

HACC, Central Pennsylvania's Community College, Harrisburg, Pa.

**Request for Proposal
for
RFP15-20**

Enterprise PACS System

Issued: May 19, 2015

Deadline for Questions: June 3, 2015, by 1:00 p.m.

Direct Questions To: Penn Bid Program www.ebidexchange.com/pennbid

Response to Questions: June 10, 2015, by 1:00 p.m.

PROPOSAL DUE DATE: June 17, 2015, by 1:00 p.m.

Bid Opening: June 17, 2015, by 1:15p.m.

Award of Contract: Following the **August 4, 2015**, HACC Board of Trustees meeting

Proposals Must Be Submitted On-Line to: PennBid Program www.ebidexchange.com/pennbid.

Harrisburg Area Community College is moving away from paper based information management in favor of electronic procurement via the PennBid Program. All documents are available to you online at no cost, plus you can submit and update your proposals right from your office. In order to use the Program, you must register with PennBid (www.ebidexchange.com/pennbid), a one-time no cost process. PennBid is a secure, sealed bid program and no other vendors or bidders have access to your information.

All firms who respond to the request for proposal (RFP) will receive a notification letter in the mail within one week after the Board of Trustees meeting.

Bid results will be posted on Bid results HACC's website at www.ebidexchange.com/pennbid and www.hacc.edu/purchasing

For information concerning the RFP process, required format and the schedule of activities, please direct questions via PennBid

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I. BACKGROUND

HACC, Central Pennsylvania's Community College desires to contract for Enterprise PAC Systems for use by all the HACC Campuses.

HACC is a geographically diverse organization. The College is comprised of several campuses located in Harrisburg, Lancaster, Lebanon, Gettysburg, and York. Enterprise PAC Systems will be installed at the Lancaster campus.

Please refer to the College's Web Site for further information: www.hacc.edu

II. REQUIREMENTS

The proposal shall be **clear and concise**. The title page accompanying the proposal shall be signed by the person(s) required and authorized to legally bind the firm to the proposal and shall specifically state that the firm shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of the College. Bids may be submitted electronically to PennBid before the bid is closed. Bids received after the specified time will be rejected.

Cover Letter

The cover letter shall contain a brief introduction of the provider and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP to which the provider objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the firm submitting a proposal, the name and telephone number of the primary company representative to be contacted with reference to the proposal, and the date of submission.

Provider History and Qualifications

Each submission must contain a complete proposal. The College reserves all rights as to the evaluation of any and all responses submitted by each provider and to the College's determination of the provider's qualifications.

Each proposal must include a brief (one page) profile demonstrating an established, successful track record of past performance in providing services closely related to the requirements specified in this RFP. The proposal should also explain the firm's experience with projects of similar size and scope, number of years, in business and history of the firm.

In addition, the proposal should provide three references containing data regarding projects the firm is currently under contract with that are similar.

Project Plan – Scope of Work

All proposals must meet or exceed mandatory requirements as outlined below. Please provide detailed descriptions for the way that your firm plans to address the items in this section. Additional emphasis should be made in addressing the following criteria.

EXHIBIT "A"
STATEMENT OF WORK
For
ENTERPRISE PACS SYSTEM

Specifications for Enterprise PACS Systems:

PACS that supports all Radiology and Cardiology imaging modalities through a web-based solution.

- X-Ray
- CT
- MR
- Angiography
- Mammography
- Dexa
- Nuclear Medicine
- Nuclear Cardiology
- Ultrasonography
- PET/CT & PET/MR
- Echocardiography
 - Cardio Base Module to include basic 2D (including EF volume measurements), M-Mode and Doppler measurements as well as the ability to build the programmatic report
- ECG
- MAC Lab
- Holter
- Cardiology Cath
- Cardiology Echocardiography Stress
 - Stress Echo Package
- Mammography Tomography

PACS application provides one enterprise solution for

- RIS
- Image Review
- 3D/MIP/MPR/CPR/VR tools
- Spine labeling
- Sectional Reporting (text, dictation, speech)
- Scheduling
- Hanging Protocols
- Task Driven Workflow
- Remote client based CD import
- Remote client based CD burning
- Supports up to 5 monitors
- Vascular and Pediatric Packages for future program development and planning.
- Cardiology 3D rendering package integrated into PACS client, not separately launched application
 - 4D LV-Analysis (capable of 3D volume calculations of the LV)

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- Cardiology Cath catheter measurement tools
 - QC/LV analysis
- Echocardiography Strain processing for 2D images
 - 2D performance analysis (with capability to obtain strain and strain rate from a basic 2D image that we upload to the computer from our 2D equipment)

PACS application allows for user configuration for:

- Administrators
- Clinicians
- Technologists
- Transcriptionists/Correctionists
- Diagnosticians

PACS needs:

- Virtual server infrastructure
 - 1 speech mike
 - Software upgrades done as released for no additional charge outside of service maintenance agreement
 - Remote vendor system monitoring and event management
 - 64 bit client infrastructure for parallel post-processing
 - One database supports all image storage
 - Zero-footprint viewer able to be accessed from most web-browsers (including Google Chrome, Microsoft Internet Explorer, Mozilla Firefox, and Apple Safari) and in the future, integrated into an EMR (electronic medical record)
 - Maintains industry standards for DICOM, HL-7, and IHE
- *Cardiology PACS viewing, image tools, and reporting to be quoted separately from Radiology PACS viewing, image tools, and reporting package.

III. EVALUATION

Proposal Process

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each proposer. The register of proposals shall be open to public inspection only after proposal opening. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this RFP. Factors not specified in the RFP shall not be considered.
3. Discussions may be held with one or more proposers to: Promote understanding of the College's requirements and the provider proposal; Facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the RFPs;
4. Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal;
 - a. One or more proposers may be provided an opportunity to submit a "best and final" offer.
5. References and the credit and financial responsibility of the proposals may be verified as appropriate.

Evaluation Criteria

All proposals must meet or exceed mandatory requirements outlined in this RFP in order to be reviewed. Those proposals meeting the minimum mandatory requirements will be considered based upon a point scoring evaluation system described in this section.

Information and data for scoring will come from information supplied with the firm's proposal from the references and any clarification information requested by the College. Points will be tallied for three areas: *firm history and qualifications*, *project plan* and *total cost* of the proposal. The maximum possible points for the combined areas are 100 points.

Company Background/Experience (20 points maximum)

Information provided by references and in the general proposal will be evaluated and awarded a maximum of twenty (20) points. Particular attention will be given to prior experience with projects of similar scope and size and customer references as well as prior business dealings with HACC.

MBE/WBE/VOB/DBE (10 points maximum)

Certification as a Women Business Enterprise, Minority Business Enterprise, Veteran Owned Business, and Disadvantaged Business Enterprise.

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Functional Approach (25 points maximum)

Consultant has provided information regarding delivering measurable results and has documented samples of success. Provides documentation on functionality of equipment/service.

Technical Approach (20 points maximum)

The project plan will be evaluated for feasibility, completeness and thoroughness in addressing the scope of work and awarded a maximum of twenty-five (25) points. Particular attention will be given to the detailed proposal of the Enterprise PAC Systems and the firm's proximity to the College and installation of equipment. Warranty information and service level agreement.

Total Cost (25 points maximum)

SUBMITTED to PENNBID (www.ebidexchange.com/pennbid)

IV. TERMS AND CONDITIONS

Before submitting a proposal, the proposer shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP, the proposer represents that the proposer has read and understands the contract specifications and conditions.

ENTERPRISE PACS SYSTEMS AGREEMENT between

_____ and
HACC, Central Pennsylvania's Community College

This Agreement between HACC, Central Pennsylvania's Community College, whose primary address is One HACC Drive, Harrisburg, PA17110, and _____ (Contractor), whose address is ____, is made and entered into for the Contract or to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** All HACC campuses.
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the "Enterprise PAC Systems" agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Term of Agreement:** The initial term of this Agreement shall be three (3) years, commencing August 4, 2015 and ending December 13, 2018 with an option to re-new on an annual basis up to an additional two (2) years, unless terminated earlier as set forth in this Agreement.
- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices may be emailed to e-mailed to AccountsPayable@HACC.edu or mailed to Accounts Payable Department, One HACC Drive, Harrisburg, PA 17110.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted at the time of project completion before payment can be authorized.

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- 6) **Indemnification:** The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in anyway resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.
- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with HACC's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come on to HACC's premises at the Contractor's requestor for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in and out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to the Contractor, terminate the Agreement in whole or in part for default if the Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination here under shall not relieve the Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising there from, including attorney's fees and excess costs incurred by HACC in obtaining similar services.

- 11) **Termination for Convenience:** HACC may, by written notice to the Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due to the Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not affect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, the Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, the Contractor shall take such actions as maybe necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Contractor shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 12) **Insolvency:** Should the Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by the Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of the Contractor, or should a petition in bankruptcy or for a reorganization or for an adjudication of the Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon the Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made here under, each party shall forth with return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and the Contractor.

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In responding to a claim brought by the Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due here under be assigned. The Contractor (s) is an independent Contractor providing services for HACC.
- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and non-discrimination in employment. Neither the Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** HACC is committed to providing opportunities for woman and minority-owned businesses. HACC encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC is committed to non-discrimination and equal employment opportunity. HACC will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right to Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work for HACC; and be able to provide such information if requested. The costs associated with conducting such checks will be borne by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to the Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services here under. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the

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information here under, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on an on-confidential basis from a third party.

- 21) **Independent Contractor:** HACC and the Contractor intend that an independent Contractor's relationship shall be created by this Agreement and neither here in shall be construed as creating an employer/employee relationship. The Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.
- 22) **Paragraph Headings:** All paragraph headings use dare for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Severability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict there with or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the State of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in anyway the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

Harrisburg Area Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

V. PROPOSAL SUBMISSION

Any term or condition stated in this RFP document shall be considered accepted by the provider unless specifically objected to by the provider. The College may accept or reject provider's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

Proposal Deadline

To be considered for selection, proposals shall be posted on www.ebidexchange.com/pennbid by 1 p.m. on or before **June 17, 2015**. Proposals must be submitted electronically. Proposals arriving after the dead line will not be considered. All proposals become the property of the College.

RFP Clarification

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by the College's Procurement and Contracts Office. Official written responses to all relevant written questions will be submitted through the website www.ebidexchange.com/pennbid no later than 1:00 p.m. on May 13, 2015.

Failure of the proposer to make appropriate inquiries, evaluate any special conditions, or verify requirements of this RFP shall not relieve the proposer of responsibility for fulfilling the contract in accordance with the terms of this RFP.

Oral communication with any College employee, unit, department or organization concerning this RFP is not binding on the College and shall in no way modify the RFP or the obligation of the College or the proposer.

Addenda to the RFP

In the event that it becomes necessary to revise any part of this RFP, HACC's Procurement and Contracts Office will provide addenda in writing to the proposers who are listed in PennBid for this RFP. All addendums and notices will be posted on HACC's website: <http://hacc.edu/Purchasing/RequestforProposals/Current-RFPs-FY15.cfm> and www.ebidexchange.com/pennbid. No oral statements, explanations, or commitments by whosoever made shall be of any effect except as the College's Procurement and Contracts Office has confirmed the same in writing.

Acceptance of Proposals

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the proposer, as well as the services to be provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in anyway by any proposer's response to this RFP.

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The College also reserves the right to allow a proposer to correct a defect in its bid provided that correction of the defect does not alter the amount of the bid or the scope of work required under the bid.

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made or at any time prior to entering into a formal written agreement with the provider.

The College intends to execute a contract with the provider submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

VI: BID CERTIFICATION

(date)

Procurement and Contracts
HACC, Central Pennsylvania’s Community College
One HACC Drive
Harrisburg, PA 17110

The undersigned certifies that to the best of his/her knowledge: (check one)

- () There is no officer or employee of HACC, Central Pennsylvania’s Community College, who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.
- () The names of any and all public officers or employees of HACC, Central Pennsylvania’s Community College, who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/ bid are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any state or federal entity. The undersigned agrees to notify the College of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal **RFB15-20** for **Enterprise PAC Systems** and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

(firm)

(address)

(signature required)

(phone no.)

(print name)

(fax no.)

(title)

(federal tax id no.)