



## **REQUEST FOR PROPOSALS**

RFP No:  
**HHSC FY18-0195**

COMPETITIVE SEALED PROPOSALS  
TO PROVIDE:

**COMMERCIAL WASTE**  
**DISPOSAL and RECYCLING SERVICES**

For

**Hawaii Health Systems Corporation**

East Hawaii Region  
HILO MEDICAL CENTER  
1190 Waiuanue Avenue  
Hilo, Hawaii 96720

An Agency of the State of Hawaii

Issued: January 18, 2018

**Proposals for this Solicitation are due no later than**  
**2:00 PM, HST, Friday, February 9, 2018**

# **TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
<b>SECTION 1: ADMINISTRATION.....</b>	<b>3</b>
<b>SECTION 2: SCOPE OF SERVICES.....</b>	<b>8</b>
<b>SECTION 3: PROPOSALS.....</b>	<b>11</b>
<b>SECTION 4: COMPENSATION .....</b>	<b>15</b>
<b>SECTION 5: EVALUATIONS.....</b>	<b>17</b>
<b>SECTION 6: AWARD OF CONTRACT.....</b>	<b>20</b>

---

## **APPENDICES**

**APPENDIX A: SAMPLE TRANSMITTAL COVER LETTER**

**APPENDIX B: PROPOSAL SUBMISSION CHECKLIST**

**APPENDIX C: CONTRACTOR'S ACKNOWLEDGEMENT**

**APPENDIX D: STANDARDS OF CONDUCT DECLARATION**

**APPENDIX E: HHSC GENERAL CONDITIONS – SHORT FORM**

**SECTION 1**  
**ADMINISTRATION**

**1.0 INTRODUCTION**

This Request for Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the provisions of East Hawaii Regional Procurement Policies & Procedures. All procedures and processes will be in accordance with East Hawaii Regional Procurement Policies. To the extent this solicitation contains any terms or provisions inconsistent with East Hawaii Regional Procurement Policies and its procedures, and governing law will control.

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

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

**1.1 RFP TIMETABLE AS FOLLOWS**

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

<b>ACTIVITY</b>	<b>SCHEDULED DATES</b>
1. RFP Issued & Public Announcement	January 18, 2018
2. Closing Date for Receipt of Questions	January 31, 2018
3. Addendum - HHSC Response to Offerors’ Questions (if needed)	February 2, 2018
4. <b>Closing Date for Receipt of Proposals</b>	<b>February 9, 2018 - No Later than 2:00 PM, HST</b>
5. Mandatory Requirements Evaluation	February 9, 2018
6. Proposal Evaluations	February 9 - 15, 2018
7. Proposal Discussions/Demonstrations ( <b>optional</b> )	February 15 – 19, 2018
8. Best and Final Offers ( <b>optional</b> )	February 20, 2018
9. Contractor Selection/Award Notification (on/about)	February 23, 2018
10. Contract Tentative Award Date	February 27, 2018
11. Contract Tentative Start Date	March 1, 2018

## **1.2 AUTHORITY**

This RFP is issued under the provisions of the East Hawaii Regional Procurement Policies & Procedures. All OFFERORS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any OFFEROR shall constitute admission of such knowledge on the part of such OFFEROR.

### **1.2.1 RFP ORGANIZATION**

This RFP is organized into five sections:

**SECTION 1: ADMINISTRATIVE**

Provides information regarding administrative requirements.

**SECTION 2: SCOPE OF SERVICES**

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

**SECTION 3: PROPOSALS**

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

**SECTION 4: EVALUATION**

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

**SECTION 5: AWARD OF CONTRACT**

Describes procedures for selection and award of contract.

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

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

The HOPA for this RFP is:

Dan Brinkman  
Chief Executive Officer  
East Hawaii Region  
Hawaii Health Systems Corporation

## **1.4 DESIGNATED OFFICIALS**

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

#### **1.4.1 ISSUING OFFICER**

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

Gary Callahan, Senior Contract Manager  
East Hawaii Region, HHSC  
1190 Waiuanuenue Avenue, Hilo, HI 96720  
PH: (808) 932-3112 FAX: (808) 933-2793  
E-mail: [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org).

#### **1.5 HHSC ORGANIZATIONAL INFORMATION**

##### **1.5.1 CHARTER**

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

##### **1.5.2 STRUCTURE AND SERVICES**

HHSC oversees the operation of twelve public health facilities throughout the Hawaiian Island chain, including Oahu, Lanai, Maui, Kauai, and Hawaii.

HHSC is organized into five operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As the fourth largest public health system in the country, HHSC is the largest provider of healthcare in the Islands, other than on Oahu, and is the only acute care provider on the Islands of Maui and Lanai. In fiscal year 2009, HHSC had a total of 3,892 full time employees, operating 1,260 licensed beds, located on five different islands, with approximately 22,378 in-patient admissions.

##### **1.5.3 MISSION**

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

#### **1.6 FACILITY INFORMATION**

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

#### **1.7 SUBMISSION OF QUESTIONS**

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

**- IMPORTANT -**

**OFFEROR may request changes and/or propose alternate language to the attached HHSC General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the HHSC General or Special Terms and Conditions will be entertained after the proposals have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the RFP.**

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

Responses by HHSC shall be due to the OFFEROR no later than the dates stipulated in Section 1.1.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

**SEND QUESTIONS TO:**

Gary L. Callahan, Senior Contract Manager  
East Hawaii Region, HHSC,  
1190 Waianuenue Ave., Hilo, HI 96720  
Fax: (808) 933-2793  
Email: [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org)

**1.8 SOLICITATION REVIEW**

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

**1.9 RFP AMENDMENTS**

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

**1.10 CANCELLATION OF RFP**

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

## 1.11 PROTESTS

Pursuant to East Hawaii Regional Policies, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of the contract may submit a protest. Any protest shall be submitted in writing to the HOPA as noted below.

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days **after** the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to and not later than the “Closing Date for Receipt of Proposals” identified in Section 1.1.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract as detailed in East Hawaii Regional Procurement Policies. The notice of award, if any, resulting from this solicitation shall be posted in the East Hawaii Region Procurement website:

<https://www.hilomedicalcenter.org/procurement.html>

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

Dan Brinkman, Chief Executive Officer  
East Hawaii Region  
Hawaii Health Systems Corporation  
1190 Waianuenu Avenue  
Hilo, Hawaii 96720

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

### **2.1 Background:**

Hilo Medical Center (“HMC”), located on the island of Hawaii, is the largest facility in the Hawaii Health Systems Corporation. Established in 1897, HMC has grown from a 10-bed hospital erected by the Hawaiian Government into the present facility of 275 licensed beds. Current capacity includes 141 licensed acute care beds including a 20 bed psychiatric unit, and a separate 134 bed licensed skilled nursing facility. The current facility was built in 1984 on roughly 20.5 acres of land adjacent to the picturesque Wailuku River. Also on the campus are the Hawaii Pacific Oncology Center, and the Yokio Okutsu Veterans Center. HMC is the largest employer in Hilo providing roughly 1,200 jobs.

Hilo Medical Center, a 127 licensed bed acute care medical facility in conjunction with its Long Term Care Facility consisting of 30 licensed beds are requesting proposals from qualified vendors to provide commercial waste removal services from its acute hospital to the Hawaii County landfill twice a week *at minimum*, with the possibility of an increase in service during emergency situations. In order to comply with the Hawaii Integrated Solid Waste Management Act (HRS 342G) and the 2009 Hawaii County Integrated Resources and Solid Waste Management Program, and the Hawaii County Zero Waste Implementation Plan. Copies of these programs and the law are available upon request. Hilo Medical Center is seeking a vendor not only disposes of the Hospital’s waste, but that also recycles/reuses commodities including paper fibers (newspapers, corrugated cardboard, boxboard or mixed papers), plastic, and glass. Vendors that provide both criteria will be given preference over those that provide only waste pick up and disposal.

### **2.2 Agreement start date and agreement term**

HMC is anticipating that the start date for the resultant Agreement awarded through this solicitation will be no later than March 1, 2018. The Agreement will be for three (3) years with one (1) two-year extension available. The Agreement will be reviewed annually during its term.

### **2.3 Scope of Services:** The Contractor shall:

- 2.3.1 Provide a 6-yard container and daily disposal service. This shall include daily hauling/disposing as well as weekly sanitizing/deodorizing of the 6-yard trash bin. This 6-yard container is to be located at the Hilo Medical Center, Extended Care Department. Preferred trash pick-up time is between 6:00 AM – 7:00 AM.
- 2.3.2 Provide a 10-yard cardboard container and as needed pick-up service. This shall include hauling and disposal of cardboard. This 10-yard bin is to be located at Hilo Medical Center.
- 2.3.3 Provide a 10-yard container for medical waste to be picked up & disposed of weekly. This will be hauled on an “as needed” basis. The Hospital will notify the Contractor when pick up is necessary, until such time as a regular schedule can be established. This 10-yard bin is to be located at Hilo Medical Center.
- 2.3.4 Provide a 30-yard general trash container and as needed pick up service which includes hauling/disposing of the 30-yard bin. This bin will be located at Hilo Medical Center.
- 2.3.5 Provide all labor, equipment (including recycling bins), and materials necessary to transport and



clean and sterilize the 30-yard compactor bin currently owned by Hilo Medical Center, as well as Contractor-owned recycling bins to and from the Hawaii County Landfill and/or recycling center(s) where appropriate.

- 2.3.6 Provide commercial waste removal services, which shall include the pickup of Hilo Medical Center's thirty (30) yard compactor bin located behind its Acute Hospital, on Mondays and Thursdays (preferably between 8:00 am and 10:00 am), transporting the bin and the contents of the bin to the Hawaii County South Hilo Landfill, depositing the contents of the bin at the landfill, washing and deodorizing the compactor bin off-site on each trip, and returning the bin to its original location behind the Hospital.
- 2.3.7 Propose a schedule for Contractor-owned recycling bin waste removal services, which shall include the transport of the bin and its contents to a recycling center, depositing the contents of the bin at the recycling center, cleaning and deodorize the recycling bin on each trip, and returning it to the Hospital.
- 2.3.8 Make sure the Contractor's 30 yard bin is at the Hospital for Hospital's use while the Hospital-owned compactor is in for regular monthly, cleaning and sterilizing, and it shall remain until the Hospital owned compactor is returned. When the Hospital compactor is in for cleaning, it shall also be inspected for any damages. Any noted damage must be reported to Hospital.

#### **2.4 Miscellaneous Terms:**

- 2.4.1 The Hospital shall review the proposal and shall negotiate the terms of the proposal to ensure that it meets the Hospital's needs, before final approval. If the Contractor and Hospital cannot mutually agree on an acceptable proposal, the Hospital has the right to remove the requirement for Contractor-owned recycling bins and recycled waste removal services from this quote without further notification to respondents to this Request for Quotation.
- 2.4.2 The method(s) used to clean the thirty (30) yard compactor bin and recycling bins shall be detailed in the Contractor's response. The Hospital shall approve and/or renegotiate the cleaning & sterilizing method(s) used, prior to the award of any contract. If the Contractor and Hospital cannot mutually agree on acceptable washing and deodorizing method(s), the Hospital has the right to remove these requirement(s) from this solicitation without further notification to respondents to this Request for Proposals.
- 2.4.3 The hauling of the various trash bins will need to take place at least twice each week. If additional or fewer pickups will be needed, the Contractor will be notified within 24 hours of the change in required pickups.
- 2.4.4 No hauling shall commence prior to 6:00 a.m. and hauling shall be completed no later than 6:00 p.m.
- 2.4.5 The Hospital has the right to obtain additional hauling services at the rates listed in the Contract between the two parties on an "as needed" basis; "as needed" services shall occur within twenty-four (24) hours of the initial request.
- 2.4.6 All collection and disposal of commercial waste shall be in accordance with County of Hawaii, State, and Federal rules and regulations.

**2.5 Performance & Personnel Removal from Project:**

In the event that HOSPITAL, at any time and at its sole discretion, determines that the work performed or any portion thereof is unsatisfactory, HOSPITAL may require CONTRACTOR to correct or improve the deficiency. CONTRACTOR shall immediately thereafter take steps to correct the deficient performance to the reasonable satisfaction of the HOSPITAL.

CONTRACTOR shall remove from the assignment any CONTRACTOR personnel upon HOSPITAL's reasonable request. CONTRACTOR shall replace the removed person with a deadline mutually agreed upon with HOSPITAL.

**2.6 TECHNICAL REPRESENTATIVE**

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

**For Hospital:**

Troy Mokuhalii, EVS Supervisor  
East Hawaii Region,  
Hilo Medical Center  
1190 Waiianuenue Avenue  
Hilo, HI 96720

Phone: (808) 932-3097  
E-mail: [tmokuhalii@hhsc.org](mailto:tmokuhalii@hhsc.org)

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

### **3.0 INTRODUCTION**

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

### **3.1 PROPOSAL PREPARATION**

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

The technical category information identified in paragraph 3.7 below.  
The price category information identified in paragraph 3.8 below.

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

Prepare proposals in three-ring binders, or an acceptable substitute binder, organized into distinctive sections, with tabs corresponding with the technical and price categories and other categories, as appropriate. The development of overly elaborate proposals and presentation material, not required and/or related to RFP requirements, is **HIGHLY DISCOURAGED**. This procedure will facilitate proposal evaluations.

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

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

### **3.3 DISQUALIFICATION OF PROPOSALS**

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. HHSC reserves the right to ask for clarification of any item in the proposal.

#### **- ATTENTION -**

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

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

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

contract pursuant to an award, or provisions contrary to those required in the solicitation.

- Proof of exclusion from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care.

### **3.4 SUBMISSION OF PROPOSALS**

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

Gary L. Callahan, Senior Contract Manager  
East Hawaii Region, HHSC,  
1190 Waianuenue Ave., Hilo, HI 96720  
Fax: 808- 933-2793  
Email: [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org)

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

**“Proposal Submitted in Response to: RFP # HHSC FY18-0195**

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

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

OFFEROR is required to submit proposal with a transmittal cover letter. The transmittal cover letter must be on the OFFEROR’S official business letterhead; signed by an individual authorized to legally bind the OFFEROR; affixed with the corporate seal or notarized; and minimally include information, as written/requested, on the “sample” letter in Section 6, APPENDIX A.

### **3.6 PUBLIC INSPECTION**

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

OFFEROR shall request in writing the nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in Chapter 92F.

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

The technical proposal shall include the following categories:

- a. SUMMARY
- b. BACKGROUND, QUALIFICATIONS AND EXPERIENCE
- c. PERSONNEL ORGANIZATION AND STAFFING; and
- d. MANAGEMENT AND CONTROL.

### **3.6.1 SUMMARY**

Clearly, concisely and briefly summarize and highlight the contents of the technical proposal in such a way to provide HHSC with a broad understanding and the unique, most promising aspects of the proposal.

### **3.6.2 BACKGROUND, QUALIFICATIONS AND EXPERIENCE**

Provide explicit details on Company's background, qualifications, and experience relative to performing requirements set forth in the Scope of Services, including but not limited to:

- a. Background of the Company, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, state of incorporation, etc.
- b. Brief description of Company's qualifications to perform Scope of Services requirements.
- c. Brief description of three (3) past and/or present contracts demonstrating Company's qualifications, experience, and performance. Include customer name, contact name and telephone number. If not available, provide contact name and telephone number of three (3) references that can discuss your Company's qualifications, experience, and performance.
- d. Identification of litigation currently impacting the Company, if any. State "NONE", if none.

### **3.6.3 PERSONNEL ORGANIZATION AND STAFFING**

Provide explicit details on the Company's personnel organization and staffing relative to performing requirements set forth in the Scope of Services, as follows:

- a. Company's managerial organizational chart and resumes of key positions.
- b. Key personnel identified to perform services, including: name, years of experience, years with the Company, qualifications and verifiable references (with contact telephone numbers), if any.

### **3.6.4 MANAGEMENT AND CONTROL**

Provide a detailed summary of the methodology relative to performing requirements set forth in the Scope of Services, as follows:

- a. Assignment and management of personnel.
- b. Coordination of requirements with HHSC personnel.
- c. Problems anticipated, if any.

### **3.7 PRICE PROPOSAL**

Provide a summary total of the dollar amount offered to perform "Scope of Service" requirements of this RFP. This summary offer should be provided in the format provided in Section 4, Pricing Schedule of this RFP.

Please include any Landfill fees in the price per haul to insure those are covered.

### **3.7.1 SUMMARY**

Clearly, concisely and briefly summarize and highlight the contents of the price proposal, in such a way as to provide HHSC with a broad understanding of the unique, most promising aspects of the proposal.

### **3.7.2 SUMMARY OFFER**

Provide a detailed, line-item list (including at a minimum: description of price elements and personnel performing services; hours required; unit price; total price; taxes including Hawaii General Excise Tax; as appropriate) of any and all prices, with a summary total, representing the dollar amount offered (Summary Offer) to perform Scope of Service requirements of this RFP.

All worksheets and supporting documentation in determining the Summary Offer shall be provided with the proposal to verify validity of computations and determine if prices are “fair & reasonable”. A further breakdown of price elements and/or price related information may be requested during proposal review and evaluation.

The Summary Offer shall represent the total amount offered; and, if proposal is accepted, the “Not to Exceed” maximum dollar amount of the contract.

### **3.7.3 NON-APPLICABLE PROPOSAL REQUIREMENT**

Excluding HHSC General and Special Terms and Conditions, and any objectionable or defective RFP matters, if any proposal requirement, as describe in this Section, is not applicable to the OFFEROR and therefore will/cannot be provided, list the requirement(s) and provide detailed explanation of the reasons why the requirement(s) is not applicable. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this Section.

### **3.7.4 NON-ACCEPTANCE OF ANY RFP REQUIREMENT**

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

**- ATTENTION -**

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

### **3.7.5 PROPOSAL SUBMISSION CHECKLIST**

The proposal submission checklist is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR’S proposal; and, as a supplementary means of performing evaluation of the “Mandatory Requirements”, as set forth in Section 5 paragraph 5.2.1. The checklist is required to be completed by each OFFEROR and included (as the last document) in the proposal package. The proposal submission checklist is in Section 6, APPENDIX B

**SECTION 4**

**COMPENSATION**

**4.1. Pricing Schedule:** In accordance with the attached Scope of Services of Work, we submit the following to HOSPITAL:

**Requested Services**

	<b><u>Unit Price/week</u></b>	<b><u>Annual Price</u></b>
<b>4.1.1. 6-yard container &amp; daily disposal service (ECD):</b> 7 days/week, preferred pickup between 6 AM & 7 AM	\$ _____	\$ _____
<b>4.1.2 10-yard cardboard container (HMC):</b> Minimum pick-ups twice per week	\$ _____	\$ _____
<b>4.1.3 Contractor’s 30-yard Container (HMC):</b> Minimum pick-ups twice per week	\$ _____	\$ _____
<b>4.1.4 Hospital’s 30-yard Compactor, Bin (HMC):</b> To be picked up & emptied Mondays & Thurs.	\$ _____	\$ _____
<b>4.1.5 Contractor’s 10-yard Medical Waste Bin (HMC):</b> To be picked up & emptied once weekly	\$ _____	\$ _____
<b>4.1.6 Miscellaneous Additional Waste services (as needed):</b> \$ _____ (Emergency & other emergent needs)	\$ _____	\$ _____
<b>4.1.7 Administration Fees (if applicable):</b>	\$ _____/mo.	\$ _____
<b>4.1.8 Total Annual Pricing for all Services:</b>		\$ _____

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

**4.2.1.** The HOSPITAL shall pay CONTRACTOR pursuant to the Pricing Schedule agreed to by both parties for the provision of services required under this Agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be included in the invoice for services:

- a. the Contract number, (#18-0195);
- b. the date(s) of the service(s) performed;
- c. a description of the tasks performed with such detail as the Technical Representative may reasonably request; and
- d. signed and dated by the Contractor’s delegated signatory.

**4.2.2.** The Contractor's invoice is due to the Technical Representative named in this Agreement by the tenth (10<sup>th</sup>) day of the month immediately following the month in which the services were provided. The Hospital shall pay sums due FORTY FIVE (45) days after receipt of Contractor's invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.

**4.2.3.** The Contractor agrees to accept such amounts as payment in full for all services rendered in accordance with the terms of this Agreement.

**4.2.4 Not to Exceed Amount:** The total sum of money the Hospital is administratively authorized to expend under this Agreement during its full term, including all applicable taxes and expenses incurred, will be provided in the Notice of Award to the selected Contractor.



## **SECTION 5** **EVALUATIONS**

### **5.0 INTRODUCTION**

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

### **5.1 PROPOSAL EVALUATION COMMITTEE**

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

### **5.2 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

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

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

The evaluation of the mandatory requirements, as listed below, shall be based upon a "Pass/ No Pass" basis. The purpose of this phase is to determine whether an OFFEROR'S proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the OFFEROR have the capability to perform fully the Scope of Services requirements"; and, "Were proposal documents, as identified below, received by HHSC and do they contain the required information?" Failure to meet any mandatory requirement may be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification ("No Pass") thereof.

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

- Proposal Cover Letter **on corporate letterhead**
- Technical Proposal
  - Background, Qualifications and Experience
  - Personnel Organization and Staffing
  - Management and Control
  - Miscellaneous
- Price Proposal
- State of Hawaii Compliance Documents
- Proposal Submission Checklist

**5.2.2      PHASE - 2      TECHNICAL PROPOSAL EVALUATION**

Evaluation of OFFEROR’S technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 5.3 and the evaluation scoring system identified in paragraph 5.4.

**5.2.3      PHASE - 3      PRICE PROPOSAL EVALUATION**

Evaluation of the price proposal shall be conducted using the price proposal category and the value weight percentages identified in paragraph 5.3 and the evaluation scoring system identified in paragraph 5.4.

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

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

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

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

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

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

**5.3      EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES**

<b>Mandatory Requirements</b>	<b>Pass/No Pass</b>
<b>Technical Proposal</b>	<b><u>Value Weight</u></b>
Background, Qualifications and Past Performance .....	40%
Method of Approach to the Scope of Services.....	15%
Personnel Organization and Staffing.....	10%
<b><u>Price Proposal.....</u></b>	<b><u>35%</u></b>
<b>TOTAL .....</b>	<b>100%</b>

#### **5.4 EVALUATION SCORING SYSTEM**

The maximum number of points available for scoring is one hundred (100) per proposal. The proposal receiving the highest number of points is considered statistically the best proposal and the **best value** to HHSC; and, will be recommended for award of contract, unless otherwise determined and justified by the evaluation committee.

The evaluation categories are assigned a value weight percentage, as determined by HHSC, totaling 100%. Each category will be rated and points awarded based on the percentage weight of each evaluation criteria. Maximum score (the best rating) cannot exceed the percentage number for the evaluation criteria. A group score agreed to by the evaluation committee for each evaluation criteria. The OFFEROR'S total score (see note below) will be determined by totaling each committee score for each individual evaluation criteria.

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

## **SECTION 6**

### **AWARD OF CONTRACT**

#### **6.0 AWARD OF CONTRACT**

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is determined by the Evaluation Committee to provide the best value to HHSC, considering all evaluation reviews and results.

#### **6.1 CONTRACT AWARD NOTIFICATION**

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

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

#### **6.2 CONTRACT AWARD DEBRIEFING**

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

#### **6.3 METHOD OF AWARD**

##### **6.3.1. CONTRACT DOCUMENT**

The contract will be awarded by executing an **“Short Form Agreement”** (hereinafter “CONTRACT”) by HHSC and the successful OFFEROR (hereinafter “CONTRACTOR”). This Contract will be based upon this competitive solicitation. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and the CONTRACTOR’s accepted proposal, with any and all addendums, changes, negotiated agreements, all of which becomes part and whole of the CONTRACT.

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

The GENERAL CONDITIONS - NON-HEALTHCARE SERVICE PROVIDERS, Section 5, APPENDIX E and the SPECIAL CONDITIONS, Section 5, APPENDICES E and F, are applicable and shall be part and whole and attached to the Agreement.

The GENERAL CONDITIONS - NON-HEALTHCARE SERVICE PROVIDERS, APPENDIX E **provisions are non-negotiable**. Please refer to Section 1.7.

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

**6.4.1 GENERAL EXCISE/USE TAX**

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

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

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

**Hawaii Compliance Express**

Alternatively, OFFEROR may apply and obtain proof of compliance with the above agencies electronically through the Hawaii State Procurement Office's "Hawaii Compliance Express website at <http://vendors.ehawaii.gov>

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

OFFERORS who elect to use the services will be required to pay an annual fee of \$12.00.

**6.4.2 CERTIFICATE OF COMPLIANCE**

Pursuant to East Hawaii Regional Procurement Policies, the CONTRACTOR is required to obtain/posses a valid **Certificate of Compliance** from the Hawaii State Department of Labor and Industrial Relations (DLIR) prior to executing a contractual agreement with a State Agency. The certificate is valid for six months from the date of issue and must be valid on the date it is received by HHSC.

The **Certificate of Compliance** shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE; Form LIR #27, is available at [www.hawaii.gov/labor](http://www.hawaii.gov/labor) (open "Get a Form"; then open "LIR#27) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the OFFEROR and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the CONTRACTOR who in turn shall submit the form to HHSC.

**6.4.3 CERTIFICATE OF GOOD STANDING**

a. **HAWAII BUSINESS**. A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the CONTRACTOR shall obtain/possess **Certificate of Good Standing** issued by the Department of Commerce

and Consumer Affairs Business Registration Division (BREG). A “Hawaii Business” that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A CONTRACTOR’s status as sole proprietor and its business street address as indicated on the proposal transmittal cover letter (APPENDIX A) will be used to confirm that the CONTRACTOR is a Hawaii Business.

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

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

#### **6.4.4 CONTRACT EXECUTION**

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

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

#### **6.4.5 CONTRACT COMMENCEMENT DATE**

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

# SAMPLE PROPOSAL TRANSMITTAL COVER LETTER

Mr. Callahan:

(Name of Business) \_\_\_\_\_ proposes to provide any and all goods and services as set forth in the “Request for Proposals for Competitive Sealed Proposals” to provide “**Commercial Waste Disposal & Recycling Services**”, RFP # **HHSC FY18-0195**, for which fees/costs have been set. The fees/costs offered herein shall apply for \_\_\_\_\_ (Please \_\_\_\_\_ insert applicable period of time) .

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

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

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

**Other information:**

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

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

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

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

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

Encl: Proposal

**PROPOSAL SUBMISSION CHECKLIST**

**\*IF SPECIFIC ITEM(S) IS NOT APPLICABLE, MARK WITH "N/A"---DO NOT LEAVE BLANK.**

Please  
Check Off  
Offeror  
Submitted

HHSC Use

Proposal Items

	<input type="checkbox"/>	Proposal Received "On-Time"
<input type="checkbox"/>	<input type="checkbox"/>	One (1) <b>Original Hard Copy</b> & one (1) electronic copy (on disk or jump drive) of Proposals.
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Transmittal Cover Letter:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Official Business Letterhead
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Authorized Signature
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Corporate Seal or Notarized
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Required Information
<input type="checkbox"/>	<input type="checkbox"/>	Technical Proposal:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Background, Qualifications and Experience
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Personnel Organization and Staffing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Management and Control
<input type="checkbox"/>	<input type="checkbox"/>	Cost Proposal:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Summary
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Summary Offer
<input type="checkbox"/>	<input type="checkbox"/>	Optional Services Costs
<input type="checkbox"/>	<input type="checkbox"/>	Non Applicable Proposal Requirement(s)
<input type="checkbox"/>	<input type="checkbox"/>	All Data and Information Required of the RFP
<input type="checkbox"/>	<input type="checkbox"/>	Proprietary Documents
<input type="checkbox"/>	<input type="checkbox"/>	Others (List)
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Submission Checklist
<input type="checkbox"/>	<input type="checkbox"/>	Hawaii State Compliance Documents



**CONTRACTOR'S ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

County of \_\_\_\_\_

On this day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument in behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

**NOTARY PUBLIC:**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

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

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

CONTRACTOR

By: \_\_\_\_\_

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

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

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

# HAWAII HEALTH SYSTEMS CORPORATION GENERAL CONDITIONS (SHORT FORM)

**OTHER TERMS AND CONDITIONS.** The General Conditions (Short Form) are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions (Short Form) and the vendor terms and conditions, the General Conditions (Short Form) shall control.

1. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.** CONTRACTOR warrants that it and none of its employees, agents, or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (Section 1128 and 1128A), and other federal laws and regulations relating to health care. CONTRACTOR has an affirmative duty to verify the accuracy of this statement at least monthly and to inform HHSC in the event it is discovered that it is no longer true. HHSC reserves the right to verify that the above sentences are true and to immediately cancel this Agreement in the event they are violated.
2. **NONDISCRIMINATION.** No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any federal, state, or county law or regulation.
3. **INDEMNIFICATION AND DEFENSE.** The CONTRACTOR shall defend, indemnify and hold harmless HHSC, the contracting facility and their directors, employees and agents from and against all liability, loss, damage, cost and expense, including all attorneys fees and costs, and all claims, suits and demands therefor, arising out of or resulting from any acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement for any reason.
4. **UNILATERAL RIGHTS OF HHSC.** HHSC may take the following actions in writing at any time during the pendency of this Agreement: (1) Terminate the Agreement in whole or in part for the convenience of HHSC. Any such termination shall be done in good faith and not arbitrarily or capriciously; (2) Order changes in the work within the scope of the Agreement; (3) Order changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement; (4) Suspend or stop the work provided for in the Agreement for a period not to exceed sixty (60) days. If any adjustments in price are occasioned by such actions on the part of HHSC, or by variations in quantity for definite or indefinite quantity Agreements, the price adjustments shall be made pursuant to the provisions of Section 103D-501(b), Hawaii Revised Statutes, or, for Agreements not governed by Chapter 103D HRS, then by mutual agreement of the parties.
5. **TERMINATION FOR DEFAULT.** If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified, or any extension thereof, or commits any other substantial breach of this Agreement, HHSC may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. CONTRACTOR shall not be in default if the cause of the delay or failure in performance arises out of causes such as: acts of God, acts of a public enemy, fires, floods, epidemics or labor disputes.
6. **VOLUNTARY TERMINATION.** Either party may, in its sole discretion, terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice. As of the effective date of termination, neither party shall have any further rights or obligations under said Agreement except: (1) As otherwise provided in this Agreement; (2) for rights and obligations accruing prior to the effective date of termination; or (3) rights arising as a result of any breach of the this Agreement.
7. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a State court of competent jurisdiction in Hawaii.
8. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Agreement. This specifically includes Sections 103-55 and 103-55.5, Hawaii Revised Statutes, dealing with wages, hours and working conditions of employees of contractors providing services or construction. Other laws which may be applicable to contractors may include, but not be limited to: HRS Chapters 383, 386, 387, 392, and 393. It shall be the responsibility of the CONTRACTOR to determine applicability and comply with the law.
9. **WARRANTIES.** CONTRACTOR warrants that it has all legal rights, title and interest in all products or goods sold, leased or licensed to HHSC. CONTRACTOR also warrants that such products substantially conform to all descriptions, specifications, representations, schedules and publications of CONTRACTOR and/or orders. Unless the warranty period provided by CONTRACTOR is longer, CONTRACTOR warrants that all products provided by CONTRACTOR shall be free from defects in materials, performance, workmanship and design for a period of one year. The warranty period shall commence after Acceptance, as defined in this Agreement. CONTRACTOR further warrants that it will perform any services required under this Agreement with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC.
10. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period CONTRACTOR agrees as follows:
  - a. Until the expiration of four (4) years after the furnishing of such services, CONTRACTOR shall, upon written requests make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services; and
  - b. If any such services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period, such subcontracts shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 10.a immediately above.

The availability of CONTRACTOR'S and subcontractor's books,

documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of these paragraphs relating to access to books and records shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.

11. **CORPORATE COMPLIANCE PROGRAM.** A description of the Corporate Compliance Program of HHSC, including orientation materials, is posted on the HHSC internet site ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, contractors, and subcontractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, contractors, and subcontractors who provide financial, business office, personnel, coding, medical records information systems, and/or clinical services at any of the HHSC facilities to review the posted orientation materials and participate in any compliance training programs HHSC may require.
12. **BUSINESS ASSOCIATE ADDENDUM.** By signing this Agreement, CONTRACTOR acknowledges that CONTRACTOR may be a Business Associate of HHSC within the meaning of the federal privacy and security laws as stated in 45 C.F.R. Parts 160 and 164, Subparts A, C, and E. CONTRACTOR further acknowledges that CONTRACTOR has read the Business Associate Addendum, which is posted on the HHSC internet site (<http://bit.ly/HHSC-BAA>). If CONTRACTOR is a Business Associate as defined in the above laws, said Business Associate Addendum is hereby incorporated by reference and made a part of this Agreement as if fully repeated herein. By signing this Agreement, CONTRACTOR agrees to fully comply with, and be bound by, all terms set forth in the Business Associate Addendum, as it may be amended from time to time.
13. **INSURANCE.** The CONTRACTOR shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement general and professional liability insurance issued by an insurance company authorized to do business in the State of Hawaii in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate. HHSC shall be named as an additional insured under the CONTRACTOR'S policies for any liability arising out of or resulting from occurrences during or in connection with the performance of the CONTRACTOR'S services under this Agreement. At the request of HHSC, CONTRACTOR will provide HHSC a certificate of insurance showing compliance with these provisions. CONTRACTOR shall carry workers' compensation insurance in accordance with applicable law.
14. **CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-355, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit any such contribution from any person for any purpose during any period.
15. **ACCEPTANCE OF GOODS AND SERVICES.** HHSC shall accept goods and services or give CONTRACTOR notice of rejection within a reasonable time, notwithstanding any payment, prior test, or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance with the specifications, shall relieve CONTRACTOR of any obligations under this Agreement or impair any rights or remedies of HHSC.
16. **DISCOUNT AND REBATE.** CONTRACTOR hereby acknowledges its obligations to comply with any and all requirements imposed upon it as a seller under 42 U.S.C. Sec.1320a-7b(b)(3)(A) and 42 C.F.R. Sec. 1001.952(h) Discounts.
17. **ACCESS TO HHSC NETWORK AND SYSTEMS.** CONTRACTOR may be given access to some of the HHSC computer network and systems in order to fulfill the terms of the Agreement. CONTRACTOR agrees to follow and to require all agents, employees, and subcontractors to also follow the Information Technology and Confidentiality policies summarized and posted on the HHSC Procurement internet site ([www.hhsc.org/GC](http://www.hhsc.org/GC)) and to comply with such other instructions as provided by HHSC in the use of HHSC computer systems. CONTRACTOR shall not use the HHSC systems or data for any purpose other than to fulfill its duties under this Agreement.
18. **COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem cost and transportation expenses under this Agreement is subject to the following limitations:
  - a. Reimbursement for air transportation shall be actual cost or coach class airfare, whichever is less.
  - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
  - c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowance (i.e., hotel and meals) shall be \$145 per day, which consists of \$85 for hotel and \$60 for food, computed on quarter days. No other travel or living expense (e.g., tips, entertainment, alcohol, etc.) shall be reimbursed by HHSC, other than those items listed in subparagraphs a and b, above. Invoices shall document the days of travel by including the name of the traveler, itinerary, airfare receipt, hotel receipt, and ground transportation receipts. All travel must be pre-approved by the HHSC technical representative.
  - c. CONTRACTORS with an office located on the same island as the site of the services to be provided pursuant to this Agreement are not entitled to per diem or transportation expense reimbursement unless explicitly specified in the Agreement.
19. **PROMPT PAYMENT OF SUBCONTRACTORS.**
  - a. **Generally.** Any money paid to a CONTRACTOR shall be disbursed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes regarding payment.
  - b. **Final Payment.** Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract. CONTRACTOR shall comply with Haw. Rev. Stat. Chapter 103, as applicable.

**20. CONFIDENTIALITY OF MATERIAL.**

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F.HRS.

- 21. COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile/electronic executions or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

**[End of Document]**

**END OF RFP # 18-0195**