



REQUEST FOR PROPOSALS

**HHSC #17-0225
HILO MEDICAL CENTER
DIGITAL FIXED AND MOBILE RADIOGRAPHY
REPLACEMENT PURCHASE**

For

**Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720**

AN AGENCY OF THE STATE OF HAWAII

***Due Date for Proposals
in Response to this Solicitation:***

December 16, 2016; 2:00 PM, HST

TABLE OF CONTENTS

	<u>Page No.</u>
OFFER AND ACCEPTANCE PAGE	3
SECTION 1: GENERAL NOTICE.....	4
SECTION 2: SPECIFICATIONS.....	7
SECTION 3: PROPOSALS.....	10
SECTION 4: PRICING SCHEDULE & COMPENSATION	18
SECTION 5: EVALUATIONS.....	23
SECTION 6: AWARD OF CONTRACT.....	26

APPENDIX A: PROPOSED TRANSMITTAL COVER SHEET	28
APPENDIX B: ACCEPTANCE DOCUMENT	29
APPENDIX C: DAGS GENERAL CONDITIONS	30
APPENDIX D: SPECIAL CONDITIONS	31
APPENDIX E: PROPOSAL SUBMISSION CHECKLIST	34
APPENDIX F: STANDARDS OF CONDUCT DECLARATION	35
APPENDIX G: HAWAII COMPLIANCE EXPRESS	36

ATTACHED EXHIBITS

EXHIBIT 1	DRAWINGS FOR DR REPLACEMENT INSTALLATION LOCATION
EXHIBIT 2	ENVIRONMENT OF CARE POLICIES (available on HMC website)

OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including the proposal, all exhibits, amendments, and best and final offers (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Hawaii State Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and HRS Chapter 378.

The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

The Offeror certifies that the above referenced organization ___ is/ ___ is not a legislator, or an employee or a business in which a legislator or an employee has a controlling interest.

ACCEPTANCE OF OFFER (to be completed by HHSC)

Your offer, including the proposal, all exhibits, amendments, and best-and-final offer (if any), contained herein, is accepted.

The Contractor is now bound to provide all specified items listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by HHSC.

This contract shall henceforth be referred to as Contract No. 17-0225

Awarded this _____ day of _____, 2017

Signed: Dan Brinkman, East Hawaii Region Chief Executive Officer

SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the East Hawaii Region of the Hawaii Health Systems Corporation (“HHSC” or “Owner”), an Agency of the State of Hawaii. Thank you for your interest in submitting a proposal for this solicitation. The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offerors,” and the term “Contractor” refers to the Offeror who is awarded a Contract under this RFP.

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as the “Proposal Submission Deadline,” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable. Please note that this procurement is contingent on funding availability. Funding is not currently available.

	<u>Event</u>	<u>Scheduled Date</u>
1.	RFP Issued & Public Announcement	November 10, 2016
2.	Submit notice of intent to submit Proposals	November 22, 2016
2.	Pre-Proposal Meeting including Site Visit	November 17, 2016 1:30 PM
3.	Closing Date for Receipt of Questions	November 28, 2016
4.	Addendum - HHSC Response to Offerors’ Questions (if needed)	November 30, 2016
5.	Closing Date for Receipt of Proposals	December 16, 2016 - No Later than 2:00 PM, HST
6.	Proposal Evaluations	December 21-23, 2016
8.	Proposal Discussions (optional)	December 27-30, 2016
9.	Best and Final Offers (optional)	December 27-December 30, 2016
10.	Contractor Selection/Award Notification (on/about)	January 13, 2016
11.	Contract Tentative Award Date	TBD
12.	Contract Tentative Start Date	TBD

1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL

Offerors should submit, in writing, by, **November 22, 2016** their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: (808) 933-2793 or by email to snelson1@hhsc.org.

1.4 PRE-PROPOSAL CONFERENCE

HHSC will hold a Pre-Proposal Conference at **1:30 PM**, on **November 17, 2016**, in the Hilo Medical Center, Acute Hospital in the **To Be announced Conference Room** for all interested Offerors to cover the RFP and for the purpose of viewing the site after the Meeting. The Hospital staff involved will be present to answer questions relating to this project. Questions posed on these days and their subsequent answers that affect the scope of this project will be contained in the written response to questions and clarification requests. Please note that access to the current DR site is limited and while attendance at the pre-proposal meeting is not mandatory, due to the limited access you are strongly encouraged to attend at the time specified.

1.5 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS

Offerors are encouraged to submit written questions and requests for clarification pertaining to the RFP.

Questions must be submitted in writing via hand delivery, electronic mail, facsimile or post mail to the following not later than the “Submission Deadline for Question & Clarification Requests” identified above, in order to generate an official answer.

Sam Nelson Senior Contract Manager
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720-2020
PH: 808-932-3113
Fax: 808-933-2793
Email: snelson1@hhsc.org

All written questions will receive an official written response from HHSC and will become addendums to the RFP. The only official position of HHSC is that which is stated in writing and issued in the RFP as addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.

1.6 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the “Proposal Submission Deadline” identified above. Any changes beyond that time would need to be mutually agreed to by all respondents and HHSC.

1.7 CANCELLATION OF RFP

The RFP may be canceled by HHSC if it is determined to be in the best interests of HHSC.

1.8 PROTESTS

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing not later than the “Proposal Submission Deadline” identified above.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award or the proposed award of the contract.

Any and all protests shall be submitted in writing to the East Hawaii Regional Procurement Officer (RPO), as follows:

Dan Brinkman, East Hawaii Region
Regional Procurement Officer
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720

[The remainder of this page is intentionally left blank.]

SECTION 2 **SPECIFICATIONS**

2.1 Digital Fixed and Mobile Radiography Purchase for Hilo Medical Center

Scope of Services:

Hilo Medical Center is seeking to replace our outdated computed radiography system (“CR”) with a newer and better digital radiography system (“DR”) that must meet the requirements of the Consolidated Appropriations Act of 2016. This is to be a “Turnkey” Project, as the Contractor selected will be responsible for all aspects of the project from decommission and removal of existing CR and associated accessories as needed along with the two (2) fixed radiographic units and two (2) portable units, the room preparation for the installation of the two (2) new fixed DR units, three (3) new DR portable units, and one wireless DR retrofit to existing fixed fluoroscopic unit. Both fixed radiographic units that are to be removed are located in the Imaging Department currently located in the Hilo Medical Center (“HMC”). As there will be some minor construction or renovation needed to the fixed DR rooms, any modifications to the rooms or existing equipment must be included in the Contractor’s Proposal. For Pricing Purposes, vendor is asked to provide pricing in two ways. One as an outright purchase, and Second price for the equipment provided under a five year lease with buyout option.

Specifications:

- DR equipment, including all hardware, software, and training required for the operator to perform all necessary radiographic procedures.
- Two (2) ceiling mounted DR radiographic units with variable table height and a four-way floating table top capable of functioning while imaging all standard radiographic examinations with 600 pound or higher weight limit.
- These tables shall come equipped with 14”x17” DR cassettes located in the table bucky tray with cassette charging capability.
- Provide an overview and specifications of the proposed DR equipment that meets or exceeds the standards set forth in this solicitation.
- Describe a comprehensive maintenance/repair plan that would provide all parts, materials, and labor to cover five (5) years following the expiration of the manufacturer’s warranty.
- Specify table weight limitation for the fixed radiographic tables, bariatric preferred.
- Fixed DR equipment must be capable of providing AP and Lateral images of all body parts.
- Fixed DR equipment must be capable of imaging scoliosis, bone length, standing knees, standing ankles, and standing feet.
- DR system must be capable of interfacing with Fuji Synapse PACS and Meditech EMR.
- DR system must adhere to both DICOM and HL7 standards.

-
- Both fixed DR rooms and new DR mobile radiographic units should provide the ability to utilize modality worklist.
 - Auto collimation, upright detents for 40” and 72” FFD, and 40” table detent. These should all be able to be manually overridden.
 - The wall stand should be a fixed 17”x17” DR cassette.
 - Both wall stands should be placed in a manner that allows for the ability to perform a lateral chest x-ray with a patient in a gurney or bed.
 - Must comply with the Consolidated Appropriations Act of 2016.
 - Fixed DR units and accompanying supplies and accessories for the equipment must be included and must fit in existing room with minimal construction/renovation.
 - Cabling for fixed DR rooms should be made overhead vs. in the floor whenever possible.
 - 80KW generator for fixed DR rooms.
 - The use of a grid cap and/or other scatter reducing software must be included.
 - Three (3) mobile radiographic DR units with a wireless 14”x17” DR cassette for each.
 - One (1) retrofit wireless DR 14”x17” cassette for GE Precision Fluoroscopic unit table bucky.
 - Two (2) 24x30cm wireless DR cassettes.
 - Include options for additional fixed DR unit accessories (i.e. cones, shadow shielding, etc.).

2.2 CONTRACTOR’S SERVICE RESPONSIBILITIES.

A. The CONTRACTOR shall:

- Provide two (2) fully equipped Radiographic rooms with one (1) 14x17 transferrable DR cassettes in each room, one (1) 17x17 DR upright wall units in each room, three (3) portable DR units with 14x17 DR cassettes, and one (1) retrofit DR imaging system to existing R&F room including one (1) 14x17 transferrable DR cassette, and two (2) 24 x 30 DR cassettes.
- Include all servers, monitors, interfaces and patient comfort devices.
- Provide an implementation plan identifying the approach and lead times from the manufacture, to delivery, to installation and to the training of staff in the use of the purchased equipment.
- If needed, specify the UPS and line conditioner configuration to safely power down unit in the event of power loss and provide a line conditioner to prevent power fluctuations. Include pricing to connect these rooms to emergency power generator.
- Must confirm that the DR systems will integrate with Hospital’s Fuji PACS; MEDITECH EMR; and must provide a workflow diagram for these systems and a list of any and all interfaces that will be necessary, if any.
- Provide the removal of the current Radiographic room equipment in their entirety including all wiring. Equipment is located in the Hospital Imaging Department as part of this conversion, all existing data, intercom, and phone wires are to be placed in functional locations.

-
- Provide pricing for an extended warranty to cover five (5) years beyond manufacturer's original warranty.
 - Bear the responsibility for any travel related expenses (airfare, ground transportation, meals, and lodging) for at least two Hospital representatives to conduct site visits of existing equipment.
 - Provide point of contact information for field engineer/technician and confirm whether this person(s) are residents of the Island of Hawaii or not.
 - Provide training specifications for physicians, technologists, and Biomed staff; and state whether training is to be offsite, onsite, or combination of both.
 - Bear the responsibility for any tuition fees and travel related expenses (airfare, ground transportation, meals, and lodging) for training of at least two (2) imaging technologists.
 - Specify the length and duration of the on-site applications training; and bear the responsibility for any tuition for the on-site training as well.
- B. Offerors that are not licensed as Hawaii Building Contractors may submit a joint proposal with such a licensed contractor, which would be responsible for the Construction projects described in the RFP. The CONTRACTOR (i.e., the manufacturer/supplier of the imaging equipment) would be responsible for the provision of the DR equipment and accessories and planning/design support, drawings, product service and warranty coverage related thereto, and the Construction Contractor would be responsible for the remaining aspects of the project. CONTRACTOR should ensure that the joint proposal adequately addresses all elements of the RFP and that responsibility for each element is clearly delineated in their proposal.

2.3 REGULATORY REQUIREMENTS

The design and renovation requested shall be in accordance with the Facility Guidelines Institute's *Guidelines for Design and Construction of Health Care Facilities, 2010 Edition* ("FGI Guidelines"), in addition to all County, State and Federal rules and regulations for the renovation of the room that will hold the DR equipment and accessory equipment. It is HHSC's desire that the renovation to the room be minimal, yet fit the new machines and control room for it.

When renovating the room and its related work space, the Contractor should be aware that the current room has been surveyed and currently meets the requirements of the National Council on Radiation Protection and Measurements (NCRP) Publication No. 147, *Structural Shielding Design for Medical X-ray Imaging Facilities*. and that when completed the room must also meet the requirements of:

- a. The American Association of Physicists in Medicine's (AAPM) Report No. 39, *Specifications and Acceptance Testing of Computed Tomography Scanners*;
- b. Hawaii Administrative Rules, Title 11, Chapter 45, *Radiation Control*;
- c. The State of Hawaii Department of Health Indoor and Radiological Health Branch, Radiation Section, related to the construction and operation of CT scanner rooms;

-
- d. All other federal, state, and local regulations and requirements not mentioned herein that govern radiographic imaging rooms.

2.4 SERVICES PROVIDED

2.4.1 The Construction Contractor shall renovate the existing DR suites by providing the following services:

- a. Provide professional architectural, structural, mechanical and electrical engineering services for the room renovation and preparation work necessary for the installation of a new DR equipment as described herein.
- b. Provide the services of a medical physicist to address the need and assist in the design of the DR radiographic room's required shielding, if changes are needed.
- c. Coordinate the removal of the existing equipment (2 radiographic rooms and 2 portable radiographic units) with the manufacturer and provide the necessary demolition services for the renovation work as described herein.
- d. Provide construction services for the following renovation improvements, at a minimum:
 - 1. Make the required improvements as they relate to the new DR imaging rooms for the successful installation of the new DR equipment as will be described upon the final selection and purchase of the new DR system.
 - 2. Install the required shielding as may be necessary as listed in Section 2.3 of this RFP, including any needed structural support.
 - 3. Make improvements to and/or provide the mechanical systems as necessary to successfully operate the new DR system.
 - 4. Make the necessary modifications to the concrete floor for the installation of the new DR equipment, if necessary. Replace the existing flooring with an Armstrong Commercial Homogenous/Heterogeneous Sheet Flooring.
 - 5. Provide clean and professional finished spaces. All wires, pipes, etc. shall be hidden within the walls, ceiling, and floor. All finishes and paint colors shall be durable/hospital grade and shall be approved by HHSC prior to fabrication/installation. Recommended finishes and paint schemes can be submitted with the proposal.

2.5 DESIGN BUILD RESPONSIBILITIES

2.5.1 The Contractor's Design-Build Team shall consist of all subcontractors and consultants as needed. The Contractor shall provide Architectural/Engineering disciplines for the preparation of construction documents, and a construction contractor for construction of the project.

2.5.2 The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the Contractor's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period (contract length).

2.6 PROGRESS SCHEDULE

2.6.1 The progress schedule will be in a time scaled Microsoft Project Gantt Chart format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule will indicate specific tasks with dates for each step of the process including:

- a. Design Period: The design period and submission review periods (i.e., first and second reviews, other meetings, internal plan reviews, etc.).
- b. Construction Period: Mobilization; Demolition method and sequencing; Renovation work; Procurement and installation of equipment; Utilities, and temporary rerouted medical center pedestrian routes, Tests and final inspection.
- c. General Project Delivery Schedule and Narrative - Show relationships between renovation document development/completion (including required review activities) and renovation activities for, at a minimum, mobilization, demobilization, renovation work, equipment installation, utilities, testing and final inspection.
- d. Short Schedules - The schedule submitted by the Contractor will provide a written commitment as to the time frame (number of days after receipt of the notice to proceed) within which the Contractor will guarantee completion. **Shorter schedules, if obtainable, may receive more favorable scoring.** The Contractor's time frame will establish the contract completion date and assessment of liquidated damages (See General Conditions) will be based on that date.

2.7 CONSTRUCTION DOCUMENT PREPARATION

2.7.1 Design Review Submissions:

-
- a. The Contractor's Design-Build Team shall prepare and submit complete construction documents for review and approval by HHSC in accordance with standard professional practice, the RFP, and prevailing codes.
 - b. The documents may be divided into multiple review submission packages. HHSC will review as many as three (3) package submissions (examples: architectural, structural, mechanical, electrical, etc.) to facilitate the start of construction.
 - c. All submission packages will be reviewed at 60% and 95% completion stages. The 95% review submission packages will incorporate the final review comments from the 60% review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the Contractor.
 - d. Each review submission package shall include three (3) hard copy sets and three (3) sets on CD in both unlocked CAD and PDF formats. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the HHSC Contract Manager, HMC Facilities Operations Manager, and HMC Hospital Systems Services Director.

2.7.1 Design Review Meetings:

- a. A review meeting to resolve design issues will be held at the request of HHSC for each design review package submitted. The meeting will include discussion of HHSC comments on functional relationships and technical peer review comments (by others).
- b. Participants will include the Contractor, HHSC Staff, and A/E team members as appropriate for the specific package to be reviewed and others. The Contractor will each allow for up to (1) full day for each design review meeting.
- c. The Contractor shall allow a minimum of seven (7) working days for each review cycle. A cycle includes:
 - 1. HHSC's receipt of the design review submission package
 - 2. The review meeting
 - 3. Contractor's receipt of comments from HHSC, either electronically, by fax, or by hard copy delivery
- d. Coordination of the review meeting schedules will be the responsibility of the HHSC'S Technical Representative and the Contractor's primary contact for this project.

2.8 LICENSE

-
- 2.8.1 The Contractor's A/E who prepares the construction documents shall be a professional architect or engineer licensed in the State of Hawaii.
- 2.8.2 The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The Contractor's A/E shall certify compliance with the RFP and all applicable codes.

2.9 APPROVED CONSTRUCTION DOCUMENTS

- 2.9.1 The final construction document submission package will be submitted by the Contractor for approval by HHSC after completion of the 95% review cycle for the final package to be submitted by the Contractor. HHSC will have ten (10) days to take approval action.
- 2.9.2 The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
- 2.9.3 The final construction documents submission package will incorporate all HHSC supplied comments from the earlier 30% and 95% submission package reviews and will comply with the RFP.
- 2.9.4 If the final construction documents submission package is not complete, a post submittal may be required the cost of which will be borne by the Contractor.
- 2.9.5 The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.
- 2.9.6 See Section 2.12, Design Review Submissions, for the Approved Construction Document distribution.
- 2.9.7 Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the Contractor. The construction drawings shall include a coordinated set of the following:
- a. Structural drawings including framing plans, schedules, and details, including general notes and all calculations.
 - b. Architectural drawings including floor plans, wall sections, reflected ceiling plans, room finish schedules, auto transport, and other details.
 - c. Mechanical drawings including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations.

-
- d. Electrical drawings including site demolition plans, site, floor (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details.

2.9.8 Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the RFP. The specification submitted for review shall include:

- a. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
- b. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the RFP documents; and
- c. The required “wet” stamp of the licensed architect or engineer of record.

2.10 DESIGN REQUIREMENTS – COMPLIANCE WITH CODES AND STANDARDS

2.10.1 Project design shall be in compliance with applicable standards and codes described in FGI Guidelines and design materials included or referenced in the solicitation materials.

2.10.2 In the design of new building and alteration work under this contract, the Contractor shall consider all requirements (other than procedural requirements) of:

- a. Zoning laws

2.11 CONSTRUCTION PERIOD SUBMITTALS

2.11.1 The Contractor shall distribute a total of four (4) sets of the approved construction documents prepared by the Contractor to HHSC, as directed by HHSC Technical Representative.

2.11.2 Other submittals - The Contractor shall submit test results, certificates, manufacturer’s instructions, manufacturers’ field reports, etc. as required by the RFP specifications, to HHSC’S Technical Representative.

2.11.3 Project record drawings - The Contractor will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the HHSC Technical Representative at all times.

2.11.4 Shop drawings and submittals - The Contractor’s A/E shall review all construction contractor's shop drawings, detail drawings, schedules, descriptive literature and samples,

testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The Contractor's A/E shall recommend approval, disapproval, or other suitable disposition to the HHSC Technical Representative.

The HHSC Technical Representative will have final approval authority. The Contractor's A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the Contractor's A/E will request the Contractor's Construction Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the Contractor's A/E shall review all prior submittals for related components of the system before acting on a single component.

The Contractor's A/E may be required to hold joint reviews with the HHSC Technical Representative on complicated system submittals. The Contractor's A/E shall notify the HHSC Technical Representative in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.

2.12 PERMITTING

2.12.1 The Contractor shall be responsible for obtaining all necessary State and County permits, including but not limited to; the submittal, tracking, payment of, and picking up of all permits.

2.12.2 The Contractor shall provide HHSC a copy all permits prior to the commencement of any site work.

2.13 CONSTRUCTION

2.13.1 The Facility shall be construction in accordance with the Final Approved Construction Drawings, the Project Schedule, the requirements of this RFP and the all Federal, State and County rules and regulations.

2.13.2 Construction for this project shall not commence until the Notice to Proceed has been issued by HHSC, and a Pre-Construction Meeting has been held. HHSC will coordinate the Pre-Construction Meeting and the Contractor, along with all their necessary staff and subcontractors shall attend.

2.13.3 Owner (HHSC) /Architect/Contractor ("OAC") Meetings will be held onsite weekly during the construction phase of the project. All necessary HHSC and Contractor Staff shall attend.

2.13.4 The Contractor shall comply with HHSC policies and procedures regarding work being completed within the facility, including not limited to; wall penetrations and ceiling access requirements.

2.13.5 HHSC shall have the right to immediately shut down all construction on the project due to safety or other relevant reason. The HHSC Technical Representative, HMC Hospital Support Services Director, or Safety Officer are the only ones authorized to shut down the project. HHSC will meet immediately with the Contractor to 1.) explain the reason for the shut down, and 2.) discuss a plan for the necessary corrections for work to resume. Work can only resume once the corrections have been approved by the HHSC Technical Representative, HMC Hospital Support Services Director, or Safety Officer. All shut down costs shall be the Contractor's responsibility.

2.14 PROJECT CLOSE OUT

2.14.1 The Contractor shall comply with the requirements in the "General Conditions" and those requirements listed below, for submission of final as-built drawings, manuals, and other requirements as noted. Required as built drawings and specifications will be submitted in the same format required for the construction documents.

2.14.2 Substantial Completion

Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS:

- a. Submit specific warranties, final certifications, and similar documents.
- b. Obtain and submit operating certificates and similar releases and access to services and utilities, unless waived by HHSC.
- c. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by HHSC. Label with manufacturer's name and model number where applicable.
- d. Complete startup testing of systems, if applicable.
- e. Submit test, adjust, and balance records.
- f. Submit changeover information related to HHSC'S occupancy, use, operation, and maintenance.
- g. Complete final cleaning requirements, including touch up painting.
- h. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

2.14.3 Final Completion

Within ten (10) days from the Project Acceptance Date, complete the following items in addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS:

- a. Instruct HHSC'S personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training media materials.

2.14.4 List of Incomplete Items (Punch List)

Submit two (2) copies of any updated and action taken list. In addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS, include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

- a. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- b. Include the following information at the top of each page:
 1. Project Name and Title.
 2. HHSC Job No.
 3. Date and page number.
 4. Name of Contractor.

2.14.5 Project Record Documents and Requirements:

- a. Definition: "Project Record Documents", including Record Drawings, shall fulfill the requirements of "Field-Posted As-Built Drawings" listed in the GENERAL CONDITIONS.
- b. Do not use Project Record Documents for daily construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for HHSC'S reference during normal working hours. Maintain these documents as specified in paragraph entitled "Record Drawings" hereinafter.
- c. The Contractor's A/E will update the drawings to show all addendum, PCD, and sketch changes. HHSC will transmit these drawings (Mylar or vellum) to the Contractor's A/E who will make all "red-line" corrections to these drawings to record the changes depicted on the Contractor's Field Posted Record ("As-Built") by accepted drafting practices as approved by HHSC.
- d. Where the recorded changes depicted on the Contractor's Field Posted Record ("As-Built") are in the form of shop drawings, the Contractor shall provide two

(2) full sets of those shop drawings on Mylar or vellum sheets in the same material and size as the drawings transmitted to the Contractor in addition to two (2) full sets on CD. The new drawing sheets shall be titled and numbered to conform to the construction drawings and clearly indicate what information they supersede in the actual construction drawings. For example a new drawing that replaces drawing M-3, could be numbered M-3a.

- e. Submit final Record Documents (Field Posted Record Drawings) within 10 days after the Final Inspection Date but no later than the Contract Completion Date, unless the GENERAL CONDITIONS require an earlier submittal date.
- f. The Contractor shall guarantee the accuracy of its final Record Documents. HHSC will hold the Contractor liable for costs HHSC incurs as a result of inaccuracies in the Contractor's Record Documents.
- g. Prepare and submit construction photographs and electronic files, damage or settlement surveys, property surveys, and similar final record information as required by HHSC.

2.14.6 Warranties:

- a. Submit written manufacturer's warranties at request of HHSC for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
- b. Bind warranties and bonds in heavy duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 inch x 11-inch paper.
- c. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer and prime contractor.
- d. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name and Title, HHSC Job Number, and name of Contractor.
- e. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) version of the bound warranty documents files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed and recorded on a recordable compact disc (CD).

2.14.7 Final Cleaning:

-
- a. Provide final cleaning. In addition to requirements of Article 7 of the GENERAL CONDITIONS conduct cleaning and waste removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
 - b. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers' written instructions unless noted otherwise.

2.15 DRAWINGS

Drawings for the replacement installation area are attached to this document as **EXHIBIT 1**. These Drawings are included in and made part of this Solicitation Agreement.

2.16 CONSTRUCTION/ENVIRONMENT OF CARE ISSUES

2.3.1 Contractor to follow hospital Infection Control & Environment of Care polices, and procedures (available in "Construction Policies" at <https://www.hilomedicalcenter.org/resource-library.html>);

2.3.2 Contractor shall follow NFPA regulations and follow current County and State Building Regulations.

2.17 MISCELLANEOUS WORK

2.4.1 When additional work is requested by HHSC, the Contractor shall review the project and submit a detailed written proposal to complete the work. The Contractor's written proposal shall certify the hourly rates and any mark up, profit, etc. which shall not exceed what is listed in the Agreement.

SECTION 3 **PROPOSALS**

3.1 PROPOSAL PREPARATION

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below.

Additionally, proposals shall include and address, at a minimum:

- 3.1.1 The information identified below in Section 3.5;
- 3.1.2 The pricing information identified below in Section 4.0;
- 3.1.3 Proposal Transmittal Cover Sheet, Appendix A;
- 3.1.4 Acceptance (or Notifications of Clarifications) Document, Appendix B;
- 3.1.5 Proposal Submission Checklist, Appendix D;
- 3.1.6 Standards of Conduct Declaration, Appendix E;
- 3.1.7 Digital Radiography Requirement Specification Questionnaire Appendix G,

The original of the following documents:

- 3.1.8 “Certificate of Compliance” from the Hawaii State Department of Labor and Industrial Relations; and
- 3.1.9 “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs Business Registration Division.

(Refer to Section 6.5, entitled “Certifications,” below for instructions on how to obtain the Certificate of Compliance and Certificate of Good Standing).

Offerors must submit all required information specified above to qualify their proposal for evaluation and consideration for award.

Additionally, the GENERAL CONDITIONS, the SPECIAL CONDITIONS, and the Scope of Work contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they shall govern all services provided under such contract.

3.2 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Work. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. HHSC reserves the right to ask for clarification of any item in the proposal.

3.3 ELECTRONIC DOCUMENTS

HHSC may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by HHSC shall be null and void. In those instances where modifications are identified, the original document issued by HHSC shall take precedence.

3.4 SUBMISSION OF PROPOSALS

Each Offeror should submit one (1) original hardcopy, clearly marked “Original,” and one (1) electronic copy, contained on a CD or USB Flash Drive, no later than 2:00 pm, HST, on the “Proposal Submission Deadline” identified in Section 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked “ORIGINAL” and copies shall be clearly marked “COPY.” Mail or deliver proposals to the following address:

**Sam Nelson Senior Contract Manager
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720-2020
PH: 808-932-3112
Fax: 808-933-2793
Email: snelson1@hhsc.org**

An electronic copy may be e-mailed to the above e-mail address prior to the proposal due date and time and still be considered timely. However, the timeliness of the submittal will be determined by the time noted upon the Contract Manager’s opening of the e-mail as registered on our e-mail system. The hard copy original, containing original signatures and the electronic copy must be received by HHSC as soon as possible thereafter. As noted above, late proposals may be rejected.

The outside cover of the package containing the hard copy & disk/flash drive of the proposal should be noticeably marked, as follows:

“Proposal Submitted in Response to: RFP # HHSC FY17-0225”

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and the Offerors’ proposals shall be open to public inspection after the contract is executed by all parties.

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. HHSC cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The Offeror bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.

All proposals and other material submitted by Offerors become the property of HHSC and may be returned only at HHSC's option.

3.5 PROPOSAL INFORMATION

Offerors are hereby notified that evidence of the authority of the person(s) signing the offer document is required to be included with the offer documents. Failure to comply with this requirement will be cause for rejection of an offer as being non-responsive.

Each Offeror is to submit its proposal with the required number of copies in the format as contained in this RFP. The material should be in sequence and related to the RFP. HHSC will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

3.5.1. Experience and Expertise of the Firm and Key On-Site Personnel:

The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References: References should be verifiable and be able to comment on the Offeror's construction and repair experience. The Offeror should submit, at a minimum, three (3) professional services references for similar projects completed over the last two (2) years that would demonstrate the Offeror possesses an understanding of and experience in providing the required service. As these references may be checked, ensure all information is current and accurate and that prior permission to use is obtained from each reference.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications.

The Offeror may submit any other pertinent information that would substantiate that the firm and its key personnel possess the experience, expertise, and capability to provide the required services.

3.5.2 Proposed Method of Approach:

Proposals will be evaluated based on the Offeror's distinctive plan for providing the requested services. Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the Offeror to repeat the exact language, or to present a paraphrased version, as an original idea for a technical approach.

The Offeror may utilize a written narrative or any other printed technique to

demonstrate its ability to satisfy the Scope of Work. It is preferred that the Offeror provide a schedule for the work required. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3.5.3 Project Schedule:

The Offer must submit a detailed Project Schedule which shows the various elements of the project. This schedule should show a breakdown in days or weeks of each phase of the construction project from mobilization to the final acceptance by the Owner. This Project Schedule will be an element considered in the evaluation of the Offeror's proposal and must be realistic and achievable. HHSC does seek to have this Project completed promptly and will insist on strict adherence to the timeline provided.

3.5.4 Cost:

The evaluation of the category of Cost shall be based on the prices, as indicated on the Pricing Schedule submitted with Offeror's proposal. In order to determine the maximum liability to the State of Hawaii, any percentage increases proposed for extension option periods shall be also included in the cost evaluation.

3.5.5 Additional Information:

The Offeror may submit any other pertinent information that would substantiate the Offeror has the experience, expertise, and capability to provide the required services.

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

The Offeror should provide a statement that, if notified of contract award, it will submit to HHSC for review and acceptance the applicable certificate(s) of insurance as required within this RFP document, within five (5) business days of such notification.

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, including the GENERAL CONDITIONS, such exception shall be submitted to the Contract Manager **at least seven (7) days prior to the due date and time for receipt of proposals.** This will allow the Contract Manager to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

3.7.2 If an Offeror includes in its proposal exceptions that are not covered by Section 3.7.1 above and that are not approved in writing by the Contract Manager, such exceptions shall be null, void and without force and shall not be considered, and

may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

3.7.3 To the extent they are inconsistent with the terms of this RFP, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

3.8 OFFEROR'S RESPONSIBILITY

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that HHSC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may have an adverse impact on the evaluation of the Offeror's proposal.

3.9 DISCUSSIONS

In accordance with East Hawaii Region Purchasing Policy, after the initial receipt of proposals, discussions, including a request for Contractor presentations, may be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers submitted should be complete and on the Offerors' most favorable terms.

3.10 NON-ACCEPTANCE OF "SCOPE OF WORK" REQUIREMENTS

If any requirement contained in the Scope of Work is not acceptable to the Offeror, provide detailed explanation of the reasons why, by attachment to the proposal. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the Scope of Work.

PROPOSAL
FOR
DIGITAL FIXED AND MOBILE RADIOGRAPHY PURCHASE
AT
HILO MEDICAL CENTER

HILO, HAWAII

RFP No. FY17-0225

Sirs:

The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for proposed Digital Fixed and Mobile Radiography Purchase Project at Hilo Medical Center” RFP No. FY17-0225, Hilo, Hawai‘i, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Offerors, Proposal, General Specifications, and detail Specifications, made a part of these specification and Standard Specifications for Public Works Construction (September, 1986), made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Price of:

_____ DOLLARS (\$ _____)

which includes all applicable taxes and expenses for the Project.

A breakdown of the above Lump Sum Price must be included with the Offeror’s proposal showing the details of the pricing. This should include the breakdown in general construction categories as provided in AIA Payment Application Forms G702 & G703.

It is understood that the Owner reserves the right to reject any or all bids, or to accept other than the low bid, as may appear in the best interest of the work. It is also understood that the bid shall be awarded only to a Contractor who is currently licensed in the State of Hawaii.

The Owner also reserves the right, during construction, to decrease or increase the scope of work, to decrease or increase construction schedule, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

It is understood and agreed that the contractor shall be responsible for bearing the cost of all inspections, permits and specialty inspections including testing, etc., as required for the project’s scope of work. The Contractor is also responsible for completing and providing As-Builts drawings by a licensed engineering or architectural firm, at his/her own expense.

It is understood and agreed that all work shall be done in accordance with the General Specifications and the Detailed Specifications attached hereto.

It is understood and agreed that the Owner reserves the right to increase or decrease the amount of work in order that the award may be made within the funds allocated for this project.

It is also understood and agreed that the Owner reserves the right to accept or reject any and all bids and to waive any and all defects and informalities, when in his opinion such rejection or waiver will be for the best interest of the Owner.

It is also understood and agreed that the award of the contract hereunder shall be conditioned upon the Owner having the right to hold all bids for a period of one hundred and twenty (120) consecutive calendar days from the opening hereunder unless otherwise required by law, during which time no bid may be withdrawn.

The Offeror hereby agrees that if he is awarded this contract, he will enter into and execute the same within ten (10) days from the date of notice to award and furnish a performance bond in the amount and character required within the time specified by the specifications Section 103D-324, Hawai'i Revised Statutes.

The Offeror further agrees that if awarded the contract and if he FAILS to enter into and execute the contract and furnish the required bonds within the specified time, the Owner may determine the Offeror has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the Owner.

The Offeror represents: **(Check one only)**

A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i;
OR

A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i, Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.

State of incorporation: _____

Offeror is:

Sole Proprietor Partnership Corporation
 Joint Venture Other _____

Federal I.D. No.: _____

Hawai'i General Excise Tax License I.D. No.: _____

Business street address: _____

City, State, Zip Code: _____

Payment address (if different than business street address above): _____

City, State, Zip Code: _____

Telephone No. _____

Facsimile No. _____

Email Address _____

Date: _____

Respectfully submitted,

Authorized (Original) Signature of Offeror

Print Name

Print Title

(If by Individual or Partner)

Name

(If by Corporation)

*Exact Legal Name of Company (Offeror)

*If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**President

(SEAL)

** Please attach to this page evidence of the authority of this officer to submit bid on behalf of the company, giving also his address and the names and addresses of the Vice-President and Secretary.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.

Vendor: _____

SECTION 4
PRICING SCHEDULE & COMPENSATION

4.0 PRICING SCHEDULE

In accordance with the attached Specifications, General Conditions, Special Conditions, and all information contained within this proposal, the Offeror submits the following pricing:

The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for Digital Fixed and Mobile Radiography Purchase Project at Hilo Medical Center” RFP No. FY17-0225, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Offerors, Proposal, General Specifications, and detail Specifications, made a part of these specification and Standard Specifications for Public Works Construction (September, 1986), made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Price of:

4.0.1 Digital Radiography System Purchase

Material: _____ Dollars (\$ _____)

Labor*: _____ Dollars (\$ _____)

Total: _____ Dollars (\$ _____)

4.02 Digital Radiography System Lease Option

Monthly Lease Price _____ Dollars (\$ _____)

Buyout Price at end of lease period _____ Dollars (\$ _____)

Total: _____ Dollars (\$ _____)

* Please note that this project will require prevailing wage for labor.

which includes all applicable taxes and expenses for the Project.

A breakdown of the above Lump Sum Price must be included with the Offeror's proposal showing the details of the pricing. This should include the breakdown in general construction categories as provided in AIA Payment Application Forms G702 & G703.

4.1 COMPENSATION

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR the following compensation, including all applicable taxes and expenses incurred, in accordance with and subject to the following:

4.1.1 HHSC shall pay CONTRACTOR the rate as designated by the Pricing Schedule submitted with the Offer, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be submitted on the American Institute of Architect's (AIA) Application and Certificate for Payment (Form G702) and Continuation Sheet (Form G703), and include:

- b. the date(s) of the service(s) performed;
- c. the contract number (HHSC FY17-0225);
- d. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- e. the dollar amount of work completed and outstanding;
- f. signed, certified, notarized and dated by the Offeror's delegated signatory.

4.1.2 The CONTRACTOR'S invoice is due by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due FORTY-FIVE (45) days after receipt of CONTRACTOR'S invoice or the last day of the month immediately following the month in which the services were provided, whichever is later. Failure to submit an invoice on the prescribed forms or to include the information required in Section 4.1.1 may delay payment processing.

4.2 OTHER CONDITIONS

4.2.1 Anti-collusion Certification - In accordance with HAR 3-122-192, by submitting this proposal, the Contractor is declaring that the price submitted is independently arrived at without collusion.

4.2.2 Certification for Safety and Health Programs for Offers in excess of \$100,000 - In accordance with HRS 396-18, by submitting this proposal, the Contractor certifies that its organization will have a written safety and health plan for this Project that will be available and implemented by the date stipulated in the Notice to Proceed. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

4.2.3 Labor and Wage Certification - In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2,000, by submitting this proposal, the Contractor will comply with the requirements of chapter 104 and certifies that:

- a. Individuals engaged in the performance of the contract on the job site shall be paid not less than wages that the Director of Labor and Industrial Relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects including any periodic adjustments to the prevailing wages during the performance of the contract;
- b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
- c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

4.2.4 For bids of \$25,000 or more, the Contractor shall comply with the following chapters of the Hawaii Revised Statutes (HRS): Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security - unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 (temporary disability insurance); Chapter 393 HRS (pre-paid health care); and shall be incorporated or organized under the laws of the State, or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. Contractor shall complete the CERTIFICATION OF COMPLIANCE form at the end of the PROPOSAL and submit it with their bid.

4.3 RECEIPT OF ADDENDA

Receipt of the following addenda issued by the HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 _____	Addendum No. 5 _____
Date	
Addendum No. 2 _____	Addendum No. 6 _____
Addendum No. 3 _____	Addendum No. 7 _____
Addendum No. 4 _____	Addendum No. 8 _____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

4.4 ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Contractor agrees the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444 HRS, who will be engaged by the Contractor on this project to perform the required work indicated pursuant to East Hawaii Region Policy PUR 005. The Contractor certifies that it and its listed subcontractors or joint contractors together hold all licenses necessary to complete the Work, and understands that failure to comply with this requirement may be just cause for rejection of the bid.

‘A’ General Engineering Contractors and ‘B’ General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et al.*, 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the ‘A’ and ‘B’ Contractor may still bid on and act as the “Prime Contractor” on an ‘A’ or ‘B’ project (*See, HRS § 444-7 for the definitions of an “A” and “B” project.*), respectively, the ‘A’ and ‘B’ contractor may only perform work in the areas in which they have the appropriate contractor’s license (*An ‘A’ or ‘B’ Contractor obtains ‘C’ specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the Contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

The Contractor shall provide the complete firm name, license number and nature and classification description by each joint contractor or subcontractor. For projects with Alternate(s), Contractors shall fill out the supplementary schedule and list the Joint Contractor or Subcontractor who will be engaged for the respective Alternate Work. Do not include any Joint Contractor or Subcontractor previously listed.

Contractors shall list only one joint contractor or subcontractor per required specialty contractor’s license.

All joint contractors or subcontractors are subject to HHSC’s approval, and HHSC shall have the right to refuse, in its discretion, any joint contractor or subcontractor named by the Contractor. HHSC shall discuss any refusal of a joint contractor or subcontractor with the Contractor and shall assist the Contractor in naming a replacement acceptable to HHSC.

Classification

Complete Firm Name Joint

Class	Description	License	Contractor or Subcontractor

CERTIFICATION OF COMPLIANCE

_____ certifies it is in compliance with all laws

(Company Name)

governing entities doing business in the State, including the following:

1. Chapter 237 HRS (General Excise Tax)
2. Chapter 383 HRS (Hawaii Employment Security Law - Unemployment Insurance)
3. Chapter 386 HRS (Workers' Compensation Law)
4. Chapter 392 HRS (Temporary Disability Insurance)
5. Chapter 393 HRS (Prepaid Health Care Act)
6. Offeror is incorporated or organized under the laws of the State or is registered to

do business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, _____ acknowledges that making a

(Company Name)

false certification shall cause its suspension from further offerings or awards pursuant to Hawaii Revised Statutes.

Signature: _____ Date: _____

Print Name: _____

Title: _____

(NOTARIZATION)

SECTION 5
EVALUATION

5.1 INTRODUCTION

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. The evaluation will be made on the basis of experience, the Offeror's narrative discussion as to its methodology for meeting the requirements of the Scope of Work, the ability of the Offeror to best meet HHSC's specified requirements and the acceptability of the proposed pricing.

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4.....Best and Final Offers (**optional**)
- Phase 5.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below shall be upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Scope of Work" and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?"

- 5.2.1.1 Failure to meet or submit any mandatory requirement ("no pass") with the original proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- Proposal Transmittal Cover Sheet (Appendix A)
- Acceptance (or Notification of Clarifications) document (Appendix B)
- Proposal in response to Solicitation
- Pricing Schedule & Compensation (Section 4)
- Proposal Submission Checklist
- Standards of Conduct Declaration (Appendix E)
- Certificate of Good Standing (Appendix F)
- Certificate of Compliance (DLIR) (Appendix F)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror’s technical proposal shall be conducted using the technical proposal categories as identified in Sections 3.5.1, 3.5.2, and 3.5.4; the value weight percentages identified in Section 5.3; and the evaluation scoring system identified in Section 5.4.

5.2.3 PHASE 3--COST PROPOSAL EVALUATION

Evaluation of the cost proposal shall be conducted using the cost proposal category identified in Sections 3.5.3 and 4, the value weight percentage identified in Section 5.3, and the evaluation scoring system identified in Section 5.4.

5.2.4 PHASE 4--SHORT LISTING OF OFFERORS (OPTIONAL)

After the ranking of Offerors based upon the technical and cost scoring, HMC may at its discretion, may create a short list of Offerors to continue further in the evaluation and award process.

5.2.5 PHASE 5--BEST AND FINAL OFFERS (OPTIONAL)

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated, and “scoring” of the Offerors’ proposals shall be adjusted accordingly. If a “Best and Final” offer is requested but not submitted, the Offeror’s previous submittal shall be construed as its “Best and Final” offer.

5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD

When required, the Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the Regional Procurement Officer.

5.3 EVALUATION CATEGORIES AND VALUE

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value/Weight</u>
Experience and Expertise of the Firm & Key On-Site Personnel.....	30%
Proposed Method of Approach.....	20%
Project Schedule	25%
Cost Proposal.....	25%
Total.....	100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to HHSC and will be recommended for award of contract, unless otherwise determined and justified by the Evaluation Committee.

The evaluation categories are assigned a value, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and arrive at a consensus score based on the percentage of value. The Offeror's total score (see note below) will be determined by adding the score of each category for their total overall score.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest costs will receive the highest available rating allocated to costs (and will thus receive a score of 25 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The formula for determining the points for all except the lowest cost proposal is as follows:

[$(\text{Lowest price}/\text{price in Offeror's proposal}) \times 25 \text{ points} = \text{Offeror's points.}$]

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive Offeror whose proposal is judged/determined, by the HHSC's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

- 6.1.1 HHSC may award the contract to other than the highest ranked Offeror if the price submitted by the highest ranked Offeror is more than the not-to-exceed amount available for the project.

6.2 CONTRACT AWARD NOTIFICATION

An official "notice of award" letter (or email) will be provided to the successful Offeror, and a "notice of non-award" letter (or email) shall be provided to all unsuccessful Offerors.

6.3 CONTRACT DOCUMENT

The contract will be made up of this solicitation and the terms and conditions attached hereto and referenced herein. The contract will also include the successful Offeror's proposal, including all exhibits and amendments and the Offeror's Best and Final offer, if applicable. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) this RFP, with any and all addendums; the GENERAL CONDITIONS and the SPECIAL CONDITIONS (Appendix C); and the Offeror's accepted proposal, with any and all addendums, changes, negotiated agreements, etc.; all of which become part of the whole contract.

6.4 GENERAL AND SPECIAL CONDITIONS

The GENERAL CONDITIONS and SPECIAL CONDITIONS (Appendix C) attached hereto are applicable to and shall be considered part of the whole contract. HHSC reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Additionally, Offerors will need to obtain the following documents:

6.5 CERTIFICATIONS:

Pursuant to the East Hawaii Region Purchasing Policy, Offerors shall be required to provide proof of the following;

6.5.1 CERTIFICATE OF COMPLIANCE

The Offeror is required to obtain/possess a valid Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR) prior to executing a contractual agreement with a State Agency. The certificate is valid

for six months from the date of issue and must be valid on the date it is received by HHSC.

The Certificate of Compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR #27, which is available at hawaii.gov/labor (open “Forms”, open “LIR#27”) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the Offeror, who in turn shall submit the form to HHSC.

6.5.2 CERTIFICATE OF GOOD STANDING

HAWAII BUSINESS. A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Offeror shall obtain/possess a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A “Hawaii Business” that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror’s designation of its status as sole proprietor and its business street address as indicated on the Proposal Transmittal Cover Sheet (Appendix A) will be used to confirm that the Offeror is a Hawaii Business.

COMPLIANT NON-HAWAII BUSINESS. A business entity referred to as a “Compliant Non-Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Offeror shall obtain/possess a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Certificate of Good Standing can be obtained by phone (call 808 586-2727, M-F 7:45-4:30 HST), by mail (Department of Commerce and Consumer Affairs, Business Registration Division, PO Box 40, Honolulu, Hawaii 96810), or online (visit <http://hbe.ehawaii.gov/documents/search.html>). The certificate is valid for six months from date of issue and must be valid on the date it is received by HHSC.

6.5.3 HAWAII COMPLIANCE EXPRESS

Alternatively, Offeror may apply and obtain proof of compliance with the above agencies electronically through the Hawaii State Procurement Office’s “Hawaii Compliance Express” website. Instructions for using this service can be found in **Appendix F**.

**PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY17-0225**

This page must be completed and have an original signature. Attach this page on top of your proposal. Proposals received without this page or incomplete of the requested information may be rejected from consideration.

Organization: _____
(If a corporation, partnership or limited liability company, provide the exact legal name as registered with the State Department of Commerce and Consumer Affairs)

Mailing Address: _____
(Post Office Box is not acceptable)

Federal Tax Identification No.: _____

Offeror's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____ Facsimile No.: _____

Certification

The undersigned has carefully examined the Scope of Services outlined in this RFP and the GENERAL CONDITIONS and SPECIAL CONDITIONS presented in the proposal packet and hereby proposes to furnish at its own expense all labor and all items necessary to complete all services as shown and called for therein, all according to the true intent and meaning of the Scope of Services and the GENERAL CONDITIONS and SPECIAL CONDITIONS. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

Offeror's Acceptance or Notification of Clarifications and Exceptions to the following GENERAL CONDITIONS:

On behalf of _____, Offeror, the undersigned does agree that it does not have any exceptions to the following GENERAL CONDITIONS.

Signature: _____

Title: _____

Or

_____, Offeror, has the following clarifications and exceptions to the following GENERAL CONDITIONS:

(Please attach additional pages, as required)

GENERAL CONDITIONS

The INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

<http://pwd.hawaii.gov/wp-content/uploads/2014/12/InterimGeneralConditions1999Edition.pdf>

General Conditions Amended: The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
 1. Bidder shall have the same definition as Contractor.
 2. Comptroller shall be the Chief Financial Officer at Hilo Medical Center or his authorized representative.
 3. Department shall be HHSC or its designee.
 4. Engineer shall be the person so designated by Hilo Medical Center
 5. State shall be HHSC or its designee.
 6. Bonds will be required
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.

- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:
- "Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for HHSC to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Hilo Medical Center 1190 Waianuenue Avenue, Hilo HI 96720.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."
- i. Section 4.1: the words "accepted bid" is deleted from the first sentence.
- j. Section 4.9.3: the words "submission of bids" is replaced with the words "execution of this contract".
- k. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:
- "In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:"
- l. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- m. Section 5.8.1: "twenty-four (24)" is hereby changed to "one (1)".
- n. Section 5.11 is hereby deleted in its entirety.
- o. Section 5.12.4 is hereby deleted in its entirety.
- p. Section 7.3.7.4, subparagraphs a and b: Replace "If the project falls within the State University System, The University of Hawaii" with "HHSC".
- q. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:
- "The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work."
- r. Section 7.7.2 is amended to read as follows: "The wage rate schedule is attached to this contract."

- s. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- t. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
- u. Section 7.15 delete “and its Departments and Agencies”.
- v. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- w. Section 7.35.1: the last word “earlier” is changed to “later

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the addition of the following:

- 1.0 **Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or contractor or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.
- 2.0 **Contract:**
 - 2.1 The contract between HHSC and the Offeror shall consist of (1) the Request for Proposal (RFP), including any amendments or addendums thereto and the GENERAL CONDITIONS and the SPECIAL CONDITIONS, and (2) the proposal submitted by the Offeror in response to the RFP, including any and all addendums, changes, negotiated agreements, etc. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, HHSC reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
 - 2.2 The contract shall be construed according to the laws of the State of Hawaii. The State of Hawaii is not obligated for the expenditures under the contract until funds have been encumbered.
- 3.0 **Disclosure of Confidential Information:** The Offeror shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than HHSC personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Offeror by HHSC.
- 4.0 **Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.

5.0 Time of Performance: The Contractor shall submit the Progress Schedule with their submitted proposal. The Contractor and HHSC will agree to the Progress Schedule, and the Contractor shall complete all work by the schedule's completion date. The Agreement's expiration date will be thirty (30) days from the schedule's completion date.

6.0 Technical Representative: The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the Offeror's performance; and approving completed work/services with verification of same for the Offeror's invoices. The Technical Representative also serves as the point of contact for the Offeror for "Technical" matters (non-contractual) from award to contract completion. The Technical Representative is:

Reynold Cabarloc, Hospital Systems Services Director
Phone – 808-932-3108
Email – rcabarloc@hhsc.org

7.0 Notice of Debarment, or Suspension: The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity. HHSC may, upon receipt of such written notice, immediately terminate this Agreement if HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

8.0 Anti-Kickback/Stark Law: The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

9.0 Priority of Documents: These Special Conditions are attached to the Agreement and incorporated by reference. In the event there is a conflict between the terms of the documents, or an ambiguity exists among any terms of the documents, the following order of priority shall prevail, with 1 being given the highest priority:

1. HHSC Special Conditions
2. HHSC General Conditions
3. The RFP solicitation documents and all addenda.
4. CONTRACTOR'S Best and Final Offer [if any], then the CONTRACTOR'S proposal.
5. CONTRACTOR'S Terms and Conditions and/or Master Agreement.

10.0 Exemption From Hawaii Revised Statutes Chapter 103D: East Hawaii Region of HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where it is our intent to incorporate some of the language of the referenced statute or rules as a matter of policy.

PROPOSAL SUBMISSION CHECKLIST

***Please
Check Off
Items
Submitted For
HHSC Use**

_____	_____	Proposal Received “On-Time”
_____	_____	One Original signed hard copy and One Electronic Copy of the Proposal
_____	_____	Fully Executed Offer And Acceptance Page
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Background, Qualifications and Experience
_____	_____	Key On-Site Personnel and Staffing
_____	_____	Method of Approach to the Scope of Services
_____	_____	Proposed Project Schedule
_____	_____	Specification Questionnaire
_____	_____	Cost Proposal
_____	_____	Pricing Schedule (Section 4)
_____	_____	Schedule
_____	_____	Acceptance (or Notification of Clarifications) Document (Appendix B)
_____	_____	Proposal Submission Checklist (Appendix D)
_____	_____	Standards of Conduct Declaration (Appendix E)
_____	_____	Certificate of Good Standing (Appendix F)
_____	_____	Certificate of Compliance (DLIR) (Appendix F)
_____	_____	Proprietary Documents Request (If Necessary)

***IF SPECIFIC ITEM(S) ARE NOT APPLICABLE, MARK WITH “N/A”---DO NOT LEAVE BLANK..**

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or HHSC, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, Offeror, the undersigned does declare, under penalty of perjury, as follows:

1. Offeror (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. Offeror has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. Offeror has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.
4. Offeror has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. Offeror has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.
6. Offeror has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

Offeror understands that the Agreement to which this document is attached is voidable on behalf of the State or HHSC if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or HHSC.

OFFEROR

By: _____
Title: _____
Date: _____

*Reminder to FACILITY: if the word "is" is circled above, YOUR FACILITY is required, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

Instructions for Hawaii Compliance Express

Hawaii Compliance Express (HCE)

Instead of filling out forms and manually applying for the certificates listed below at the various state agencies, this process allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov>

On the last line, click on “Create An Account” and once there, click on the circle and line marked:

No, I just want to get setup to use this service.

From this point, just fill in the blocks and follow the directions.

One simple interface covers all the forms with all the state agencies and partners. Easy to read instructions and context sensitive help make compliance safe, fast, and efficient. Using the Wizard will file with the Dept. of Taxation (to get your Taxpayer ID) and optionally with the Business Registrations Division of the DCCA. If you have or will have employees, the Wizard will also file with [Dept. of Labor and Industrial Relations](#).

Vendors that elect to use the new Hawaii Compliance Express services will be required to pay an annual fee of \$12.00.

Government procurement personnel will be provided with no-cost online access to the HCE system, allowing them to view and print the compliance status of registered vendors. Since the HCE process may require the disclosure of sensitive company information, access to view information on registered vendors will be restricted to the respective vendor and to registered authorized procurement personnel.

Vendors choosing not to participate in the program will be required to provide the paper certificates. This can be done by contacting the various state agencies below:

DLIR Certificate of Compliance. By law vendors are required to provide a Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR), TO ENSURE COMPLIANCE WITH LAWS, AS APPLICABLE, CONCERNING UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, TEMPORARY DISABILITY INSURANCE, AND PREPAID HEALTH CARE.

Visit <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf> to obtain Form LIR#27. Once approved by DLIR, *provide HHSC a copy of the certificate.*

Certificate of Good Standing. By law vendors are required to provide a Certificate of Good Standing from the Hawaii State Department of Commerce and Consumer Affairs (DCCA). Business are required to be registered to do business in the State of Hawaii. (Certificate of Good Standing not required for "Sole Proprietorship".)

The Certificate of Compliance Good Standing can be obtained by phone (call 808 586-2727, M-F 7:45-4:30 HST), by mail (Department of Commerce and Consumer Affairs, Business Registration Division, PO Box 40, Honolulu, Hawaii 96810), or online (visit <http://hbe.ehawaii.gov/documents/search.html>). *Provide HHSC a copy of the certificate.*

Digital Radiography Requirement Specification Questionnaire

Specifications - Digital Radiography

Vendor

:

Manufacturer:

Model Name/Number:

REQUIREMENT / SPECIFICATION		
GENERATOR & TUBE		
Section 1: Generator		
1.10	Minimum 65 kW high frequency, constant load, multi-programmable generator. Specify generator information	
1.11	Should include auto line compensator and overload protection.	
1.12	Should include auto tube tracking?	
1.14	State the range of KVp selections? List the increments.	
1.15	State the available MA settings? List the increments.	
1.16	What are the exposure time settings? Provide the range of settings available?	
1.17	What are the exposure time settings? Provide the range of settings available?	
1.19	UPS protection for computer system?	
Section 2: Console		
2.10	The system should have a user-friendly intuitive graphical user interface.	
2.11	Patient and exam data should be able to input both manually and through the hospital Cerner RIS interface.	
2.12	Th system should have protocol mapping capabilities based on exam information from the RIS.	
2.13	The system should have programmable x-ray technique factors for each exam view with manual override.	
2.14	Exam specific image processing algorithms automatically optimize the pre-view image and image output.	
2.15	Is anatomical multi-programming included? Specify the total number of programs provided?	
2.16	Include backup storage of radiographic programs and processing algorithms for recovery system due to software upgrades or equipment crash.	
2.17	State the maximum storage capabilities.	
2.18	What is the matrix size of the system monitor display?	
2.19	UPS protection for computer system?	
Section 3: X-Ray Tubes		

3.10	X-Ray tube- Specify the tube information	
3.11	Maximum mA at Max KVP	
3.12	Focal spot sizes	
3.13	Heat capacity, kHU	
3.14	Cooling rate, HU/min	
3.19	Is tube covered under the standard the warranty	
Section 4: Automatic Collimation		
4.10	What type of Collimator control for manual shuttering Knob or other? Please specify.	
4.11	Auto collimation to cassette size request.	
4.12	Filter ranges and are they selectable?	
4.13	Can the collimator rotate?	
4.14	What is the light output in Lux of the collimator light?	
DICOM & PROCESS		
Section 5: DICOM		
5.10	The unit will be connected through DICOM modality worklist to the hospital HIS/RIS system with the flexibility to link to other products.	
5.11	The system should be fully DICOM compliant.	
5.12	Respondents should include DICOM compliance statement for the quoted equipment.	
5.13	DICOM storage services class user (SCU).	
5.14	DICOM modality worklist management.	
5.15	DICOM print SCU.	
5.16	DICOM performed procedure step.	
5.17	DICOM study content notification.	
5.19	The unit should have auto-archiving and auto-filming capabilities.	
5.20	The unit should be able to send to a laser printer.	
5.21	All costs of integrations with RIS and PACS are the responsibility of the vendor. Any associated costs should be included in the RFP response	
5.22	The system must be PACS/ DICOM 3.0 compatible/ compliant at all levels of DICOM.	
5.23	The system should support exam coach functionality.	
5.25	Describe the unit's repeat/reject analysis capabilities	
5.26	Specify whether repeat/reject report can be downloaded into a portable medium and specify exactly what information is downloaded.	
5.27	Indicate whether patient demographic is burnt onto the image	
5.28	Specify whether images will automatically be deleted from the hard drive when a threshold is reached or manual intervention is needed. Include the size of the hard drive.	
5.29	Specify whether a particular study can be protected on the unit.	
5.30	Describe all image manipulation options available on the unit. Your response must include but should not be limited to window leveling including invert, zoom, image rotation (4 or more directions), and image annotation including canned text annotation.	
5.31	Is the unit capable of auto-archive or manual archive to PACS should be initiated by user.	

5.32	Identify whether images are transferred to PACS individually after acquisition or after completion of the study or both	
5.33	Identify average image size	
5.34	Describe all security features in place to prevent un-authorized access to the system	
5.35	If the window level is manipulated at the acquisition consol, will the range of grey scale available in PACS be altered and/or limited?	
5.36	The unit should have the capability to export images to removable media	
Section 6: Image Capture		
6.10	Should include a flat panel detector in the wall bucky that can be removed	
6.11	Should include a second detector that is portable.	
6.12	Describe the detector technology employed.	
6.13	What is the size of the fixed detector?	
6.14	What is the size and weight of the portable detector?	
6.15	Is the portable detector wireless	
6.16	If wireless, identify all equipment/costs associated with implementing the wireless detector technology that is additional to the purchase price	
6.17	How are wireless detectors powered? If battery powered, what is the estimated life of the battery?	
6.18	Is a detector boot required for battery changes?	
6.19	How are detector batteries charged?	
6.20	What is the element size and matrix size of your detector?	
6.21	What is the Nyquist frequency of the system?	
6.22	What is the spacial resolution of your system?	
6.23	What is the Detective Quantum Efficiency of your system?	
6.24	In your configuration, are the detectors stitched together?	
6.25	Estimated life of a detector.	
6.26	Warranty length of a detector replacement.	
6.27	Can the portable detector be used in the table bucky?	
6.28	Specify the time it takes for the image to be displayed at console after exposure	
6.29	Specify if there is a difference in time to display between the fixed and the portable detector. If yes, identify each time.	
Section 7: Processing Parameters		
7.10	Adjust contrast and brightness	
7.11	Spatial filter for real time edge enhancement	
7.12	Negative / Positive reversal	
7.13	Zoom and Roam	
7.14	Rotation	
7.15	Image Inversion/ Reversal	
7.16	Multiple display	
7.17	Electric shutter	
7.18	Please describe systems annotation capabilities.	
7.23	Backup storage of radiographic programs and processing algorithms for recovery of system due to software upgrades or equipment crash.	
7.24	Can the DR system be integrated with CR to streamline workflow when a study includes DR and CR images?	

Section 8: Dose Monitoring And Quality Assurance	
8.10	The Vendor should have Dose management/monitoring feature capabilities of the system. Specify.
8.11	Must be part of the DICOM header so that it can be stored in PACS
8.12	Calibration procedures must be included.
8.13	Does the unit have repeat/reject analysis
8.14	Reject Analysis Reports to include all acquired images not just rejects.
8.15	Specify whether technologist initials is required to be entered into the system when rejecting an image
8.16	Exposure index tracking and reports.
8.17	What is the Image archive capacity of the hard drive?
8.18	QC testing with printable or downloadable reports.
TABLE	
SECTION 9: X-Ray Table	
9.10	Is this a pedestal floor mounted table?
9.11	Does the table feature a Bucky? If so, can it be extended from the base for wheelchair or extremity projections?
9.12	Will the table bucky auto-center and auto-track to to the overhead tube position?
9.13	What is the maximum height from the floor.
9.14	What is the minimum height from the floor?
9.15	What is the table top attenuation?
9.16	Power assist
9.17	Locking system i.e.: Electro magnetic or other if other please state.
9.18	With power off, are the locks still engaged?
	Travel
9.19	Tabletop motion - i.e. four way float
9.20	Longitudinal, cm (in)
9.21	Lateral, cm (in)
9.22	Bucky longitudinal, cm (in)
	Tabletop
9.23	Length, cm (in)
9.24	Width, cm (in)
9.25	Maximum patient weight supported, kg (lb).
9.26	Can a grid be inserted in the bucky?
9.27	Does the grid reciprocate?
9.28	Grid options SID.
9.29	Attenuation of tabletop
SECTION 10: Wall Bucky	
10.10	Can the bucky be tilted to be used in a table top mode?
10.11	Can the bucky be rotated?
10.12	Can the bucky be extended from the colmn?
10.14	Does the wall bucky have power assist?
10.15	Can a grid be inserted in the bucky?
10.16	Does the wall bucky have patient arm handle support for lateral chest?
10.17	Are positioning controls located on the wall stand assembly?

10.18	Capable of standing knee without using aids minimum height from floor.	
10.19	Maximum bucky height.	
10.20	Grids: Reciprocating grids, grid in upright detector stand capable of being used at variable SID 40" to 72".	
10.21	Can the wall stand column be moved for additional patient positioning?	
10.22	Will the wall bucky auto-center and auto-track to to the overhead tube position?	
SECTION 11: Overhead Suspension		
11.11	Includes an IGUS chain for cable management	
11.12	Describe the automatic centering / locking mechanisms available between tube, table, and wall bucky. Electromagnet or other.	
11.13	Can movement be controlled via remote control?	
11.14	With power off, are the locks still engaged?	
11.15	What is the angulation range of the tube?	
11.16	Specify the floor to ceiling tube height range?	
11.17	Does the movement allow standing knee?	
11.18	Does the command arm have interactive display to be able to change technique parameters?	
11.19	Please elaborate if necessary on the interactive display.	
11.20	Please elaborate on the command arm ergonomics in moving the overhead suspension.	
11.21	Do any of the movements have power assist? Please specify.	

What is the vertical range and reach of the tube - Focal point distance from floor? Minimum to Maximum in cm and inches?

What is the horizontal reach of the tube from focal point to center of column?

Is the tube column collapsible?

What is the tube column rotation in +/- degrees?

What are the available sizes of your digital detector? Physical measure - end to end

What is the imaging size for each available digital detector?

Separately list the weight of each available detector, battery, removable grid? (in lbs. oz).

List the weight of each available detector with battery in place (in lbs. oz)

List the weight of each available detector with battery and removable grid in place (in lbs. oz)

Detector type (i.e. Gadolinium oxysulfide)

Pixels (in active matrix)

Pixel Pitch (microns)

Spatial Resolution (in mm)

DQE information

What is the overall footprint of the base of your system (length, width, and height with mast/boom fully retracted)?

What is the range of speeds your system can be driven?

What is the total weight of your system?

What is the boot up time of your system from cold boot?

Does your system have a "sleep" mode, and if so what is the boot up time from this mode?

How long does it take from an exposure to view the image? (preview time)

Do you manufacture your system or is it outsourced (if outsourced, who is the manufacturer)?

Where is your system manufactured?

Do you manufacture your detector or is it outsourced (if outsourced, who is the manufacturer)?

Make and version of system operating system?

Where is your detector manufactured?

How is your system turned on (key, swipe card, key code, etc...)?

User interface (touch panel, pen stylus, etc.)?

How many user interfaces? What actions can be performed at each?

What type of wireless does your system use to transmit the image from the detector to your system?

What is your system's detector battery type(s)?

What is the battery life on your detector (in time and images per charge)?

Do your detector batteries ever need to be replaced? If so how often?

Number of exposures per one battery charge

What is the life on your drive battery? In months

Do your drive batteries ever need to be replaced? If so how often? In months?

What is the charging time, full charge on the drive battery?

Can your system be directly powered by the AC line?

Indicate the amount of image storage

What is your systems AC cord length (feet)?

Generator Size (kW)

What is your systems maximum output (kVp)?

What is your system's kVp range?

What is your system's mAs range?

Software Features

Available Upgrades.

Is the detector water proof or water resistant?

Does your system provide any security or locking for the detector (theft deterrent)?

Does your system have storage for gloves, paperwork, markers, bags, etc.?

If wireless is not available, are there other methods to transmit?

Does your unit have any USB ports?

What is the charging time on the detector?

Do your detectors charge while in the unit?

Emergency release drive option to move unit if loss of power and location. Is it accessible by the technologists?

Can unit be moved without key or passcode (unauthorized user)?

What warranty do you offer on your system?

Detector replacement policy (if dropped, damaged, etc...)

System Highlights over competitors (limit 5)

Please advise what type of engineering training you offer for your system?

Please advise what type of user training you offer for your system?

Please advise what type of post-warranty service plans you offer?

Year and month system FDA approved? If not, when is it expected to be approved?

**END OF RFP DOCUMENT
HHSC FY17-0225**

[Exhibits are available separately]