



Department of Public Safety

RELEASE DATE: September 24, 2021

REQUEST FOR PROPOSALS RFP No. PSD 22-NED-09

SEALED OFFERS FOR **HAWAII PRESCRIPTION DRUG MONITORING PROGRAM** NARCOTICS ENFORCEMENT DIVISION

WILL BE RECEIVED UP TO 4:30 P.M. (HST)

ON

OCTOBER 25, 2021

at psd.bids@hawaii.gov . DIRECT WRITTEN QUESTIONS RELATING TO THIS

SOLICITATION TO MARC YAMAMOTO AT E-MAIL: psd.bids@hawaii.gov.

Due to COVID-19, No hardcopy proposals will be accepted. Interested vendors shall submit their proposals in pdf format to psd.bids@hawaii.gov prior to the bid date and time.

Max N. Otani, Director

RFP No.: PSD 22-NED-09

Name of Company

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY (PSD)
September 24, 2021
REQUEST FOR PROPOSAL
RFP No. PSD 22-NED-09

HAWAII PRESCRIPTION DRUG MONITORING PROGRAM

The Department of Public Safety (PSD), Narcotics Enforcement Division (NED), is requesting proposal from qualified applicants to provide a fully hosted Prescription Drug Monitoring Program database and web-based (or Software as a Service, SaaS) application with real-time data collection and interoperability capability with other State PDMP systems, Pharmacy Management Systems, and Electronic Healthcare Record systems. (Qualified applicants / Interested vendors are defined as those parties with an existing PDMP currently in use with other governmental entities.)

Interested vendors are encouraged to review the attached scope of work and provide comments, cost, a project plan, and time estimates for project milestone event. The cost would be based on a twelve (12) month contract period with the option to extend for four (4) additional twelve (12) month period or portion thereof, subject to the availability of funds, satisfactory performance of the provider and prewritten mutual consent.

1st year to include setup and migration costs, maintenance/support, and hosting and help desk support referred to in this RFP.

2nd year through 5th year to include maintenance/support, and hosting and help desk support referred to in this RFP.

The incumbent vendor is Apriss, Inc., at a monthly cost of \$6,650.00. There are no caps on the number of PDMP users, number of controlled substance dispensation records and number of queries or patient searches. The current estimated number of PDMP users who can query the system is approximately 9,500, the number of dispensers submitting records is approximately 600, the number of dispensation records is approximately 1.5 million per year. The number of records is approximately +7.5 million.

A mandatory informational meeting will be held on:

Time: October 1, 2021 09:30 AM Hawaii

Join Zoom Meeting
<https://zoom.us/j/5997866396?pwd=bGQ2QWl4MmhwNjNPd1VVcIE5R0liUT09>

Meeting ID: 599 786 6396
Passcode: inX8P7

Demonstrations will be part of the evaluation process and will be scheduled after the proposal due date. Qualifying bidders will be invited to demonstrate their product via Microsoft Teams. Refer to Evaluation section herein for the qualifying requirements,

Questions regarding the attached documents may be submitted by October 5, 2021, 4:30 PM (HST). An addendum to respond to the questions received will be issued on October 8, 2021,

RFP No. PSD 22-NED-09

4:30 PM (HST). Bid responses to this request for proposal are due no later than

October 25, 2021, at 4:30 PM (HST).

Due to COVID-19, we will be accepting only electronically submitted proposals, electronic copy shall be e-mailed in portable document format (PDF) compatible with Acrobat Adobe Reader XI to psd.bids@hawaii.gov

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Wage Certification

SPO-009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII
SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006,
HRS

SPO-013: CERTIFICATE OF CURRENT COST or PRICING DATA

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

Prescription Drug Monitoring Programs (PDMPs) are used to identify and prevent drug diversion at the prescriber, pharmacy, and patient levels by collecting Schedule II-V controlled substance and drugs of concern prescriptions dispensed by pharmacies and practitioners licensed by the State of Hawaii. Collection of this prescription information allows practitioners, and other eligible users to query this data for patient-specific reports which allow a review of the patient's Schedule II-V controlled substance prescription records. This enables the practitioner to determine if patients are receiving controlled substances from other providers and to assist in the prevention of prescription drug abuse. PDMPs are also important tools for both health care and law enforcement, as it provides an investigative tool for controlled substance violations and allows prescribers to make informed prescribing decisions upon reviewing their patient's-controlled substance dispensing history.

Prescription data collected by pharmacies and dispensing practitioners is stored into a secure central database. Only those persons authorized by Hawaii state statute are allowed access to the information contained in the PDMP database, which includes health professionals and law enforcement agencies.

1.2 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

24/7/365	=	24 hours a day/7 days a week/365 days (ordinary year) or 366 days (leap year).
ASO/PC	=	Administrative Services Office, Procurement and Contracts, 1177 Alakea Street, 3 rd floor, Honolulu, Hawaii 96813
BAFO	=	Best and Final Offer
DEA Number	=	Drug Enforcement Administration Registration number
EHR	=	Electronic Healthcare Record
EMR	=	Electronic Medical Record
GET	=	General Excise Tax
GC	=	General Conditions, issued by the Department of the Attorney General, Form AG-008 Revised 10/17/2013 by the Department of the Attorney General. Viewable at : https://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf
GP	=	General Provisions
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
HI-PDMP	=	Hawaii Prescription Drug Monitoring Program (referred to the electronic prescription accountability system or EPAS in the Hawaii Revised Statutes)
NPI	=	National Provider Identifier (healthcare)
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office
PMP Gateway and RxCheck Hub	=	Solutions that integrate PDMP data with EHR, EMR and pharmacy management systems.

PSD	=	Department of Public Safety
State	=	State of Hawaii, including its departments, agencies, and political subdivisions
Vendor	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation

The Hawaii Revised Statutes that reference the HI-PDMP, also known as the electronic prescription accountability system, are: (Hyperlink)

HRS §329.1 [Definitions](#)

HRS §329.38.2 [Prescriptions; additional restrictions](#)

HRS §329-101 [Reporting of dispensation of controlled substances; electronic prescription accountability system; requirements; penalty](#)

HRS §329-102 [Central repository](#)

HRS §329-103 [Designated state agency](#)

HRS §329-104 [Confidentiality of information; disclosure of information](#)

1.3 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Response Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

THE SCHEDULE BELOW IS FOR INFORMATIONAL PURPOSES OF THIS RFP ONLY AND IS SUBJECT TO CHANGE

Release of Request for Proposal	September 24, 2021
Orientation Conference (Mandatory)	October 1, 2021
Due date to Submit Questions	October 5, 2021 4:30 PM (HST)
State's Response to Questions*	October 8, 2021 4:30 PM (HST)
Proposal Due date/time (Mandatory)	October 25, 2021 4:30 PM (HST)
Proposal Evaluation	October 26, 2021 to November 23, 2021
Demonstration by Qualifying Vendors	November 1 to 4, 2021
Addendum Requesting a Best and Final Offer, if needed	November 10, 2021
Best and Final Offer Due Date, if needed	November 17, 2021
Notice of Award	November 24, 2021
Contract Start Date:	December 17, 2021

1.4 ORIENTATION CONFERENCE

The purpose of the orientation conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The orientation conference is mandatory, and Offerors can gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the orientation conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Time: October 1, 2021, 09:30 AM Hawaii

Join Zoom Meeting

<https://zoom.us/j/5997866396?pwd=bGQ2QWI4MmhwNjNPd1VVclE5R0liUT09>

Meeting ID: 599 786 6396

Passcode: inX8P7

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.3, *RFP Schedule, and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.3, *RFP Schedule, and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

Prescription Drug Monitoring Programs (PDMPs) are used to identify and prevent drug diversion at the prescriber, pharmacy, and patient levels by collecting Schedule II-V controlled substance and drugs of concern prescriptions dispensed by pharmacies and practitioners licensed by the State of Hawaii. Collection of this prescription information allows practitioners, and other eligible users to query this data for patient-specific reports which allow a review of the patient's Schedule II-V controlled substance prescription records. This enables the practitioner to determine if patients are receiving controlled substances from other providers and to assist in the prevention of prescription drug abuse. PDMPs are also important tools for both health care and law enforcement, as it provides an investigative tool for controlled substance violations and allows prescribers to make informed prescribing decisions upon reviewing their patient's-controlled substance dispensing history.

Prescription data collected by pharmacies and dispensing practitioners is stored into a secure central database. Only those persons authorized by Hawaii state statute are allowed access to the information contained in the PDMP database, which includes health professionals and law enforcement agencies.

Hawaii's current PDMP vendor is Appriss.

2.2 PURPOSE

This Statement of Work (SOW) contains requirements specifically for the Hawaii Prescription Drug Monitoring Program (HI-PDMP). The goal of the Hawaii Department of Public Safety is to ensure the continued performance and functionality of the PDMP at the authorized user and administrative level. This requires collecting data from reporting entities, hosting the data in a secure site, coordinating data management securely, and being able to establish a secure web-based portal with graphical internet interfaces to include standard browsers to facilitate automated communication for authorized users. The system must be capable of supporting interstate data sharing via PMP InterConnect (PMPI), RxCheck Hub, integrating with electronic health records (EHRs), health information exchanges (HIE), and pharmacy dispensing systems to facilitate prescriber and dispenser access to PDMP data, reducing time and effort needed to obtain a patient's history, seamlessly and in as close to real time as possible.

The current estimated number of PDMP users who can query the system is approximately 9,500, the number of dispensers submitting records is approximately 600, the number of dispensation records is approximately 1.5 million per year. The number of records is approximately +7.5 million.

2.3 DATA OWNERSHIP

Any data collected as part of the Hawaii Prescription Drug Monitoring Program, whether prescriptions, patient data, query requests, investigators' notes, or other relevant data, is the property of Hawaii Department of Public Safety, the relevant agency generating such data, or the State of Hawaii, as appropriate. Any exceptions to this clause must be in writing.

2.4 DATA COLLECTION

- 2.4.1** Prepare and provide to statutorily authorized dispensers, as indicated by Hawaii Department of Public Safety, any instructions necessary to comply with the reporting requirements, including technical assistance. The instructions/manual must be available online.
- 2.4.2** Receive electronic prescription information transmitted directly from the dispensers, 24/7/365. Once data is imported, data will be immediately available to authorized users to query and view through various reports within the PDMP.
- 2.4.3** Provide a secure mechanism for collecting and/or uploading for dispensers of controlled substance prescriptions required to be reported in a standardized format. Data elements for all controlled prescription transactions including the following:
 - 2.4.3.1** The vendor shall collect the electronic data in the format established by the American Society for Automation in Pharmacy (ASAP) Telecommunications Format for Controlled Substances in ASAP Version 4.1, 4.2, 4.2A, 4.2B, and the successors of those versions, receiving such data transmissions in secure FTP, Virtual Private Network (VPN), and other agreed upon media. Hawaii Department of Public Safety will be able to configure whether each ASAP field is considered required. Records that do not contain required fields will be rejected, and a communication will be sent to the submitter instructing them to correct it.
 - 2.4.3.2** At minimum, the following data elements shall be collected for all controlled substance prescription transactions, as well as for other drugs of concern identified by Hawaii Department of Public Safety:
 - a. The name of the prescribing practitioner and the practitioner's Federal Drug Enforcement Administration registration number or other appropriate identifier; (In the case of pharmacist or non-DEA prescriber dispensation related to naloxone or other non-scheduled drug of interest under epidemiological or programmatic study the NPI must be captured).
 - b. the date that the prescription was written.
 - c. the date the prescription was filled and the method of payment.
 - d. the name, address, and date of birth of the person for whom the prescription was written.
 - e. the name and national drug code of the controlled substance.
 - f. the quantity and strength of the controlled substance dispensed.
 - g. the name of the drug outlet dispensing the controlled substance.
 - h. the name of the pharmacist or practitioner dispensing the controlled substance and/or other appropriate identifying information; and
 - i. species code (veterinary prescriptions).

- 2.4.4** The application will support data submission in all industry standard formats including ASAP, batch file transmissions, manual, and automated data entry via the data collection web portal, SFTP, and TCPIP.
- 2.4.5** Provide a secure web portal to allow for manual entry for low volume uploads.
- 2.4.6** Accept a report of no (or zero) prescriptions issued within a specified time period and generate and deliver a report of those submissions to Hawaii Department of Public Safety within a schedule established by Hawaii Department of Public Safety. Provide dispensers the ability to initiate one-click zero reports.
- 2.4.7** Accept submission of data from dispensers under common ownership in a single joint transmission, provided each dispenser is clearly identified for each prescription dispensed.
- 2.4.8** The state administrator can mark dispensers as completely exempt from reporting or exempt from reporting on certain days of the week.
- 2.4.9** Perform data checks to ensure the submitted data is compliant with the quality standards established by Hawaii Department of Public Safety relative to accuracy and completion.
- 2.4.10** Notify dispensers when a dispenser's data file does not meet the quality standards for accuracy and completeness, specifying the data deficiency, and provide functionality for the dispenser to correct and resubmit the data. Hawaii Department of Public Safety will be provided a report of when a dispenser fails to correct a failed submission within a schedule established by Hawaii Department of Public Safety.
- 2.4.11** Each data transmission will be acknowledged with a status report that is emailed to the submitter and is also viewable within the data collection web portal. All records that do not pass error validations will be immediately reported to the data submitter via a file status email and through a viewable page within the data collection web portal. For each submitted file that has errors, a daily file status email will be sent to data submitters until all errors are corrected. Data submissions will be revalidated upon submission, and if accepted, the outstanding error will be cleared, indicating that the data has been corrected.
- 2.4.12** Collect data from Hawaii Department of Public Safety required to report to the database system.
 - 2.4.12.1** A standard format will be established for the upload of licensing board data to be used for registrants.
 - 2.4.12.2** The system will be integrated with state licensing systems to provide verification of a user's credentials. This will include the following:
 - a. Verification of user credentials upon registration and the ability to automatically approve users that pass state-defined validations.
 - b. Information from the state's licensing system to verify a user's credentials and deactivate accounts in which the user's licensing status has been revoked, suspended, expired, or is otherwise invalid.

- c. A daily report identifying incomplete accounts.

Note: datasets from the pharmacy board and Hawaii Controlled Substance Registration are transferred daily to the incumbent who generates a report when Users fail role defined parameters. These parameters may be a combination of State license, State Drug license, DEA, NPI numbers and status (e.g., Active, Inactive, Expired and Pending).

2.5. DATA MANAGEMENT

- 2.5.1** Must have ability to collect controlled substance prescription data in accordance with State of Hawaii Statute, which is currently a minimum of once every seven days, from pharmacies and from Hawaii Controlled Substance Registrants authorized to dispense. Further the Vendor must have the capability to accommodate daily collection as many of Hawaii's dispensers have already adopted this practice. The vendor should provide real-time data collection and reporting should the State of Hawaii require so soon.
- 2.5.2** All the data in the system shall belong to Hawaii Department of Public Safety. Data processing and loading into database should occur 24/7/365 so those submitted records are constantly processed and do not wait for a nightly batch process.
- 2.5.3** Collect DEA registration information and provide a mechanism to convert DEA registration numbers reported to the database system into the corresponding prescriber or dispenser name and address. A current list of DEA registration information shall be maintained for validation and translation purposes.
- 2.5.4** Collect and convert NPI numbers reported to the database system into prescriber or dispenser name and address when NPI is supplied.
- 2.5.5** Collect NDC number information and provide a mechanism to convert NDC numbers to drug name, strength, dosage form, and controlled substance schedule, both at the point of data import and retrospectively upon receiving NDC number updates. A current reference source of NDC numbers shall be maintained by the proposer for validation and translation purposes.
- 2.5.6** Provide data access, data management, and data cleansing capabilities seamlessly integrated with data mining for ease of data analysis.
- 2.5.7** Provide capability for geocoding of patients, prescribers, and dispenser locations to enable geographic analysis of the relationships to identify potential criminal activity, abuse, or a localized trend in a specific health-related issue.
- 2.5.8** Electronically cleanse and standardize the data to identify individuals using different but similar names, different but similar addresses, multiple individuals using the same address, etc.

Provide a mechanism that will identify, and cluster records associated with an individual patient based on patient details, even if the records vary slightly in name, nickname, alias, multiple addresses, slight variations in date of birth, or other demographic information that may not exactly match within a cluster of patient records.

Must maintain nationwide prescriber file for use with data cleansing and de-

duplication functions. Prescriber file must maintain valid DEA, NPI, address, state license numbers and sanctions for 99% of all active prescribers.

2.5.9 Vendor must directly maintain the Hawaii PMP data which includes:

- Extensive physical security, or access to Hawaii PMP data is strictly controlled at vendor designated storage.
- Multi-level access security for systems, data, and network.
- 24/7 monitoring of networks
- Regularly scheduled security audits
- To ensure no loss of Hawaii PMP data, vendor shall implement data back-up protocol.

2.5.10 Provide tools for the query of relational or multi-dimensional data that supports a broad range of search criteria.

2.5.11 Provide automated tools that will be used in the removal of data once it has reached its retention limit. This process can be modified to accommodate the state's data retention policy.

2.5.12 Provide a view for administrators to quickly identify pharmacies with errors that are not being corrected in a timely manner. Provide administrators with reporting tools within the PDMP that identify "delinquent" dispensers, defined as dispensers not submitting data or zero reports in a timely fashion.

2.5.12.1 Provide a mechanism for Hawaii Department of Public Safety staff to sort and view the upload history of a dispenser by timeframe, number of prescription errors, zero reports filed, late submissions and trends, and check the accuracy of a specific upload.

2.5.12.2 Provide administrators with ability to track whether each of these data submitters/pharmacies were compliant with the state's submission compliance policies, including for data submissions and zero reports. In addition, administrators will be able to view, generate reports, and export registrant user profile data that is updated daily.

2.5.13 Provide a mechanism for Hawaii Department of Public Safety staff to produce ad hoc reports displaying information about all uploads by a dispenser, including contact information for each dispenser, the reported date ranges of the submission, and whether each record within the upload was successful or generated an error.

2.5.14 Provide a mechanism for Hawaii Department of Public Safety staff to produce reports displaying records that were submitted containing incomplete, invalid, or missing data including DEA, NDC, or NPI numbers or prescription control numbers (e.g., verify prescription control number as supplied by Hawaii Department of Public Safety).

Provide a mechanism to generate warning messages for records that contain formatting and/or missing fields that are not severe enough to entirely reject the record. These records will be imported with the ability for submitters to retroactively correct any issues that generated warning messages.

- 2.5.15** Provide mechanism for automated verification of prescription data as specified by Hawaii Department of Public Safety.
- 2.5.16** National Drug Code (NDC) database of all drugs; updated monthly and includes class of drug.
- 2.5.17** System must identify and delete duplicate prescription records automatically and can delete duplicate prescriptions manually.
- 2.5.18** System must provide automated notifications to dispensers regarding the dispenser's prescription files submitted, successful or errors encountered and track re-submissions of prescription files.
- 2.5.19** System must be able to delete erroneous characters in any field including additional spaces, and special characters that are in the prescription record.
- 2.5.20** Validation checks against every record submitted and reject ones that do not match the correct format or have other errors in them for re-submission.

Process for correcting data (that has already been loaded) when data entry errors are found.

2.6. INTEROPERABILITY AND INTEGRATION

(Regarding Integrations done through integrations solutions PMPi, PMP Gateway, RxCheck hub)

- 2.6.1** The PDMP system shall provide access to the National Association of Boards of Pharmacy's (NABP) PMP Interconnect hub to allow for intrastate data exchange, for queries made by authorized users, and for disclosure of queries received from other states' PDMPs through the PMP Interconnect hub.
- 2.6.2** The PDMP system shall provide access to the RxCheck Hub to allow for intrastate data exchange, for queries made by authorized users, and for disclosure of queries received from other states' PDMPs through the RxCheck Hub.
- 2.6.3** The PDMP system vendor must have extensive experience integrating PDMP data at the point of care through integration with electronic health record (EHR), pharmacy management systems, health information exchanges (HIEs), and hospital systems.
 - 2.6.3.1** PDMP integration within Hawaii healthcare organizations must ensure compliance with the State of Hawaii rules and laws associated with the use of PDMP data and should be accessible by Electronic Health Records (EHRs) and Pharmacy Dispensation Systems covering a minimum of 75% of the states' registered prescribers and pharmacists of EHR and pharmacy management software applications. The integration solution must also have proven experience connecting with state HIE systems.

- 2.6.4** The PMP integration platform must integrate directly with the PDMP web portal to allow for a seamless experience for healthcare providers and state PDMP administrators including:
- 2.6.4.1** Ability to verify the provider ID (DEA, NPI, or professional license number) against the registered users of the PMP every time an integrated request is made.
 - 2.6.4.2** Incorporate queries from the integration solution into the PDMP web portal to provide one audit source for all PDMP searches.
 - 2.6.4.3** The PMP system vendor must follow strict protocols to ensure that integrated access via the PMP integration is secure. Information security must be demonstrably integrated into strategy, concept, design, implementation, and operations of the integration solution.
- 2.6.5** The PDMP system vendor shall provide a mechanism for the State to review and approve system integration requests from healthcare organizations, both in and out of state.
- 2.6.6** The PDMP system shall deliver consolidated audit data by incorporating queries from the state PDMP web portal and in-state integrated queries to provide one source for all PDMP searches.
- 2.6.7** Technical Support: The PDMP system vendor shall operate a 24/7/365 support center with the ability to receive incoming support requests from designated IT support personnel within integrated healthcare organizations.
- 2.6.8** The integration solution must provide automated validation of user credentials between the user profiles of EHRs/pharmacy management systems and PDMP user profiles, with the goal of validating that a user must have an active PDMP account to successfully complete a search within their integrated workflow.
- 2.6.9** The PDMP system vendor must have the ability to deliver Hawaii specific alerts or risk scoring through the integration solution to ensure that authorized Hawaii providers have access to required data elements as defined by the State of Hawaii Narcotics Enforcement Division.

2.7 SECURE WEB SERVICES

- 2.7.1** Provide a secure website for access to the information in the database system.
- 2.7.2** Authenticate user registrations before providing user accounts. Users include requestors, dispensers, law enforcement, designated agency personnel and Hawaii Department of Public Safety. Each user account must have a unique user identification/password combination. Email/text verification must be performed during registration. Passwords expire on a defined schedule established by Hawaii Department of Public Safety with warning to user including number of days password is still valid. Allow users the opportunity to change passwords at each logon. Include self-service password reset for users who successfully email/text a link to reset password. Provide logon and logoff capability. Limit logon attempts

before locking account with email/text notification for reporting and unlocking ability. Track, record, and timeout illegal attempts at system access.

Provide Hawaii Department of Public Safety the ability to deactivate accounts of requestors and dispensers who are no longer authorized to use the database system for any reason.

- 2.7.3** Provide fully configurable registration settings that allow the state to select which fields to require for individual user roles. Allow the state to input explanations of the registration process and individual fields within the registration workflow.
- 2.7.4** Allow registrants to upload one or more documents as part of the registration process. These documents can be reviewed by an administrator prior to granting access to the system. The administrator can upload documents on the registrant's behalf.
- 2.7.5** Allow for a high volume of concurrent users to access the database system and applications at the same time. The total number of authorized users is estimated to be more than 9,000.
- 2.7.6** Permit a registered user to request and receive information, including automatic reports, via the secure web interface, without intervention by Hawaii Department of Public Safety. Access to the database system shall be provided 24/7/365.
- 2.7.7** Provide Hawaii Department of Public Safety with the capability of communicating information of interest to registered users of the database system through broadcast alerts and postings on the database system home page.
- 2.7.8** A feature within the PDMP will allow Administrator to send email notifications (messages) to all registered and approved dispensers/uploaders.
 - 2.7.8.1** The feature will allow PDMP Administrative staff to compose or paste a text within the portal to send to registered dispensers uploaders/dispensers.
 - 2.7.8.2** All email addresses listed for a dispenser/uploader will be included.
 - 2.7.8.3** The feature will allow attachments to the message.
 - 2.7.8.4** The feature will allow selections of which uploader/dispensers will receive the message; a (Select All) button will be included.
 - 2.7.8.5** A message will be displayed once the message is sent; For example: Message was sent successfully.
- 2.7.9** The PDMP will have an announcement feature that allows an administrative user to directly message all users, individual users, or groups of users based on role or geography.
- 2.7.10** The system shall permit a registered user to establish delegate accounts for their agents, and further, shall provide a mechanism for the user to monitor the system activity of their delegates.

2.7.10.1 The delegate workflow will prevent shared user accounts. A delegate within the PDMP must provide their registered supervisor's email address during registration. The delegate role shall be able to support multiple supervisors (>20) for a single delegate. The supervisor (master account holder) will then be notified that a delegate has declared them as a supervisor. Supervisors must approve the delegate's account within the PDMP for their accounts to be linked. The PDMP Administrator will be able to view a delegate's supervisors and whether the supervisor has approved the delegate when reviewing pending users' registrations. Once a delegate has received all approvals and has access, the delegate will be able to perform a patient search on behalf of the supervisor. The delegate must select the supervisor on whose behalf the patient report is being run. The supervisor will be able to view all patient reports run by their delegates within their own patient request history. Delegates will be able to run patient reports for the supervising physician so that they can later log in to their own account and view the report without having to re-enter the patient information. The supervisor will also be able to deactivate their delegate at any time. Delegates must select their authorized physician before generating a patient report. All subsequent reports will be viewable within the report history of the supervising physician selected when the report was generated.

2.7.10.2 Supervisors will be able to run reports to see whose records have been accessed by their delegates on their behalf. Additionally, delegates will be able to run a report to see whose records they have accessed and on behalf of which supervisor.

2.7.11 The PDMP's permissions will be configurable to restrict or grant access to features on a role and/or user level. For example, the physician role will be configurable to access reports concerning their prescribing history, whereas a delegate role will be configurable to limit not only the generation of these reports but also the visibility of the menu item to access these reports. On a user level, the system will allow for an individual's permissions to be elevated or restricted even though other users within same role may have a different permission set.

2.7.12 Provide a toll-free number and email address by which users may contact the selected vendor's Helpdesk for support with submissions, web-based collection, analysis, reporting and the administration of passwords and user accounts. The toll-free number shall be staffed by persons located within the United States of America 24/7/365. All support issues will be responded to within one hour of receipt. Voice mail access shall be always available and must be replied to within 24 hours.

2.8. QUERIES AND REPORTS

2.8.1 All reports must be available for download in both PDF and CSV formats.

- 2.8.2** Provide an ad hoc audit report for Hawaii Department of Public Safety at the end of each reporting period identifying dispensers that have either not submitted a report or have been rejected.
- 2.8.3** Allow Hawaii Department of Public Safety to search, correlate, query, and match records on variables contained in the database system.
- 2.8.4** Allow prescribers to query records associated with that prescribers' DEA number(s).
- 2.8.5** Specify, identify, and report the number of registered user requests by user type (e.g., prescribers, dispensers, pharmacists) and provide audit report capabilities for individual users on demand.
- 2.8.6** Administrators can create, modify, and delete ad hoc reports using any system level fields within a user friendly intuitive graphical user interface.
- 2.8.7** Provide masked data for population health use and reports if requested.
- 2.8.8** The system shall enable Hawaii Department of Public Safety to perform ad hoc queries to respond to requests from individual patients, professional licensing, local, state, or federal law enforcement agencies, and for investigative, statistical, research, or educational purposes.
- 2.8.9** The system shall have the ability to generate alerts in the form of educational letters to prescribers and dispensers of patients who have been identified as exceeding specific threshold levels.
- 2.8.10** Provide a report that displays a full audit history of users who accessed a specific patients' records.
- 2.8.11** Produce automatic threshold reports and a robust reporting module that allows for the modification of parameters. Expected criteria include the following:
- Prescriber & Dispenser Thresholds: Generates an alert when a specified number of prescribers and dispensers is met or exceeded within a set time.
 - Daily Active MME Threshold: Generates an alert when the daily active morphine milligram equivalent (MME) is greater than or equal to a specified value.
 - Opioid & Benzodiazepine Threshold: Generates an alert when opioids and benzodiazepines are prescribed within a set time.
 - Daily Active Methadone Threshold: Generates an alert when the daily active MME for methadone is greater than or equal to a specified value.

- Opioid Consecutive Days Threshold: Generates an alert when opioids have been received daily for longer than a set time.
- Provide a report of users who have failed validation with their DEA, state professional licensure or state-controlled substance registration licensure number or status daily.

2.8.12 The PDMP administrator and State designated research staff shall have access and use of Business Intelligence capabilities (e.g., Tableau) support to include a cadre of vendor developed and or ad hoc reports and dashboards that address dispensation metrics, user metrics, dispensation reporting compliance, CDC grant reporting measures. The ability for Hawaii to prepare its own reports and dashboards based on stored data of dispensations.

2.9. SECURITY REQUIREMENTS

2.9.1 The PDMP system vendor must meet the following security requirements set forth by the State of Hawaii Board of Pharmacy:

2.9.1.1 To demonstrate the security controls are designed and operating effectively, provide both the SOC2 report from the underlying cloud provider and the SOC2 Type 2 report specific to the service/application.

2.9.1.2 Achieve HITRUST Certification within six (6) months of contract award.

2.9.1.3 Employ centrally managed malicious code protection mechanisms on servers to detect and eradicate malicious code, including non-signature based malicious code.

2.9.1.4 Implement web application firewalls (WAF) to control traffic with blocking capabilities based on decrypted traffic analysis.

2.9.1.5 Run scans performed by a certified security professional (CISSP or Certified Ethical Hacker) on operating systems, infrastructure, and web applications for vulnerabilities on both a monthly basis and when new vulnerabilities are identified and reported that can potentially affect the system/applications.

2.9.1.6 Employ an accredited independent assessor to scan operating systems, infrastructure, and web applications on an annual basis.

2.9.1.7 Provide documentation of established Disaster Recovery procedure upon contract award.

2.9.1.8 Employ vulnerability scanning tools that include the capability to readily update the list of information system vulnerabilities scanned. Update the list of vulnerabilities scanned continuously, before each scan, or when new vulnerabilities are identified and reported. Employ vulnerability scanning procedures that can demonstrate the breadth and depth of coverage (i.e., information system components scanned, and vulnerabilities checked). Use privileged access authorization / credentials to operating systems/infrastructure, and web applications for all vulnerability scans to facilitate more thorough scanning.

2.10 Integration of Electronic Medical Records

- 2.10.1** Vendor must allow for EHR, EMR and Pharmacy System integration services with vendors the state of Hawaii has a memorandum of understanding. (This includes the existing MOU in place to allow healthcare entities to procure PMP Gateway integration directly from the vendor.)
- 2.10.2** Vendor must allow for both PMP Gateway and RxCheck Hub integrations
- 2.10.3** State reserves the right to enter a memorandum of understanding or agreement with other vendors to provide health IT system (EHR/EMR/Pharmacy Management System) integration through PMP Gateway, RxCheck Hub or any future integration solution and services.

2.11 OTHER REQUIREMENTS

- 2.11.1** Provide a disaster recovery plan for data pertaining to the database system in the event the system is unavailable due to human error, equipment failure, or a natural disaster. Please address any historical statistics on database system unavailability for other states (i.e., on average, how long is the database system down or otherwise unavailable monthly for reasons other than natural disaster). Describe how users will be notified in the event of down-time. Provide continuing technical assistance for Hawaii Department of Public Safety and other licensing agencies via telephone and email. Technical assistance must be provided 24/7/365.
- 2.11.2** Provide training for database system used by Hawaii Department of Public Safety who will serve as PDMP administrator(s). Explain how database system patches, version updates, security updates and software upgrades will be managed. The vendor will always be required to encrypt any State data both in transit and at rest that is in use by the vendor during the project and support after the project. This applies to any device that accesses State data in any fashion.
- 2.11.3** Vendor must provide a data back-up solution to restore data into the application with no data loss.
- 2.11.4** Vendor must provide a highly available and fault tolerant architecture with the ability to scale based on customer demand. At minimum must accommodate at least 5,000 queries per day within the PDMP portal, and an additional 20,000 queries per day from integrated entities and interstate data sharing partners.
- 2.11.5** Provide a User Dashboard which at a minimum should provide list of patient alerts, recent requests, announcements, and quick links.
- 2.11.6** Vendor must provide ability for Law Enforcement to request reports and include an approval workflow. Vendor must provide the Law Enforcement user with the ability to search by alias when doing a patient investigative search. PDMP Administrator may have the option to require a case number or details to be entered, this option should be included in the Law Enforcement role setting.

- 2.11.7** Provide a self-service, interactive dashboard that provides state PDMP administrators with easy access to information about, at minimum: grant measures, prescription counts by demographics, state prescribing trends, user activity and registrant information, and interstate data sharing and integration metrics. PDMP administrators will be able to create customized reports within the dashboard. The solution will provide data visualizations, benchmarking, and time series trending to help identify trends, outliers, and areas of opportunity within a state's PDMP data.

2.12 SERVICE LEVELS AND END USER SUPPORT

- 2.12.1** Vendor shall target an availability metric of ninety-nine and five tenths' percent (99.5%) of uptime in a calendar month, as measured by the number of actual hours available (excluding agreed upon or excused downtime) as a percentage of total hours (the "Availability Target"). Vendor will provide support to PDMP users. Support will be provided on a 24/7/365 through the vendor's Helpdesk.

- Helpdesk will provide support for all end users, including requestors, data submitters, and State Administrators.
- Provide additional support escalation point for any matter that cannot be immediately resolved by the Helpdesk.
- All support issues will be tracked in a ticketing system. All support calls will generate a ticket that retains a record of every issue.
- Provide an online support from within the application. This form will allow for secure transmission of patient health information and will automatically create a support ticket tracked within the vendor ticketing system.
- All calls must be recorded and supported by a quality assurance support staff that reviews calls and tickets on a scheduled basis to ensure proper handling.

- 2.12.2** Vendor will follow a biweekly release cycle to ensure flexibility to quickly develop and deploy security fixes, software patches, resolution of support issues, and new enhancements.

- 2.12.3** New functionality developed for other PDMPs managed by the vendor will also be provided to Hawaii at no additional cost, so long as it does not increase the vendor's development efforts or ongoing maintenance/support costs.

- 2.12.4** Vendor will provide an assigned Customer Support/Success/Relations Manager to work with the Hawaii PDMP Coordinator and PSD staff assigned. This includes scheduling meetings to occur at minimum on a semi-monthly basis and scheduled for no less than 45 minutes to address customers, questions and concerns and provide product information.

2.13 MIGRATION STRATEGY

- 2.13.1** Provide a detailed plan to convert and migrate prescription and user data from the existing Hawaii PDMP system to the new environment. The plan should include measures to ensure that there is no data loss between systems and assignment of a dedicated project manager.

2.13.2 Describe the approach that will be used for assessing data quality and conducting data cleansing prior to conversion. Include a proposed process to deal with incomplete records in the legacy system.

2.13.3 The migration plan and schedule should include at minimum 5 years of prescription dispensation records, all PDMP queries within the history of the incumbent system, users both active and inactive, and all dispenser record contributors. Also, there is a potential that +2 years of de-identified dispensation records (for purposes of statistical analysis) be included (approximately an additional 3 million records). If the vendor is unable to migrate this information from the incumbent they shall include an explanation as to why.

2.13.4 Provide a detailed plan to ensure existing users and data submitters are informed of the migration. This will include scheduled emails or other form of communication to all existing users and data submitters of important dates relating to the migration.

2.13.5 At the end of the contract or upon dissolution of the Vendor. The vendor is responsible to ensure that data is kept until migrated to a new contractor. (Proof of Liability insurance must be provided to the state.)

2.14. VENDOR QUALIFICATIONS

2.14.1 Must adhere to the most current national standards for confidentiality (HIPAA). A minimum of 5 years industry experience with HIPAA data requirements and a proven history of securely communicating and managing PHI (patient health information) data.

2.14.2 Vendor must provide examples of previous or current PDMP projects undertaken. Projects of similar or larger size and scope should also be listed. Experience with PDMP projects is required.

2.14.3 Vendor must list all contracts or purchase orders that Respondent executed or accepted within the last three (3) years, and which were canceled or terminated prior to completion by any state agency or other entity with which proposer contracted. For each cancelled or terminated contract or purchase order, proposer must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agencies or firm's contact person. If none, specify none.

2.14.4 Vendor must indicate the number and skill-level of staff that would be assigned to this project. Vendor must provide resumes of staff with primary responsibility for implementation and operations of the project.

2.14.5 Vendor must indicate ability to meet project deadlines. Proposals should include solutions for meeting milestones established in the RFP schedule (*Section 1.3, Schedule*).

2.14.6 Refer to Appendix A for required documentation to be submitted with the RFP regarding the Vendor Corporate Description, Financial Information, Litigation, Subcontractors, Project References, Key Project Personnel and Project Manager.

SECTION 3

RFP PROCESS AND PROPOSAL FORMAT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the department/agency in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2 SCOPE OF WORK.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without

further consideration.

- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SIX, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SIX, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS AND GENERAL FORMAT

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Offeror's ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section Two, Scope of Work. Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor.
 - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all the information requested in this RFP in the order specified (refer to Section 2.1 through 2.14.6, and Appendices A and B).
- 3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered. Please refer to Appendix B detailing the specific required content to be included in the proposal.
- a. Transmittal Letter

See SECTION SIX, Attachment 1, Offer Form OF-1.

b. Executive Summary

c. Organizational Experience and Capabilities

- 1) Provide the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- 2) Provide documentation showing they are registered to do business in the State of Hawaii. Refer to Section 5.2 – Responsibility of Offerors.
- 3) Provide a summary listing of judgments or pending lawsuits or actions against key personnel in relation to work; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 4) Provide a complete, relevant, and current client listing.
- 5) Provide a list of at least three (3) references from the Offeror's client listing that may be contacted by the Federal, State, or County as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- 6) Demonstrate customer satisfaction. This may be demonstrated by providing annual summaries of customer survey for the past three (3) years, etc.
- 7) Provide a list of sample projects and/or examples of written plans. The list shall describe the services provided for each contract and demonstrate ability to design, create, and manage the implementation of high-quality technology solutions.
- 8) Provide current financial statements and any financial audits completed in the last three (3) years.

d. Knowledge and Proficiency of Providing Specified Services

e. Pricing.

Pricing shall include labor, materials, supplies, all applicable taxes (including the current General Excise Tax-and shall not exceed the current rate), and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost to the State and no other costs will be honored.

Offeror shall provide a clear, itemized breakdown of monthly maintenance

costs, upgrades, staffing costs, etc.

PSD's Contract Administrator or authorized representative from PSD shall recommend and approve any travel by the Offeror to attend any onsite meetings with PSD, etc. in relation to this contract.

Contractor shall submit a cost proposal utilizing the pricing structure designated by the state-purchasing agency. See SECTION SIX, Attachment 2, Offer Form OF-2.

The pricing provided in response to this request for proposals shall comply with Hawaii Revised Statutes §103D-312, Cost or pricing data; and Hawaii Administrative Rules, §3-122-123, Requirement for cost or pricing data. Failure to submit cost or pricing data shall be grounds for rejection.

e. Invoicing and Payment

An original invoice and three (3) copies shall be submitted indicating the contract number, and payment due. The invoice shall be mailed to the following address:

State of Hawaii
Department of Public Safety
Narcotics Enforcement Division
3375 Koapaka Street, Suite D100
Honolulu, Hawaii 96819
ATTN: Mr. Jared Redulla

Final Payment Requirements: Contractors registered on Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

f. Exceptions. Refer to section 3.7 of this RFP.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals will be received, and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section §103D-701, HRS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror(s)

scoring a minimum of 50 points, during the preliminary evaluation. All scores received during the preliminary evaluation and the evaluation of the BAFO are confidential.

The Offeror shall submit its BAFO by the deadline set in the Addendum issued requesting for a BAFO, and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

Section 4 PROPOSAL EVALUATION

4.1 SCORING PROPOSALS

Each Proposal will be evaluated and considered about the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The award will be made to the responsive, responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

The Evaluation Team will consist of at least three (3) State employees. Evaluation criteria and the associated points are listed below. The award will be made to the responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100:

The State will use a scoring scale of **100** points, which shall be applied to the Solution and Services. Points will be distributed among the following factors:

Technical Proposal:

- 35 points – Proposed Software Solution.
- 30 points – Vendor's Technical, Service and Project Management Experience.
- 10 points – Vendor Company/Staffing qualification (Appendix A, Section 2.14, and presentations)

Price Proposal

- 25 points – **Solution Price (Rates and Pricing).**

25 points x lowest priced proposal / bidder's proposal = Pricing Score

Total Possible Score – 100 points

Attendance at Informational Meeting is Mandatory. Evaluations will be performed based on the Vendor's presentation, written RFP response and answers to Section 3 (which includes elements described in Section 2 and Appendices A and B).

Product Demonstration

Vendors having a minimum preliminary score of **50**, shall provide the state with a web-base product demonstration of its fully functional prescription drug management program. The product demonstration of their proposed product shall be limited to two (2) hours with a thirty (30) minute question and answer session after their presentation.

Product demonstrations with the qualifying vendors is tentatively scheduled from **November 1, 2021 through November 4, 2021**, dates subject to change. Product demonstrations will be via Microsoft Teams, participants will be notified of the date and time prior to the scheduled date.

SECTION FIVE SPECIAL PROVISIONS

5.1 SCOPE

The Prescription Drug Monitoring Program system for PSD's Narcotics Enforcement Division shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available on the internet at: <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>

5.2 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to "Section 5.6 – Requirement for Award" provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.3 OFFEROR QUALIFICATIONS

Offeror shall meet all qualifications required by this RFP. Failure to meet the qualifications as specified in Section Two, and Appendices A and B, will likely have an adverse effect on Contractor's proposal evaluation.

5.4 OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall be received no later than the proposal due date, in the manner specified. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

4. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
5. The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.
6. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. For the purposes of this RFP, potentially acceptable proposals shall be defined as those proposals receiving a minimum preliminary evaluation score of 50 points. The priority list may be limited to a minimum of two responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
7. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
8. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
9. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
10. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
11. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
12. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
13. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.5 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.6 REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate awards, it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for offerors who elect not to register on the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX "TAX CLEARANCE APPLICATION" Form A-6 (Rev. 2013) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website and by mail or fax:

DOTAX Website (Forms & Information): http://tax.hawaii.gov/forms/a1_1alphalist/

DOTAX Forms by Fax/Mail: (808) 587-4242
1-800-222-3229
IRS (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR "FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR", which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a "CERTIFICATE OF GOOD STANDING" (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over two-months old).

5.7 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.8 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.9 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.10 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Office at:

Marc S. Yamamoto
Department of Public Safety
Administrative Services Office – Procurement and Contracts
1177 Alakea Street, 3rd Floor
Honolulu, Hawaii 96813

Telephone Number: (808) 587-1215
Facsimile Number: (808) 587-1244
Email Address: marc.s.yamamoto@hawaii.gov

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five

(5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS) which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

5.11 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.12 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.13 INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverages:

<u>Coverages</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO-Purchasing and Contracts Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and their applicable endorsements necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

5.14 PAYMENT

Incremental payments shall be made to the awarded Contractor based on the achievement and acceptance by the State of milestones designated on the Contractor's proposal. All payments shall be for services rendered.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.15 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.16 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

5.17 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Contractor shall provide a reliable product free of defects, in accordance with the scope of services and as proposed and accepted herein for the contract period and any extended period exercised

5.18 SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

A software development business preference will be given to a Hawaii Software Development Business.

Bids issued by a governmental agency pursuant to Section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be ten percent (10%) of the bid price and will be used for bidding evaluation.

Bidders requesting a preference shall submit a completed certification form, as required by Section 3-124-33, with each bid. Previous certifications shall not apply unless allowed by the bid. Certification form is available for download at: <http://spo.hawaii.gov/wp-content/uploads/2014/02/spo-009.pdf>

Any bidder who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the bidder's proposal will be increased by ten percent (10%) for purposes of evaluation.

Where a bid or purchase contains both Hawaii software development businesses and non-Hawaii software development businesses than for the purpose of determining the lowest evaluated bid, the original bid price for the non-Hawaii software development businesses shall be increased by ten percent (10%).

The responsible bidder submitting the lowest evaluated bid(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum bid specifications.

The contract amount of any contract awarded shall be the original bid price offered, exclusive of any preferences.

5.19 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any

governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Appendix A: Submission of Vendor Qualifications
- Appendix B: Information to be included in RFP Response
- Wage Certification
- SPO-009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006, HRS
- SPO-013: CERTIFICATE OF CURRENT COST or PRICING DATA

OFFER FORM
OF-1
HAWAII PRESCRIPTION DRUG MONITORING PROGRAM
STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
PSD 22-NED-09

Procurement Officer
Department of Public Safety
1177 Alakea Street, 3rd Floor
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

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:

INITIAL CONTRACT PERIOD:

SET-UP COSTS \$ _____
 (to include customizations, etc. Provide detailed breakdown-milestones.)

IMPLEMENTATION COSTS \$ _____
 (to include personnel training, manuals, etc. Provide detailed breakdown-milestones.)

MONTHLY MAINTENANCE AND SUPPORT \$ _____
 (effective after acceptance of system implementation)

OPTIONAL (Provide detailed breakdown):

TRAVEL COSTS: \$ _____
 ADVERTISING (e.g. Posters, brochures, etc.): \$ _____
 OTHER (e.g. SWAG, etc.): \$ _____

TOTAL COST FOR INITIAL CONTRACT PERIOD \$ _____

CONTRACT EXTENSION PERIOD:

ANNUAL LICENSING \$ _____

MONTHLY MAINTENANCE AND SUPPORT \$ _____
 (to include bug fixes and updates)

OPTIONAL (Provide detailed breakdown):

TRAVEL COSTS: \$ _____
 ADVERTISING (e.g. Posters, brochures, etc.): \$ _____
 OTHER (e.g. SWAG, etc.): \$ _____

TOTAL COSTS FOR CONTRACT EXTENSION \$ _____

- ☐ By checking this box, the Bidder is requesting the Hawaii Software Business Preference and has completed and attached SPO Form 009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006, HRS to its proposal.

Note:

- 1) Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.
- 2) The pricing provided in response to this request for proposals shall comply with Hawaii Revised Statutes §103D-312, Cost or pricing data; and Hawaii Administrative Rules, §3-122-123, Requirement for cost or pricing data. Failure to submit cost or pricing data shall be grounds for rejection. SPO Form 13: Certificate of Current Cost or Pricing Data.

Offeror _____
 Name of Company

APPENDIX A: SUBMISSION OF VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting PDMP Software, migration, Implementation, maintenance, and support. To facilitate evaluation of Vendor qualifications, **the State requires that following information about the vendor be submitted with the proposal:**

- Proposed team organization and designation of key staff.
- Individual qualifications of candidates for the role of Project Manager; and
- Individual qualifications of candidates for other key staff roles.

A. Corporate qualifications of Vendor and any subcontractors proposed to participate in the Project.

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience. Additionally, if the vendor has experience has experience working specifically in Hawaii vendor shall describe their project implementation specific to Hawaii and provide a reference for each project.

B. Financial strength of the vendor.

Provide the following:

- The current Dunn & Bradstreet report on the firm; and
- Identification of litigation and claims: Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, status and, if available, outcome of each matter.

C. Prior Projects Descriptions

- Provide descriptions of no more than three (3) similar projects completed in the last five (5) years. Each Project description should include (and be limited to three (3) pages each):
 1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome.
 2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule.
 3. Names and contact information (name, title, address, and current telephone number) for one or two references from the client; and
 4. Names and project roles of individuals on the proposed team for the Hawaii Project that participated in the project described.
- Provide information on any subcontractors that maybe utilized to perform the contracted work.

- Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:
 1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
 2. A high-level description of the Subcontractor's organization and staff size.
 3. Discussion of the Subcontractor's experience with this type of Project.
 4. Resumes of key personnel proposed to work on the Project; and
 5. Two references from companies or organizations where they performed similar services (if requested by the State).

D. Vendor Project Team Organization and Designation of a Project Manager and Key Vendor Staff (to include Customer Support Manager):

- Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.
- Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:
 - a. Effective Project Management.
 - b. Effective risk and issue management.
 - c. Software development/configuration for like systems.
 - d. Software testing activities.
 - e. Operational support of government entities comparable in size and complexity.
 - f. Successful system roll-out.
 - g. Compliance with Regulations or Publications: DEA: control drug scheduling; FDA: National Drug Code Directory; ASAP: Data Submission Requirements; CDC: morphine milligram equivalent factors; and First Data Bank.
 - h. Effective use of software change management best practice.
 - i. Effective use of defect tracking tools that allow for reporting on test results.
 - j. System modification to satisfy unique needs of the Hawaii PDMP.

Note: A single team member may be identified to fulfill the experience requirement in multiple areas.

E. Provide a candidate or candidates for Project Manager (and Customer Support Manager):

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background.
- An overview of the candidate's work history.
- The candidate's project experience, including project type, project role and duration of the assignment.
- Any significant certifications held by, or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past projects

APPENDIX B: INFORMATION TO INCLUDE IN RFP RESPONSE.

1. RESPONDENT LEGAL ENTITY NAME:
2. RESPONDENT CONTACT PERSON:
3. Provide a brief description of your level of expertise, experience, and ability to develop a data collection and HI-PDMP solution and provide ongoing support, hosting, and maintenance as described above. Provide an extensive listing of customers and three reference examples. (Refer to Section 2.14 Vendor Qualifications and Appendix A)
4. Describe your proposed solutions and your ability to meet the State's current expectations/requirements as described in this RFP. Please detail any modifications to the State's expectations you suggest reducing cost or risk for the State and Vendor.
5. Describe your company's experience in electronic data exchange using the ASAP.net specification, NCPDP, and HL7. Please describe your experience interoperating with electronic health records.
6. Describe your company's approach to training State and non-state users of data collection and HI-PDMP. How long does it usually take to train staff to use the data collection system and HI-PDMP?
7. Describe your company's reporting capabilities for data collection and a HI-PDMP. Describe reports that staff can generate from both systems. Describe your ability to create ad hoc reports upon request from both systems.
8. Describe your company's approach to data migration, data security, and data hosting for both systems.
9. Description shall include an estimated timeline with a plan of significant milestones to migrating data from a legacy system to your system and include the required elements of Section 2.13 – Migration Strategy.
10. Describe your help desk approach or Tier system. What considerations are given to query users versus data submitters versus State PDMP administrators.
11. Provide the expected timeframe for migration from the current system to the new fully operational system. Please list the key milestones and estimated timelines.
12. Describe the databases, data elements (data fields) that would be available to perform user ad hoc analytics the interface or business intelligence that this data would be accessible to PDMP administrators and other members of the Hawaii Research Team.

13. Describe the process for dissemination of information and education to both users and reporting dispensers during the transition (if non incumbent, selected).
14. Include the cost to deliver a fully functioning PDMP system with the expectations that the State has provided. Include the cost of data migration from the incumbent. (Please be aware that PDMP vendor is not exempt from paying Hawaii State GET. For the island of Oahu that is 4.5%, please include GET in pricing and notate that GET is included.)

1st year to include setup costs, source code (licensing), maintenance/support, and hosting and help desk support referred to in this RFP.

2nd year through 5th year (options) to include maintenance/support, and hosting and help desk support referred to in this RFP.

Review Appendix A. Provide Vendor's capability, implementation and maintenance costs, and implementation timeframe for existing enhancements on Hawaii's PDMP system. (Further, Vendor can also provide product information and cost for enhancements that demonstrate the capacity and capability of its PDMP product.

*Note: Vendors are reminded that the estimated transition timeline they provide will be held to. Any delay in the "Go-Live" Date will incur Liquidated Damages amounting to the Monthly service cost to existing vendor to keep the legacy operational until the new system "Goes Live."

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/~~RFP~~-No.: _____

Title of IFB/~~RFP~~: _____

(To be completed by Offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

**STATE OF HAWAII
CERTIFICATE OF ELIGIBILITY
TO CLAIM PREFERENCE
AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS
AS DEFINED BY SECTION 103D-1006, HRS**

I, _____,
(Authorized Officer's Name)

_____ of _____,
(Office or Position Held) (Name of Offeror)

certify that the principal place of business or ancillary headquarters of

_____,
(Name of offeror)

is located in the State of Hawaii at the following address:

_____;

and that the above named office was opened on the following date: _____;

and, that eighty percent (80%) of the _____,
(Name of Offeror)

employees who will be performing the work on the software development project described in

RFP/IFB No. _____ are domiciled in Hawaii. To the best of my knowledge, the

names and residence addresses of the employees who will perform the work are as follows:

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ Name)	_____ (Address)

(Attach a continuation sheet if necessary.)

I further certify that any changes in the personnel identified above shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB.

Signature of Authorized Officer

Print Name and Title

Date

STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of _____*, are accurate, complete, and current as of _____**”.

(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Vendor / Firm:	Date of Execution: ***
Name:	Title

(Signature)

(Print Name and Title)

(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.