



**MALUHIA, A LONG TERM HEALTH CARE FACILITY**  
**HAWAII HEALTH SYSTEMS CORPORATION**

1027 Hala Drive ■ Honolulu, Hawaii 96817 ■ Telephone: (808) 832-6124 ■ Secure Fax: (808) 832-3897

# **REQUEST FOR PROPOSAL**

RFP No:  
HHSC FY 19-001

**TO PROVIDE:**

**Patient Wandering Security System**

Maluhia  
1027 Hala Drive  
Honolulu, Hawaii 96817

Hawaii Health Systems Corporation  
An Agency of the State of Hawaii

Issued July 17, 2018

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**SECTION 1**  
**ADMINISTRATION**

**1.0 INTRODUCTION**

This Request for Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. All procedures and processes will be in accordance with HRS Chapter 323F and HHSC Oahu Region Procurement Policy.

Thank you for your interest in submitting a proposal for this solicitation. The rationale for this competitive sealed RFP is to promote and ensure the fairest, most efficient means to obtain the **best value** to HHSC, i.e. the proposal offering the greatest overall combination of service and price. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR”.

In order for HHSC to evaluate OFFEROR’S response in a timely manner, please thoroughly read this RFP and follow instructions as presented.

**1.1 RFP TIMETABLE AS FOLLOWS**

The timetable as presented represents HHSC’s best estimated schedule. If an activity of the timetable, such as “Closing Date for Receipt of Proposals” is delayed, the rest of the timetable dates may be shifted. OFFEROR will be advised, by addendum to the RFP, of any changes to the timetable. Contract start date will be subject to the issuance of a Notice to Proceed.

<b>ACTIVITY</b>		<b>SCHEDULED DATES</b>
1.	RFP Public Announcement	July 17, 2018
2.	RFP Orientation – meet in lobby	July 24, 2018 at 10:00 a.m.
3.	Closing Date for Receipt of Questions	August 3, 2018
<b>4.</b>	<b>Closing Date for Receipt of Proposals</b>	<b>August 15, 2018 by 4:00 p.m.</b>
5.	Proposal Evaluations	August 20-24 , 2018
6.	Proposal Discussions ( <b>optional</b> )	August 27, 2018
7.	Best and Final Offers ( <b>optional</b> )	August 29, 2018
8.	Contractor Selection/Award Notification (on/about)	September 1, 2018

**1.2 AUTHORITY**

This RFP is issued under the provisions of Chapter 323F, HRS and HHSC Oahu Region Procurement Policy. All OFFERORS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any OFFEROR shall constitute admission of such knowledge on the part of such OFFEROR.

### **1.2.1 RFP ORGANIZATION**

This RFP is organized into five sections:

**SECTION 1: ADMINISTRATIVE**

Provides information regarding administrative requirements.

**SECTION 2: SCOPE OF SERVICES**

Provides a detailed description of goods and/or services to be provided and delineates HHSC and CONTRACTOR responsibilities.

**SECTION 3: PROPOSALS**

Describes the required format and content for submission of a proposal.

**SECTION 4: EVALUATION**

Describes how proposals will be evaluated and lists the “value weight percentages” of the evaluation categories.

**SECTION 5: AWARD OF CONTRACT**

Describes procedures for selection and award of contract.

### **1.3 HEAD OF PURCHASING AGENCY (HOPA)**

The HOPA for HHSC, or designee, is authorized to execute any and all Agreements (Contracts), resulting from this RFP.

The HOPA for this RFP is:

Derek Akiyoshi  
Regional Chief Executive Officer

### **1.4 DESIGNATED OFFICIALS**

The officials identified in the following paragraphs have been designated by the HOPA as HHSC’s procurement officials responsible for execution of this RFP, award of Agreement and coordination of CONTRACTOR’s satisfactory completion of contract requirements.

#### **1.4.1 ISSUING OFFICER**

The Issuing Officer is responsible for administrating/facilitating all requirements of the RFP solicitation process and is the **sole point of contact** for OFFEROR from date of public announcement of the RFP until the selection of the successful OFFEROR. The Issuing Officer will also serve as the Contract Manager responsible for **contractual actions** throughout the term of the contract. The Issuing Officer is:

Michelle Kato, Contracts Manager  
HHSC/Maluhia  
1027 Hala Drive  
Honolulu, Hawaii 96817  
Phone: 832-3001  
e-mail: [mkato@hhsc.org](mailto:mkato@hhsc.org)

## **1.5 HHSC ORGANIZATIONAL INFORMATION**

### **1.5.1 CHARTER**

HHSC is a public body corporate and politic and an instrumentality and agency of the State of Hawaii. HHSC is administratively attached to the Department of Health, State of Hawaii and was created by the legislature with passage of Act 262, Session Laws of the State of Hawaii 1996. Act 262 affirms the State's commitment to provide quality health care for the people in the State of Hawaii, including those served by small rural facilities.

### **1.5.2 STRUCTURE AND SERVICES**

HHSC oversees the operation of twelve public health facilities throughout the Hawaiian Island chain, including Oahu, Lanai, Maui, Kauai and Hawaii. HHSC is organized into five operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As part of the Oahu Region, Maluhia is a licensed long term care facility and certified by Medicare for skilled nursing and intermediate nursing care residents. Its total capacity is 120 residents and employs 250 employees.

### **1.5.3 MISSION**

The mission of HHSC is to provide and enhance accessible, comprehensive health care services that are quality-driven, customer-focused and cost-effective.

## **1.6 FACILITY INFORMATION**

Detailed information pertaining to HHSC facilities is located at <http://www.hhsc.org>.

## **1.7 SUBMISSION OF QUESTIONS**

Questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the "Closing Date for Receipt of Questions", identified in paragraph 1.1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

**- IMPORTANT -**

**OFFEROR may request changes and/or propose alternate language to the attached HHSC General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the HHSC General or Special Terms and Conditions will be entertained after the proposals have been submitted or during the contracting process.**

HHSC reserves the right to reject or deny any request(s) made by OFFEROR.

Responses by HHSC shall be due to the OFFEROR no later than the dates for initial questions and final questions stipulated in Section 1.1.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the

official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. Please send questions to the Issuing Officer, Michelle Kato.

### **1.8 SOLICITATION REVIEW**

OFFEROR should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Michelle Kato, no later than the "Closing Date for Receipt of Proposals" as identified in Section 1.1. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

### **1.9 RFP AMENDMENTS**

HHSC reserves the right to amend the RFP any time prior to the ending date for the proposal evaluation period. RFP Amendments will be in the form of addenda.

### **1.10 CANCELLATION OF RFP**

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

### **1.11 PROTESTS**

An actual or prospective offeror who is aggrieved in connection with the solicitation or award of the contract may submit a protest. Any protest shall be submitted in writing to the HOPA as noted below.

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 prior to and not later than the "Closing Date for Receipt of Proposals" identified in section 1.1.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted in the Maluhia website at: <http://www.hhsc.org/oahu/maluhia/index.html>

Any and all protests shall be submitted in writing to the HOPA, as follows:

Derek Akiyoshi  
Regional Chief Executive Officer  
Hawaii Health Systems Corporation  
3675 Kilauea Avenue  
Honolulu, Hawaii 96816

## **SECTION 2** **SCOPE OF SERVICES**

### **2.0 INTRODUCTION**

The purpose of this competitive solicitation is to award a single, fixed-priced Agreement.

The OFFEROR awarded an Agreement under this RFP shall be referred to as “CONTRACTOR” or “OFFEROR”.

### **2.1 CONTRACT PERIOD**

The term of contract shall be for a one period, commencing on/about September 1, 2018, with one (1) 12-month option period.

### **2.2 SCOPE OF SERVICES**

A. The Contractor shall replace existing system and install a new patient wandering security system (PWSS). The PWSS shall lock at an exit door to prevent patient from outside activities.

At a minimum, the PWSS features shall include the following:

1. Locking sensors (magnet or other locking system) on all exit doors. (See Appendix E for locations)
  - a. The door shall lock when resident with a tag approaches any exit door within 2 to 3 feet and sends a message to alert the staff. The lock should not release automatically.
  - b. Escort (bypass) function for main entrance and other areas shall be available.
2. Sensor to alert staff when a resident with a tag approaches the elevator on all floors. The nursing office (1 each) and patient units (4 each) should have their own panel/notification for location and by-pass services.
3. System must interface with the building fire alarm system as required by Fire and Life Safety Code to release locks in event of fire.
4. System shall not affect or be affected by other electronic devices/equipment used in the facility.
5. System shall include monitoring functions that displays the resident’s location at all times and any system notifications such as door-ajar notifications.
6. Reusable, water-resistant tag for resident’s use.
7. Include all electrical work and permits.
8. Provide user training, warranty and manufacturers’ guidelines for care and maintenance of system.
9. Provide cost and order information for replacement transmitters.
10. Provide preventive maintenance for two years following the complete installation of the system.
11. Provide manufacturer useful life of the system.

### **2.3 WORKING HOURS**

A. The regular working hours for this project is from 7:45 AM to 3:30 PM Monday through Friday, excluding State Holidays. Working hours may be revised upon the approval of HHSC Technical Representative.

B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours upon the pre-approval of HHSC Technical

Representative.

### **2.3 TECHNICAL REPRESENTATIVES**

Technical Representatives have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing CONTRACTOR performance; placing requests for services; and, approving completed work/services with verification of same for CONTRACTOR's invoices. Technical Representatives will also serve as points of contact for "technical" matters throughout the term of the contract. The Technical Representative is Mr. Ron Kurasaki.



## **SECTION 3** **PROPOSALS**

### **3.0 INTRODUCTION**

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving OFFEROR ample opportunity to highlight their proposal. When an OFFEROR submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

### **3.1 PROPOSAL PREPARATION**

OFFEROR shall prepare a written proposal in accordance with requirements of this Section. Proposals shall address and contain, at a minimum:

The technical category information identified in paragraph 3.7 below.

The price category information identified in paragraph 3.8 below.

The Technical and Price proposals shall be distinct documents and readily separable for review. Proposals shall include all data and information requested to qualify proposals for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of a proposal.

### **3.2 COSTS FOR PROPOSAL PREPARATION**

Any and all costs incurred in the development of proposals, i.e. preparing and submitting, on-site product/service demonstrations, on-site visits, oral presentations, travel and lodging, etc. shall be the sole responsibility of OFFEROR.

### **3.3 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 Services. HHSC reserves the right to ask for clarification of any item in the proposal.

**- ATTENTION -**

**Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Please refer to Section 1.7.**

An OFFEROR will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- Proof of collusion among OFFERORS, in which case all proposals involved in the collusive action will be rejected.
- The OFFEROR'S lack of responsibility and cooperation as shown by past work or services.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- Proof of exclusion 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.

### **3.4 SUBMISSION OF PROPOSALS**

Each OFFEROR may submit only one (1) written proposal (which includes a technical proposal and a price proposal). Alternate proposals will not be accepted. The Issuing Officer must receive one (1) original no later than the “Closing Date for Receipt of Proposals”, identified in Section 1, paragraph 1.1. **Proposals received after this time/date may be rejected.** Mail or deliver proposals to the following address:

Michelle Kato, Contracts Manager  
Re: RFP No. HHSC FY19-001  
Maluhia  
1027 Hala Drive  
Honolulu, Hawaii 96817

Electronic submittals may be submitted to [mkato@hhsc.org](mailto:mkato@hhsc.org) by the “Closing Date for Receipt of Proposals”, identified in Section 1, paragraph 1.1. Offerors shall submit one original of the electronic proposal within three (3) business days after the electronic submittal is submitted or after the closing date for receipt of proposals, which ever is later. Offerors are unresponsive if this requirement is not submitted.

The outside cover of the package containing the proposal should be noticeably marked, as follows:

**Proposal Submitted in Response to: RFP No. 19-001**

### **3.5 PROPOSAL TRANSMITTAL COVER LETTER**

OFFEROR is required to submit proposal with a transmittal cover letter. The transmittal cover letter must be on the OFFEROR’S official business letterhead; signed by an individual authorized to legally bind the OFFEROR; affixed with the corporate seal or notarized; and minimally include information, as written/requested, on the “sample” letter in Section 5, APPENDIX A.

### **3.6 PUBLIC INSPECTION**

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

OFFEROR shall request in writing the 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. 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 OFFEROR become the property of HHSC and may be returned only at HHSC’s option.

### **3.7 TECHNICAL PROPOSAL**

The technical proposal shall include the following categories:

A. SPECIALIZED EXPERIENCE & PAST PERFORMANCE

B. ORGANIZATION AND TECHNICAL APPROACH  
C. EQUIPMENT PROPOSAL

**3.7.1 SPECIALIZED EXPERIENCE**

The prime Contractor shall demonstrate recent, relevant experience on similar projects. Offerors may identify state and local government and private contracts that are similar to the scope of work requirements. If the Offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this project. The Contractor shall submit no more than five (5) projects for each of the relevant experience or similar project. Please see Appendix C for more details.

**3.7.2 ORGANIZATION AND TECHNICAL APPROACH**

Provide information that described the offeror's organization and intended technical approach. This includes the following:

Organization: Describe how resources will be utilized, their roles and responsibilities and any contractual arrangements that are established. Clearly describe any teaming or joint venture arrangements, including a clear description of each Contractor's roles and responsibilities on the project. Include a simple organizational chart, illustrating the organization with the key personnel of project. Describe the proposed management structure for the team, describing how the process will be managed and the authorities and the delegation of authority within the team.

Planning and Scheduling: Describe the time control capabilities and systems to be used and how the schedule will be used to manage the project. Discuss internal procedures for handling delays to minimize time growth. Include a summary schedule.

**3.7.3 EQUIPMENT PROPOSAL**

Provide a detail description the equipment/system that will be used (this includes number of devices used). The proposal shall include all the items listed in the scope of services (Section 2.2). Manufacturer information is acceptable, but features not included in the proposal shall be clearly stated.

**3.8 PRICE PROPOSAL**

The price proposal shall include the price of the equipment /system being proposed. At a minimum, the price proposal shall include a schedule of values that includes the labor, materials and sub-contractors that will be used for this project.

**3.9 NON ACCEPTANCE OF ANY RFP REQUIREMENT**

If any RFP requirement, as describe in this RFP, is not acceptable to the Offeror, list the requirement(s) and provide detailed explanation of the reasons why the requirement(s) is not acceptable and provide a recommended revision, if applicable. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP.

**- ATTENTION -**

**Any proposal offering any other set of terms and conditions contradictory to those included in the RFP will be disqualified without further notice. Please refer to Section 1.7.**

## **SECTION 4** **EVALUATIONS**

### **4.0 INTRODUCTION**

The evaluation of proposals shall be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

### **4.1 PROPOSAL EVALUATION COMMITTEE**

An evaluation committee will be selected from HHSC to perform all evaluation requirements. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in the RFP. HHSC reserves the right to request information from OFFEROR to clarify the OFFEROR'S proposal.

### **4.2 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Price Proposal Evaluation
- Phase 4....Determination of Priority List of OFFERORS
- Phase 4.....Proposal Discussions by Priority-List (**optional**)
- Phase 5.....Best and Final Offers by Priority List (**optional**)
- Phase 6.....Recommendation for Contract Award

#### **4.2.1 PHASE - 1 EVALUATION OF MANDATORY REQUIREMENTS**

The evaluation of the mandatory requirements, as listed below, shall be based 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 Scope of Services requirements"; and, "Were proposal documents, as identified below, received by HHSC and do they contain the required information?" Failure to meet any mandatory requirement will be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification ("No Pass") thereof.

##### **Proposal Mandatory Requirements**

- A. Proposal Cover Letter **with corporate seal or notarization**
- B. Company financial statements for the past two years, preferably audited, or a copy of filed tax returns. Certified Balance & Income Statements are acceptable; keep documentation simple/limited. If not available or applicable, please explain reason(s) why.
- C. Identification of litigation currently impacting the Company, if any. State "NONE", if none.

#### **4.2.2 PHASE - 2 TECHNICAL PROPOSAL EVALUATION**

Evaluation of OFFEROR'S technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 4.3 and the evaluation scoring system identified in paragraph 4.4.

**4.2.3 PHASE - 3 PRICE PROPOSAL EVALUATION**

Evaluation of the price proposal shall be conducted using the price proposal category and the value weight percentages identified in paragraph 4.3 and the evaluation scoring system identified in paragraph 4.4.

**4.2.4 PHASE - 5 PROPOSAL DISCUSSIONS WITH PRIORITY-LISTED OFFERORS (OPTIONAL)**

At its discretion, following the Mandatory Requirements Phase, HHSC may develop a Priority List of Offerors based on the evaluation of OFFERORS' Technical and Price proposals. This Priority List may be asked to conduct discussions with HHSC. OFFEROR'S proposal may be accepted without Discussions. In the event that HHSC elects to hold Discussions, HHSC shall inform Priority-Listed OFFERORS of specific Discussion topics and issues; and schedule Discussion proceedings.

**4.2.5 PHASE - 4 BEST AND FINAL OFFERS (OPTIONAL)**

OFFEROR may be requested to submit a Best and Final offer. Best and Final offers shall be evaluated and scoring of the OFFEROR'S proposal adjusted, accordingly. If a Best and Final offer is requested but not submitted, the previous submittal shall be construed as the Best and Final offer.

**4.2.6 PHASE - 6 RECOMMENDATION FOR CONTRACT AWARD**

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the HOPA.

**4.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES**

<b>Mandatory Requirements</b>	<b>Pass/No Pass</b>
<b>Technical Proposal</b>	<b>Value Weight</b>
Specialized Experience & Past Performance	30%
Organization and Technical Approach	20%
Equipment proposal	30%
<b>Price Proposal.....</b>	<b>20%</b>
<b>TOTAL.....</b>	<b>100%</b>

**4.4 EVALUATION SCORING SYSTEM**

The maximum number of points available for scoring is one thousand (1000) per evaluator. The proposal receiving the highest number of points is considered statistically the best proposal and the **best value** 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 weight percentage, as determined by HHSC, totaling 100%. Each category will be rated between one (1) and ten (10), with ten being the highest (the best rating) by each member of the evaluation committee. The OFFEROR'S total score (see note below) will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and, c) totaling the score of all evaluators.

**Note:** In determining the total score, the OFFEROR'S price proposal with the lowest price will receive the highest available rating allocated to price. Each proposal that has a higher price than the lowest will have a lower rating for price. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

## **SECTION 5** **AWARD OF CONTRACT**

### **5.0 AWARD OF CONTRACT**

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is determined by the Evaluation Committee to provide the best value to HHSC, considering all evaluation reviews and results. The Contract award may be awarded in whole or in part based on the availability of funds.

### **5.1 CONTRACT AWARD NOTIFICATION**

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii State Procurement Office website. This will serve as the official notification to all OFFERORS. In addition, the Issuing Officer will inform the successful OFFEROR of contract award selection by an official “notice of award” letter.

At its discretion and as a courtesy to the OFFEROR the Issuing Officer may issue a “Notice of Posting of Award” to the unsuccessful OFFERORS. However a delay in issuing the notice or the inadvertent omission of such courtesy notice will not extend the protest filing time.

### **5.2 CONTRACT AWARD DEBRIEFING**

If requested, HHSC shall provide a contract award debriefing. The purpose of a debriefing is to inform the non-selected OFFEROR of the basis for the source selection decision and contract award. A written request to the Issuing Officer for a debriefing shall be made within three (3) working days after receipt of non-award of contract letter from HHSC and/or posting of the award of the contract.

### **5.3 CONTRACT DOCUMENT**

The contract will be awarded by executing an **“Agreement for Goods or Services Based Upon Competitive Sealed Proposals”** (hereinafter “CONTRACT”) by HHSC and the successful OFFEROR (hereinafter “CONTRACTOR”). This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and the CONTRACTOR’s accepted proposal, with any and all addendums, changes, negotiated agreements, all of which becomes part and whole of the CONTRACT.

### **5.4. GENERAL AND SPECIAL CONDITIONS:**

The General Conditions – Purchase of Goods and Services from Non-Healthcare Service Providers (for Non 103D Agreements) are applicable and shall be apart and whole and attached to the Agreement.

In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

**Of particular significance, please note/review the following requirements:**

### **5.5 GENERAL EXCISE/USE TAX**

Refer to the GENERAL CONDITIONS - NON-PHYSICIAN HEALTHCARE SERVICES, APPENDIX B. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii CONTRACTOR are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the use tax imposed by Chapter 28, HRS.

Pursuant to Section 237-9, HRS, the CONTRACTOR is required to obtain and/or possess a valid General Excise Tax License from the Hawaii State Department of Taxation (DOTAX) prior to executing a contractual agreement with a State Agency (Reference the GENERAL CONDITIONS - NON-PHYSICIAN HEALTHCARE SERVICES, APPENDIX E).

The **General Excise Tax License** shall be obtained from the DOTAX offices in the State of Hawaii or the DOTAX Web Site and by mail or FAX. Refer to the next paragraph for procedures in obtaining DOTAX forms and information.

### **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 at <http://vendors.ehawaii.gov>

One interface covers all the forms for all state agencies and partners. Easy to read instructions and context sensitive help make compliance safe, fast and efficient. Using the Wizard will file with Department of Taxation and optionally with the Business Registration Division of the DCAA. If you have or will have employees, the Wizard will also file with Department of Labor and Industrial Relations.

OFFERORS who elect to use the services will be required to pay an annual fee of \$15.00.

### **5.6 CERTIFICATE OF COMPLIANCE**

The CONTRACTOR is required to obtain/posses 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 [www.hawaii.gov/labor](http://www.hawaii.gov/labor) (open "Get a Form"; then 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 CONTRACTOR who in turn shall submit the form to HHSC.

### **5.7 CERTIFICATE OF GOOD STANDING**

a. **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 CONTRACTOR shall obtain/possess **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. A CONTRACTOR’s status as sole proprietor and its business street address as indicated on the proposal transmittal cover letter (APPENDIX A) will be used to confirm that the CONTRACTOR is a Hawaii Business.

b. 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 CONTRACTOR shall obtain/posses Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

c. The Certificate of Good Standing can be obtained by phone (call (808) 586-2727, Monday thru Thursday 7:45-4:30 HST) or by mail (Department of Commerce and Consumer Affairs, Business Registration Division, P.O. Box 40, Honolulu, Hawaii 96810). The certificate is valid for six (6) months from date of issue and must be valid on the date it is received by HHSC.

## **5.8 PERFORMANCE AND PAYMENT BOND**

Upon the acceptance of the proposal by HHSC, the CONTRACTOR must enter into and execute a contract and furnish a Performance and Payment bond, as required by law.

## **5.9 Certification for Safety and Health Programs for Offers in excess of \$100,000**

In accordance with HRS 396-18, by submitting this proposal, the Offeror 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).

## **5.10 Labor and Wage Certification**

In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2000, by submitting this proposal, the Offeror 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.

**5.11** For offers of \$25,000 or more , the bidder 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. Offeror shall complete the CERTIFICATION OF COMPLIANCE form (APPENDIX D) and submit it with the proposal.

#### **5.12 CONTRACT EXECUTION**

Upon receipt of the CONTRACT document, the CONTRACTOR shall have ten (10) business days to execute and return the CONTRACT to the Issuing Officer. Explicit execution instructions will accompany the CONTRACT. A copy of the fully executed CONTRACT will be provided the CONTRACTOR within seven (7) business days of CONTRACT execution.

Award of CONTRACT may be withdrawn if the CONTRACTOR is unable to meet CONTRACT execution requirements.

#### **5.13 CONTRACT COMMENCEMENT DATE**

Upon completion of CONTRACT execution requirements, a **“Notice to Proceed”** letter will be provided the CONTRACTOR specifying the “Commencement” (start work) date of the CONTRACT. No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the Notice to Proceed letter. HHSC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official, notice to proceed “Commencement” date.

**SAMPLE  
PROPOSAL TRANSMITTAL COVER LETTER**

Ms. Kato:

(Name of Business) \_\_\_\_\_ proposes to provide any and all goods and services as set forth in the “Request for Proposals for Competitive Sealed Proposals” to provide “**Maluhia Patient Resident Security System**”, for which fees/costs have been set. The fees/costs offered herein shall apply for \_\_\_\_\_ (Please insert applicable period of time).

It is understood and agreed that (Name of Business) \_\_\_\_\_ have read HHSC’s Scope of Services described in the RFP and that this proposal is made in accordance with the provisions of such Scope of Services. By signing this proposal, \_\_\_\_\_ (Name of Business) \_\_\_\_\_ guarantee and certify that all items included in this proposal meet or exceed any and all such Scope of Services.

\_\_\_\_\_ (Name of Business) \_\_\_\_\_ agree, if awarded the contract, to provide the goods and services set forth in the RFP; and comply with all terms and conditions indicated in the RFP; and at the fees/costs set forth in this proposal. The following individual(s) may be contacted regarding this proposal: \_\_\_\_\_

**Other information:**

Business Phone #:		Federal Tax ID #:	
Facsimile #:		Hawaii GET Lic. ID #:	
E-mail address:			

\_\_\_\_\_(Name of Business) \_\_\_\_\_ is a:  Sole Proprietor  Partnership  Corporation  Joint Venture Other (Specify) \_\_\_\_\_

State of Incorporation is: (Specify) \_\_\_\_\_

The exact legal name of the business under which the contract, if awarded, shall be executed is:

\_\_\_\_\_  
(Authorized Bidder’s Signature, Printed Name/Title; Corporate Seal or Notarized)

## APPENDIX B

A copy of the following references may be found at the website:

<https://maluhia.hhsc.org/procurement/general-conditions/>

1. General Conditions Physician Healthcare Service Providers (Non-HRS 103D)
2. Agreement for Goods or Services Based Upon Competitive Sealed Proposals (Non-HRS 103D Sample)

**SPECIALIZED EXPERIENCE**

Provide the following information to show examples of projects your company installed a wandering system within the last five years indicating experience with projects of similar type and scope. Use one form per project. Each project shall not exceed 2 pages.

Your Firm's Name: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

General Scope of Construction Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Role (Prime, Joint Venture, or Subcontractor, etc.)

\_\_\_\_\_

Construction cost: \_\_\_\_\_

Extent and type of work you subcontracted out: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dates Construction: Began \_\_\_\_\_ Completed \_\_\_\_\_

Were you terminated or assessed liquidated damages? \_\_\_\_\_

If either yes, please explain \_\_\_\_\_

Owner's point of contact for reference

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

**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 / Bidder 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.

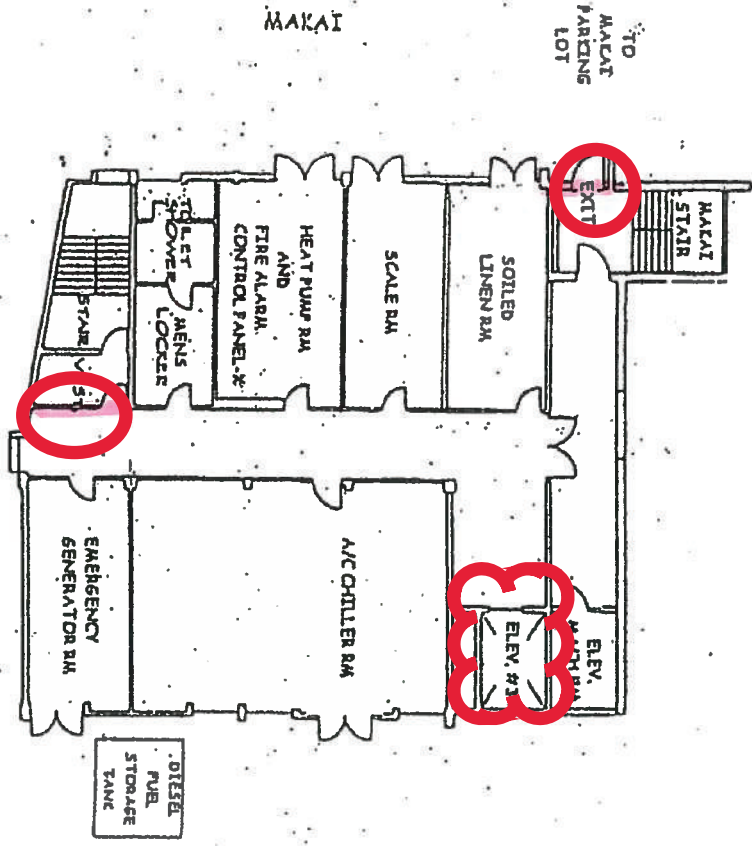
Furthermore, \_\_\_\_\_ acknowledges that  
(Company Name)  
making a false certification shall cause its suspension from further offerings or awards.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX E  
LOCATION MAP



**MALUHIA HOSPITAL**


**SUB-BASEMENT FLOOR PLAN**


NOTE : PLAN NOT TO SCALE

REVISED: AUG - 2007

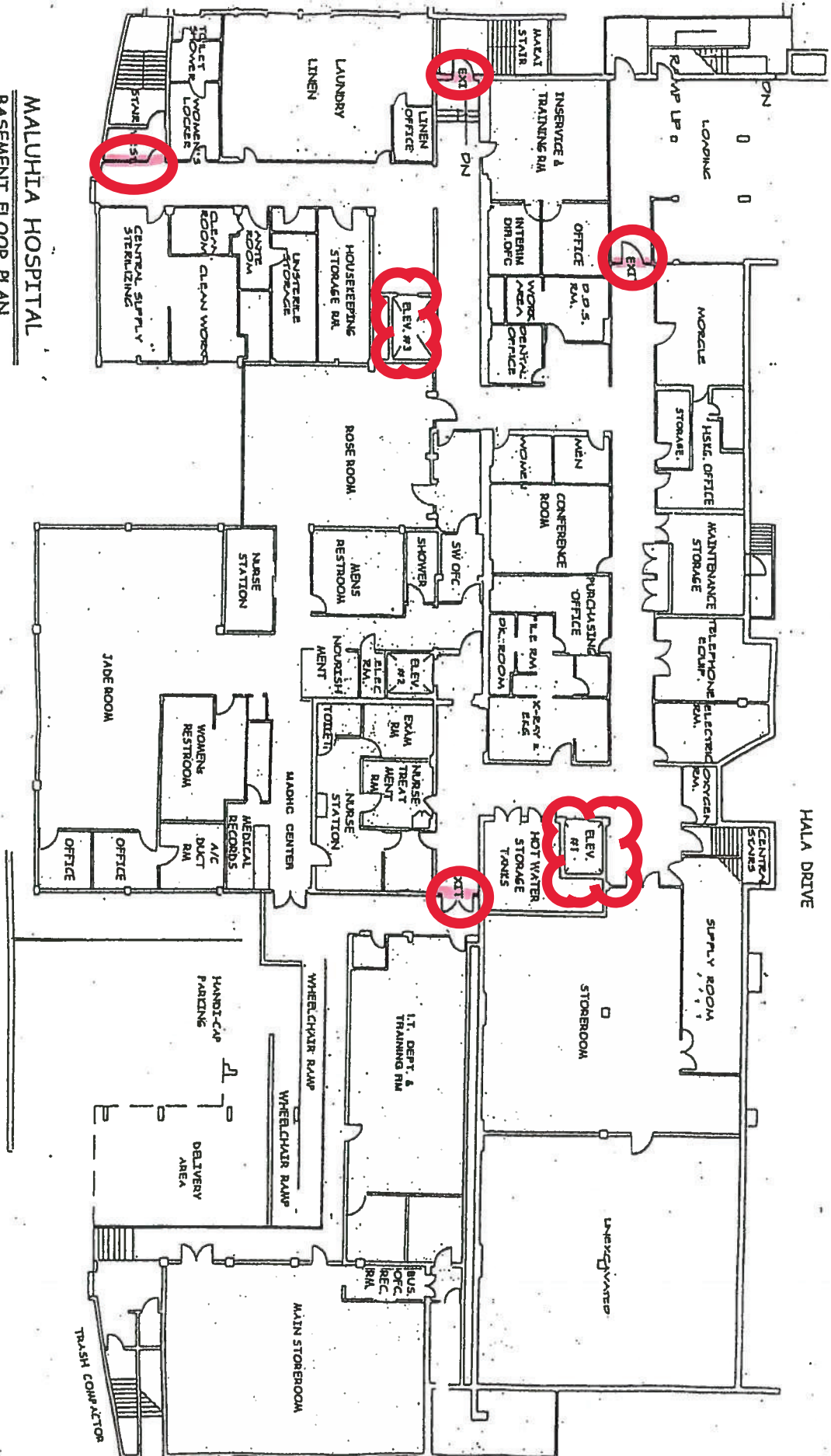
DIAMOND HEAD

**LEGEND:**

Doors 

Elevators 

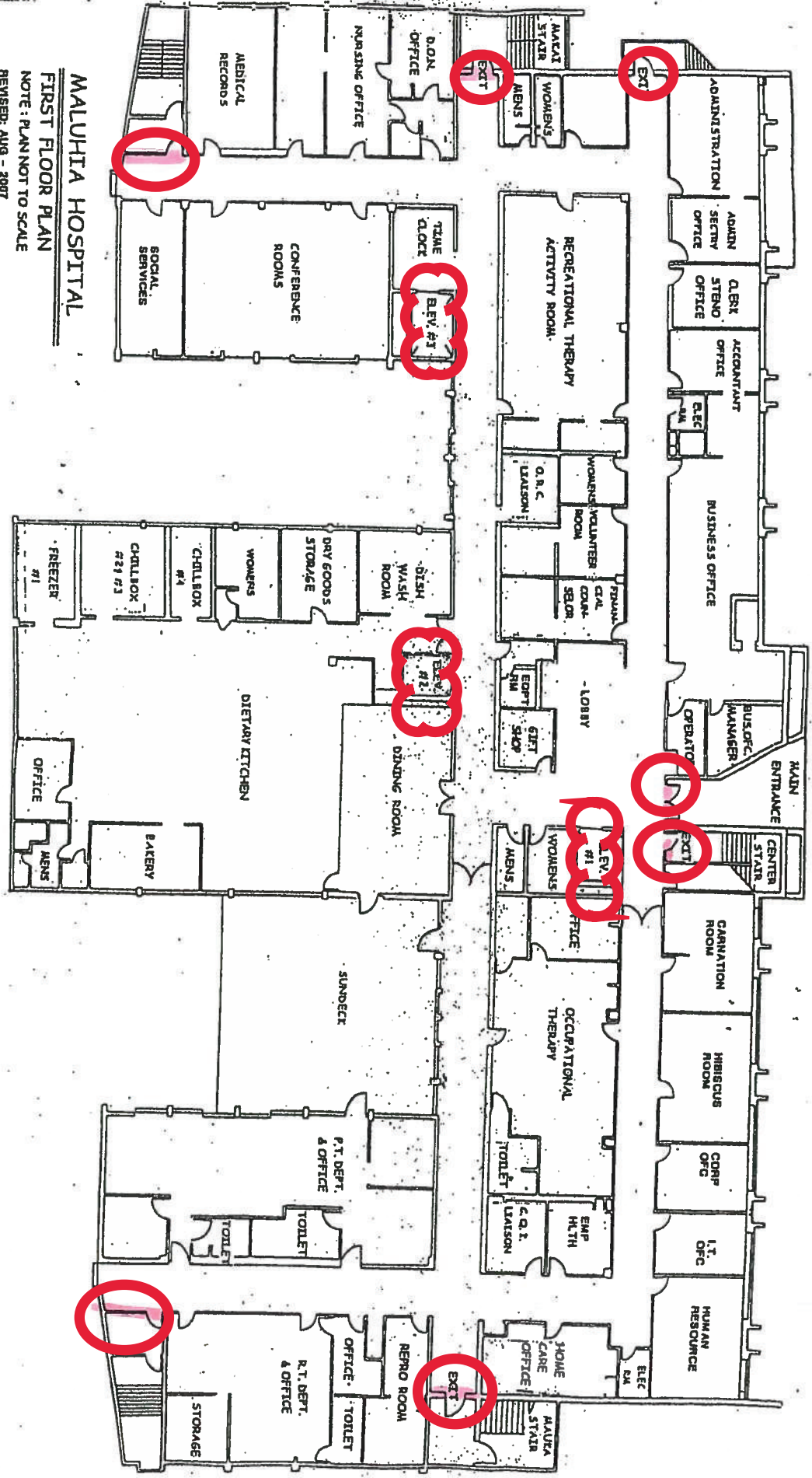
MALUHIA HOSPITAL  
 BASEMENT FLOOR PLAN  
 NOTE: PLAN NOT TO SCALE  
 REWSED: AUG - 2007



HALA DRIVE

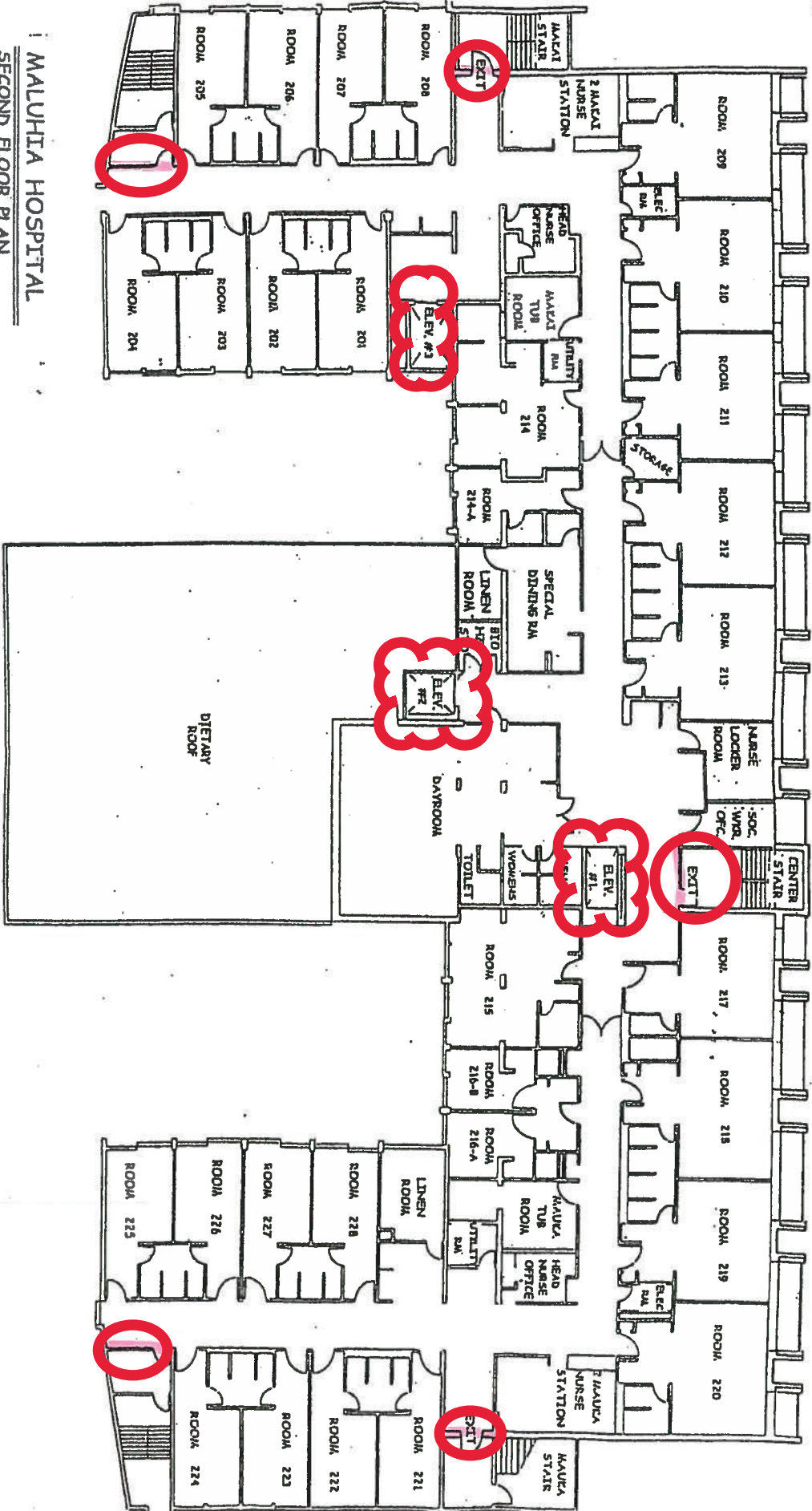


**MALUHIA HOSPITAL**  
**FIRST FLOOR PLAN**  
 NOTE : PLAN NOT TO SCALE  
 REVISED: AUG - 2007

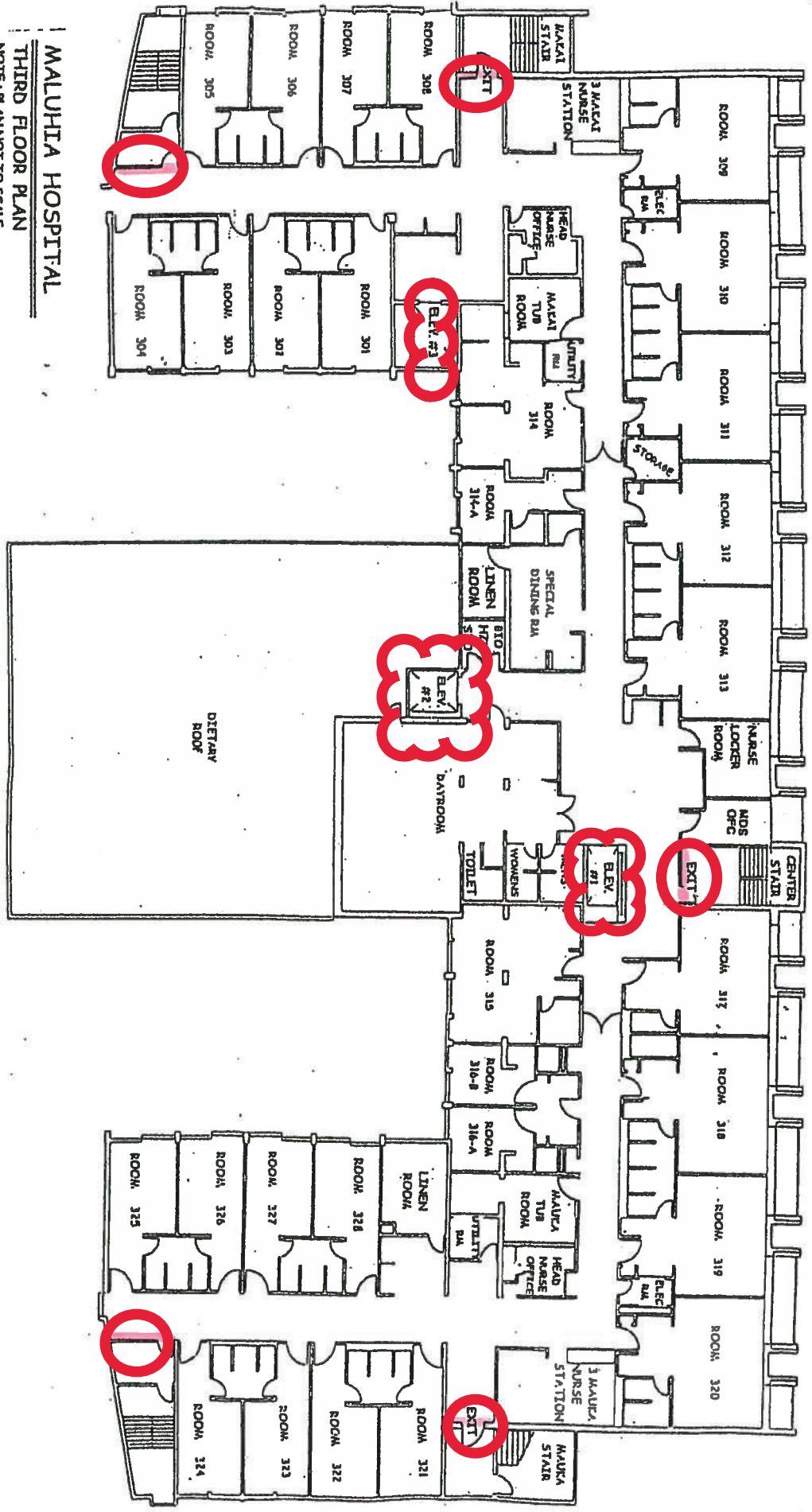


HALA DRIVE

HALA DRIVE



MALUHIA HOSPITAL  
SECOND FLOOR PLAN  
NOTE: PLAN NOT TO SCALE  
REVISED: AUG - 2007



HALA DRIVE

MALUHIA HOSPITAL  
 THIRD FLOOR PLAN  
 NOTE: PLAN NOT TO SCALE  
 REVERSE: AUG - 2007