



REQUEST FOR PROPOSALS

#HHSC 21-0277

**EAST HAWAII REGION AIR CONDITIONING /
DIETARY EQUIPMENT MAINTENANCE
AND REPAIR**

For

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

**Hale Ho'ola Hamakua
45-547 Plumeria Street
Honokaa, Hawaii 96727**

**Ka'u Hospital
1 Kamani Street
Pahala, Hawaii 96777**

AN AGENCY OF THE STATE OF HAWAII

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

January 20, 2021 2:00 PM, HST

OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including the proposal, all exhibits, amendments, and best and final offers (if any). **Signature also acknowledges receipt of all 63 pages contained in this Request for Proposals.**

Hawaii State Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No.:

Name: _____

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and HRS Chapter 378.
3. Other than what is requested in this Request for Proposals, the Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer and any resulting contract and may be subject to legal remedies provided by law.
4. **The Offeror certifies that the above referenced organization ___ is/___ is not a legislator, or an employee or a business in which a legislator or an employee has a controlling interest.**

ACCEPTANCE OF OFFER (to be completed by HHSC)

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

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

This contract shall henceforth be referred to as Contract No. 21-0277.

Effective Date of this Agreement shall be this _____ day of _____, 2016.

Signed:

Dan Brinkman, East Hawaii Regional CEO

Date

SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

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

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as the “Proposal Submission Deadline,” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable.

<u>Event</u>	<u>Scheduled Date</u>
Request for Proposal issued & posted	December 11, 2020
Submission of Intent to Submit Proposal.....	December 23, 2020
Pre-Proposal Conference (Kau Facility Tour).....	January 6, 2021 1:30 PM
Pre-Proposal Conference (Hale Ho’ola Hamakua Facility Tour)	January 7, 2021 1:30 PM
Submission Deadline for Questions & Clarification Requests.....	January 13, 2021
Proposal Submission Deadline	January 20, 2021
Proposal Evaluations	January 21-26, 2021
Proposal Questions and Best And Final Offer (optional)	January 27-29 2021
Offeror Selection/Award Notification (on/about).....	Feb 2, 2021
Contract Commencement Date	March 1, 2021

1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL

Offerors should submit, in writing, by, December 23, 2020, their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: (808) 933-2793 or by email to snelson1@hhsc.org.

1.4 PRE-PROPOSAL CONFERENCE

HHSC will hold a Pre-Proposal Conference for all interested Offerors for the purpose of viewing the equipment that will require maintenance under this contract. The Facility Operations Manager will be present to answer questions relating to this project. Questions posed on these days and their subsequent answers that affect the scope of this project will be contained in the written response to questions and clarification requests.

1.4 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS

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

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

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

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

1.5 RFP AMENDMENTS

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

1.6 CANCELLATION OF RFP

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

1.7 PROTESTS

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

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

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

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

SECTION 2
SCOPE OF SERVICES

The SCOPE OF SERVICES is as follows:

1.00 GENERAL

- 1.01 The CONTRACTOR shall provide air conditioning and dietary equipment maintenance services (“Services”) for Hale Ho’ola Hamakua, and Ka’u Hospital. Services shall include, but not be limited to; providing scheduled inspection and maintenance services as described herein, replacing minor parts to keep units in continuous operation, providing warranty services, and maintaining a log at each facility, in a designated area, which will include inspection reports for covered equipment. All services shall be in accordance with best commercial practices governing the maintenance of air conditioning systems, refrigerators, freezers, ice machines, air handlers, chillers, filters, etc.
- 1.02 The CONTRACTOR shall furnish all labor, filters, tools, equipment, transportation, and supervision for providing the Services.
- 1.03 All regularly scheduled maintenance Services shall take place between the business hours of 7:00 am and 3:30 pm, Monday through Friday. Routine tasks shall be coordinated in advance with the Facility Manager or his designee at each facility.
- 1.04 The CONTRACTOR shall immediately report to the Facility Manager or his designee any part requiring replacement outside the scope of normal repairs under this Agreement. The Facility Manager shall obtain the part directly, or request a written quotation for the CONTRACTOR to obtain the part in accordance with Section 8.00, Repair Work, of the Scope of Services.
- 1.05 As part of this Agreement, the CONTRACTOR will be required to provide emergency service to Hilo Medical Center, Hale Ho’ola Hamakua, and Ka’u Hospital by responding to emergency calls within twenty (20) minutes, and providing follow-up repair services within two (2) hours. The CONTRACTOR shall respond twenty-four (24) hours a day, seven (7) days a week, including holidays.
- 1.06 CONTRACTORS shall comply with applicable sections of 103-55 HRS: Wages, hours, and working conditions of employees of contractors performing services.
- 1.07 The CONTRACTOR shall abide by all Hilo Medical Center Policies and Procedures that directly relate to the work being performed at the Facilities. This includes, but is not limited to:
- 1.07.1 Contractor/Sub-Contractor Safety & Environmental Practices at HMC Policy & Procedure (850-122-26)

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- 1.07.2 Outside Contractors Working on the Facility Policy & Procedure (743-150-08)
 - 1.07.3 Outside Contractors – Hazardous Communications Program Policy & Procedure (743-150-07)

1.08 Before any work commences, the CONTRACTOR shall provide a certificate of insurance to each Facility Manager in the types and amounts as described in the attached General Conditions.

2.00 COMPENSATION

2.01 The CONTRACTOR's compensation for maintenance services and for repairs under this Agreement is as follows:

- a. For maintenance services described in this Scope of Services, the CONTRACTOR shall include any and all costs to perform the work in its proposal. This shall include, but not be limited to, the costs of labor, supplies, filters, belts, tools, equipment, transportation, and supervision.
- b. Repair work completed under this Agreement shall be completed in accordance with Section 8.00 Repair Work (Outside of Maintenance Agreement).
- c. Repair work completed under this Agreement shall be completed in accordance with Section 8.00 Repair Work (Outside of Maintenance Agreement).

3.00 SPECIFIC MAINTENANCE SERVICE REQUIREMENTS / HILO MEDICAL CENTER

3.01 There are no specific maintenance service requirements for the Hilo Medical Center – however offerors are requested to provide an hourly rate and a material markup for repairs that may be requested by the facility during the contract period. Work for Hilo Medical Center will be on an on demand basis. Offerors are requested to propose their response time for responding to service calls at the Hilo Medical Center.

4.00 SPECIFIC MAINTENANCE SERVICE REQUIREMENTS / HALE HO'OLA HAMAKUA

4.01 Water Chillers (Centrifugal) and Package Air Cooled Chiller:

Monthly

- 1. Check general operation and condition.
- 2. Check and refill refrigerant charge.
- 3. Check for refrigerant and oil leaks, check for proper refrigerant charge and moisture contamination.

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4. Check condenser coil face and clean as required.
 5. Check and adjust all gauge readings.
 6. Check operation of all safety and capacity controls, valves and accessories.
 7. Lubricate all moving parts as required.
 8. Check for noise and vibration.
 9. Check all electrical components for proper operation and worn parts.
 10. Purge compressor, oil change every two months.
 11. Check purge compressor and adjust.
 12. Check oil pump operation and refill to proper oil level.
 13. Check chiller and condenser temperature difference and pressure drop.
 14. Perform manufacturer's required monthly service.

Quarterly

1. Review past log readings.
2. Check for unusual vibration.
3. Check response of unit as various load conditions for proper operation and calibration of capacity control system.
4. Check safety controls and record settings.
5. Check and clean all filters and strainers.
6. Perform manufacturer's required quarterly service.

Semi-annually

1. Check safety controls and record settings.
2. Check purge controls and record settings.
3. Perform manufacturer's required semi-annual service.
4. Test evacuation System operating properly.
5. Change all filters at air handlers and FCUs with MERV 13 including the HEPA filter

Annually

1. Change compressor oil and filter.
2. Change refrigerant, purge and oil return filter – drier.
3. Inspect control center, calibrate all controls and replace with new parts if found defective.
4. Inspect purge drum, clean and replace wearing parts.
5. Inspect purge compressor, clean and replace wearing parts.
6. Treat condenser with de-sealer and bleed condenser tubes.
7. Pressure test entire machine electronic leak test and repair leaks found.
8. Clean the dirt pocket and/or dirt leg.
9. Inspect primary motor starter contacts and connections.
10. Megger compressor and oil pump motor.
11. Include work indicted for monthly and quarterly maintenance.
12. Furnish inspection report with recommendation for preventative maintenance.
13. Open Condenser barrel and inspect and clean tubes as required.
14. Replace oil filter, take oil samples and change oil as required.
15. Perform Eddy current test to evaporate & condenser tubes every three years.

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16. Test, Inspect and Calibrate Evacuation System, per manufacturer's requirements / guidelines.
 17. Perform manufacturer's required annual service.

4.02 Air Handling Units

Monthly

1. Inspect general condition and operation of air handler.
2. Clear, clean and chemical wash all drip pan and all related condensate drain lines. Contractor may be liable for water damages due to clogged drains which are not cleaned regularly by Contractor as specified (Contractor must submit chemical for approval to Facility Manager prior to use).
3. Check for noise, vibration and insulation damage.
4. Check temperature controls.
5. Check all duct work and associated piping for damage leaks.
6. Lubricate and oil all bearings, and connections of dampers and vane, check controls to insure proper operation.
7. Check and repair damaged or torn insulation of air handler and piping.
8. Perform manufacturer's required monthly service.

Quarterly

1. Lubricate fan and motor bearings; adjust alignment of bearings for air handler.
2. Check fan belt tension. Replace worn belts and always replace belts as a set.
3. Check pulley tightness to shaft and pulley alignment.
4. Check refrigerant and air temperature, and airflow rate.
5. Check and test circuits and operation of all temperature controls including dampers and valves operating properly for manufacturer's specifications.
5. Clean all return air grills and exterior surfaces of all related air conditioning equipment.
6. Clean fresh air intake grill and damper.
7. Change all pre-filter for air handlers.
8. Perform manufacturer's required quarterly service.

Semi-annually

1. Change all air filters for air handler including the HEPA filter.
2. Adjust alignment of bearings and sheaves; lubricate fan and motor bearings for air handlers. Replace worn or noisy bearings.
3. Wash cooling coils and clean all dirt accumulation, using high pressure washer, steam cleaner or coil cleaner as necessary.
4. Clean all return air grills and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grille and damper.
5. Adjust belt tension with deflection gauge and replace worn belts.
6. Perform required manufacturer's semi-annual service.

Annually

1. Clean inside and outside surface of cooling coils.

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2. Inspect all valves and vents, replace with new parts if required.
 3. Clean fan wheel, shaft, pulleys, dampers and motors.
 4. Clean drain pan.
 5. Check condensate drain.
 6. Check dampers linkage, set screws and blade adjustments for proper operations.
 7. Secure all loose housing, seal leaks and touch up paint after cleaning all rust.
 8. Calibrate all pneumatic and/or electric temperature controls.
 9. Inspect, test and clean all smoke and fire dampers (Acute Hospital & HPOC,), located in the A/C ducts of the smoke and fire walls for operations. Every three years (3) replace links.
 10. Check and repair variable speed controllers.
 11. Perform manufacturer's required annual service.

4.03 Air Distribution System

Monthly

1. Check and repair duct work exposed to weather and traffic for leakage, damage, corrosion, proper drainage and weather tightness.
2. Check and repair duct work and air devices for noise and vibration.
3. Check and repair duct work and insulation for loose connections and damage.

Annually

1. Clean air devices.
2. Re-balance complete system as recommended.

4.04 Temperature Controls

Monthly

1. Check and repair circuits and operations of all temperature controls and sequencing system for air conditioning unit including dampers and valves.
2. Check time clock and thermostat operation and set points.
3. Perform manufacturer's required monthly service.

Semi-annually

1. Check, repair, adjust, lubricate all controls for operational functions, including smoke detector, dampers, linkage, etc.
2. Perform manufacturer's required semi-annual service.

Annually

1. All controllers, including smoke detecting systems, shall be checked for calibration, presence of moisture or oils, control port and seal seat alignment, and response of capillaries; and shall be repaired and calibrated as required.
2. All control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be lubricated, repaired,

and adjusted as required. Control valve repair to include repacking and reseating, as required.

3. All automatic dampers shall be checked for tight closing, bent blades, defective linkage, and shall be repaired as required.
4. Perform manufacturer's required annual service.

4.05 Condensate Piping

Monthly

1. Check all condensate drain piping and fittings for leaks.
2. Check and repair all insulated piping and fittings for leaks.
3. Clean dirt leg.

4.06 Ventilating Fans (Exhaust and Supply)

Monthly

1. Inspect bearings, set collars, check and correct abnormal vibrations.
2. Lubricate fan and motor bearings.
3. Check for normal operations.
4. Operate all dampers for proper operation, oil damper linkage and adjust.
5. Clean contacts, replace if necessary.
6. Check lead-in wires to see that all connections are tightly secured.
7. Check and adjust time settings as required.
8. Perform manufacturer's required monthly service.

Quarterly

1. Check and clean fan wheels and housing.
2. Remove and wash all intake grills and repair as needed.
3. Perform manufacturer's required quarterly service.

Semi-annually

1. Check belt wear and replace as required.
2. Check and clean fan wheels and housing.
3. Remove and wash all intake grills, repair as needed.
4. Thoroughly clean out all dust and dirt from inside of housing.
5. Check and tighten loose fasteners and adjust spring tensions as required.
6. Check and operate all release mechanisms to see that they are in proper working order.
7. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.
8. Perform manufacturer's required semi-annual service.

Annually

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1. Perform manufacturer's required annual service.

4.07 Chilled Water Pumps

Monthly

1. Check packing glands or seals on all water pumps for excessive leakage; adjust, repair or replace as required.
2. Check and report pump bearings for abnormal temperature and undue noise and repair or replace as required.
3. Lubricate motor and pump bearings as necessary
4. Check and adjust motor to pump coupling for alignment and security shaft.
5. Check and tighten mounting bolts.
6. Perform manufacturer's required monthly service.

Quarterly

1. Check and clean strainer and log suction and discharge pressure.
2. Perform manufacturer's required quarterly service.

Semi-annually

1. Perform manufacturer's required semi-annual service.

Annually

1. Check and replace as required motor couplings to pump for alignment.
2. Check variable speed controllers.
3. Perform manufacturer's required annual service.

4.08 Control Switches

Monthly

1. Clean contacts; replace if necessary.
2. Check lead in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

Semi-annually

1. Thoroughly clean out all dust and dirt from inside housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

4.09 Air Curtains

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1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

4.10 Heat Reclaim Unit

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

4.11 Freezers / Chill Boxes / Ice Makers

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

4.12 Fire & Smoke dampers Inspection and Test:

1. Inspect, Test and Clean all Smoke & Fire Dampers located in the air conditioning ducts of the smoke and fire walls to ensure proper operations.
2. Replace all links every three (3) years.

5.00 SPECIFIC MAINTENANCE SERVICE REQUIREMENTS / KA'U HOSPITAL PACKAGE AIR CONDITIONING UNITS AND SPLIT AIR CONDITIONING UNITS

Monthly

1. Check general operation and condition.
2. Check and refill refrigerant charge.
3. Check for refrigerant and oil leaks, check for proper refrigerant charge and moisture contamination.
4. Check condenser coil face and clean as required.
5. Check and adjust all gauge readings.
6. Check operation of all safety and capacity controls, valves and accessories.
7. Lubricate all moving parts as required.
8. Check for noise and vibration.
9. Check all electrical components for proper operation and worn parts.
10. Purge compressor, oil change every two months.
11. Check purge compressor and adjust.
12. Check oil pump operation and refill to proper oil level.
13. Check chiller and condenser temperature difference and pressure drop.
14. Perform manufacturer's required monthly service.

Quarterly

1. Thoroughly inspect exterior of the AIR CONDITION UNIT.
2. Visually inspect all equipment for proper operation and safety functions.

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3. Check all set-points for proper settings and functions.
 4. Check condition of insulation on all insulated components. Repair/Replace if necessary.
 5. Inspect unit for abnormal vibration or noise.
 6. Check for proper operation of relays, fan switches, and limit switches.
 7. Verify freeze stats are present and functional if applicable.
 8. Check and calibrate all safeties.
 9. Replace filters. Match existing filter size/type.
 10. Check and clean condensate drain pan and drain.
 11. Check for proper operation of condensate pump if applicable.
 12. Check blower components for excessive dirt build-up.
 13. Check blower fan condition, alignment, clearance, and proper rotation.
 14. Lubricate all moving parts as required.
 15. Check blower fan drive belt alignment, pulleys, and sheaves.
 16. Tension or replace blower fan drive belt as required.
 17. Check and log blower motor operating amperage.
 18. Check motor starter coils, contacts, connections and tighten as necessary.
 19. Check for proper operation of strip heat if applicable.
 20. Check evaporator coils for obstructions and leaks. Clean coil bi-annually and then as necessary with environmentally friendly low VOC cleaner or steam.
 21. Check expansion valves for proper feed and superheat.
 22. Check temperature differential across the evaporator or chilled water coil.
 23. Clean evaporator coil if necessary.
 24. Check any and all refrigerant and water piping for leaks.
 25. Check any and all gas piping for leaks
 26. Change flame and spark rods as necessary.
 27. Clean strainer on chilled/hot water unit if applicable.
 28. If equipment is tied to BAS verify all components are communicating with front end.
 29. Report any abnormalities to the owner.
 30. Perform manufacturer's required quarterly service.

Semi-annually

1. Check safety controls and record settings.
2. Check purge controls and record settings.
3. Perform manufacturer's required semi-annual service.
4. Test evacuation System operating properly.

Annually

1. Change compressor oil and filter.
2. Change refrigerant, purge and oil return filter – drier.
3. Inspect control center, calibrate all controls and replace with new parts if found defective.
4. Inspect purge drum, clean and replace wearing parts.
5. Inspect purge compressor, clean and replace wearing parts.
6. Treat condenser with de-sealer and bleed condenser tubes.

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7. Pressure test entire machine electronic leak test and repair leaks found.
 8. Clean the dirt pocket and/or dirt leg.
 9. Inspect primary motor starter contacts and connections.
 10. Megger compressor and oil pump motor.
 11. Include work indicted for monthly and quarterly maintenance.
 12. Furnish inspection report with recommendation for preventative maintenance.
 13. Open Condenser barrel and inspect and clean tubes as required.
 14. Replace oil filter, take oil samples and change oil as required.
 15. Perform Eddy current test to evaporate & condenser tubes every three years.
 16. Test, Inspect and Calibrate Evacuation System, per manufacturer's requirements / guidelines.
 17. Change of UV light bulb
 18. Perform manufacturer's required annual service.

Air Handling Units

Monthly

1. Inspect general condition and operation of air handler.
2. Clear, clean and chemical wash all drip pan and all related condensate drain lines. Contractor may be liable for water damages due to clogged drains which are not cleaned regularly by Contractor as specified (Contractor must submit chemical for approval to Facility Manager prior to use).
3. Check for noise, vibration and insulation damage.
4. Check temperature controls.
5. Check all duct work and associated piping for damage leaks.
6. Lubricate and oil all bearings, and connections of dampers and vane, check controls to insure proper operation.
7. Check and repair damaged or torn insulation of air handler and piping.
8. Perform manufacturer's required monthly service.

Quarterly

1. Thoroughly inspect exterior of the air handler.
2. Visually inspect all equipment for proper operation and safety functions.
3. Check all set-points for proper settings and functions.
4. Check condition of insulation on all insulated components. Repair/Replace if necessary.
5. Inspect unit for abnormal vibration or noise.
6. Check for proper operation of relays, fan switches, and limit switches.
7. Verify freeze stats are present and functional if applicable.
8. Check and calibrate all safeties.
9. Replace filters. Match existing filter size/type.
10. Check and clean condensate drain pan and drain.
11. Check for proper operation of condensate pump if applicable.
12. Check blower components for excessive dirt build-up.
13. Check blower fan condition, alignment, clearance, and proper rotation.

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14. Lubricate all moving parts as required.
 15. Check blower fan drive belt alignment, pulleys, and sheaves.
 16. Tension or replace blower fan drive belt as required.
 17. Check and log blower motor operating amperage.
 18. Check motor starter coils, contacts, connections and tighten as necessary.
 19. Check for proper operation of strip heat if applicable.
 20. Check evaporator coils for obstructions and leaks. Clean coil bi-annually and then as necessary with environmentally friendly low VOC cleaner or steam.
 21. Check expansion valves for proper feed and superheat.
 22. Check temperature differential across the evaporator or chilled water coil.
 23. Clean evaporator coil if necessary.
 24. Check any and all refrigerant and water piping for leaks.
 25. Check any and all gas piping for leaks
 26. Change flame and spark rods as necessary.
 27. Clean strainer on chilled/hot water unit if applicable.
 28. If equipment is tied to BAS verify all components are communicating with front end.
 29. Report any abnormalities to the owner.
 30. Perform manufacturer's required quarterly service.

Semi-annually

1. Change all air filters for air handler including the HEPA filter.
2. Adjust alignment of bearings and sheaves; lubricate fan and motor bearings for air handlers. Replace worn or noisy bearings.
3. Wash cooling coils and clean all dirt accumulation, using high pressure washer, steam cleaner or coil cleaner as necessary.
4. Clean all return air grills and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grille and damper.
5. Adjust belt tension with deflection gauge and replace worn belts.
6. Perform required manufacturer's semi-annual service.

Annually

1. Clean inside and outside surface of cooling coils.
2. Inspect all valves and vents, replace with new parts if required.
3. Clean fan wheel, shaft, pulleys, dampers and motors.
4. Clean drain pan.
5. Check condensate drain.
6. Check dampers linkage, set screws and blade adjustments for proper operations.
7. Secure all loose housing, seal leaks and touch up paint after cleaning all rust.
8. Calibrate all pneumatic and/or electric temperature controls.
9. Inspect, test and clean all smoke and fire dampers (Acute Hospital & HPOC,), located in the A/C ducts of the smoke and fire walls for operations. Every three years (3) replace links.
10. Check and repair variable speed controllers.
11. Perform manufacturer's required annual service.
12. Change of UV light bulb

Air Distribution System

Monthly

1. Check and repair duct work exposed to weather and traffic for leakage, damage, corrosion, proper drainage and weather tightness.
2. Check and repair duct work and air devices for noise and vibration.
3. Check and repair duct work and insulation for loose connections and damage.

Annually

1. Clean air devices.
2. Re-balance complete system as recommended.

Temperature Controls

Monthly

1. Check and repair circuits and operations of all temperature controls and sequencing system for air conditioning unit including dampers and valves.
2. Check time clock and thermostat operation and set points.
3. Perform manufacturer's required monthly service.

Semi-annually

1. Check, repair, adjust, lubricate all controls for operational functions, including smoke detector, dampers, linkage, etc.
2. Perform manufacturer's required semi-annual service.

Annually

1. All controllers, including smoke detecting systems, shall be checked for calibration, presence of moisture or oils, control port and seal seat alignment, and response of capillaries; and shall be repaired and calibrated as required.
2. All control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be lubricated, repaired, and adjusted as required. Control valve repair to include repacking and reseating, as required.
3. All automatic dampers shall be checked for tight closing, bent blades, defective linkage, and shall be repaired as required.
4. Perform manufacturer's required annual service.

VAV Box (With or without hot water/electric reheat)

1. Safety & Regulatory Compliance:
2. Review manufacturer's instructions.
3. De-energize, lock out, and tag out electrical circuits as required.

Annual Inspection

(To be performed per the following list and any manufacturer specific requirements):

1. Inspect unit for abnormal vibration or noise.
2. If equipment is tied to BAS verify all components are communicating with front end.
3. Check control set-points.
4. Check for proper operation of relays, fan switches, and limit switches.
5. Check blower components for appropriate operation and excessive dirt build up. Clean if required.
6. Check blower fan condition, alignment, clearance, and proper rotation.
7. Lubricate all moving parts as required.
8. Check and log blower motor operating amperage if applicable (fan powered terminals).
9. Verify cleanliness of hydronic/electric heating coil. Clean coil annually. Utilize steam or an environmentally friendly low VOC cleaner.
10. Inspect hot water coils for leaks and proper flow. Blow-down coil annually to avoid solids build-up.
11. Contractor/Vendor responsible for logging into BAS/DDC front end and exercising all components of box to verify proper communication and operation.
12. Report any abnormalities to the owner.

Condensate Piping

Monthly

1. Check all condensate drain piping and fittings for leaks.
2. Check and repair all insulated piping and fittings for leaks.
3. Clean dirt leg.

Ventilating Fans (Exhaust and Supply)

Monthly

1. Inspect bearings, set collars, check and correct abnormal vibrations.
2. Lubricate fan and motor bearings.
3. Check for normal operations.
4. Operate all dampers for proper operation, oil damper linkage and adjust.
5. Clean contacts, replace if necessary.
6. Check lead-in wires to see that all connections are tightly secured.
7. Check and adjust time settings as required.
8. Perform manufacturer's required monthly service.

Quarterly

-
1. Check and clean fan wheels and housing.
 2. Remove and wash all intake grills and repair as needed.
 3. Perform manufacturer's required quarterly service.

Semi-annually

1. Check belt wear and replace as required.
2. Check and clean fan wheels and housing.
3. Remove and wash all intake grills, repair as needed.
4. Thoroughly clean out all dust and dirt from inside of housing.
5. Check and tighten loose fasteners and adjust spring tensions as required.
6. Check and operate all release mechanisms to see that they are in proper working order.
7. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.
8. Perform manufacturer's required semi-annual service.

Annually

1. Perform manufacturer's required annual service.

Control Switches

Monthly

1. Clean contacts; replace if necessary.
2. Check lead in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

Semi-annually

1. Thoroughly clean out all dust and dirt from inside housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

Morgue Refrigerator

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

Heat Reclaim Unit

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

Freezers / Refrigerators / Ice Makers

-
1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.
 2. Replace all links every three (3) years.
 3. Ice makers' maintenance requirements will vary from vendor to vendor, but most ice machines follow a similar overall process. Please consult with your machine's manual for the appropriate procedure.
 4. Ice machine should be cleaned and sanitized at least once every six months for efficient operation. First, you must perform the cleaning procedure to remove lime, scale, and mineral deposits, followed by the sanitizing procedure to disinfect the unit and remove algae and slime.
 5. Place a service date and a due date on every ice maker machine for every six months of service

Ductless Air Conditioning System

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

Portable / Window Air Conditioning Units

1. Perform monthly, quarterly, semi-annual and annual services per manufacturer's requirements.

EQUIPMENT LISTING

The following is a listing of air conditioning and related equipment to be serviced under this Agreement, sorted by Facility location. The CONTRACTOR is responsible to verify this equipment list when it performs its site survey.

DAMPER LISTING

The following is a listing of dampers to be serviced under this Agreement, sorted by Facility location. The CONTRACTOR is responsible to verify this equipment list when they perform their site survey.

No list is available. The CONTRACTOR is to work with the Facility to identify the damper

FILTER/BELT LISTING

The following is a listing of consumables (filters, belts, etc.) to be replaced under this Agreement, sorted by Facility location. The CONTRACTOR is responsible to verify these consumables when they perform their site survey.

No list is available. The CONTRACTOR is to work with the Facility to identify the location, quantities, and sizes of the filters and/or belts.

AIR HANDLING UNITS

	FILTERS	MERV	HEPA FILTERS
AHU-1 TRANE CLCH 4	2"	8 and 13	20 AND 17

AIR – COOL CONDENSING UNIT

ACCU-1 TRANE 4TTA3060

PACKAGE AIR CONDITIONING UNITS

	FILTERS	MERV	HEPA FILTERS MERV
PAC-3 TRANE THC036E3	2"	8 AND 13	20 AND 17
PAC-4 TRANE THC048E3	2"	8 AND 13	20 AND 17
PAC-5 TRANE THC048E3	2"	8 AND 13	20 AND 17
PAC-6 TRANE 4TCC3024A	2"	8 AND 13	20 AND 17
PAC-7 TRANE THC048E3	2"	8 AND 13	20 AND 17
PAC-8 TRANE THC072E3	2"	8 AND 13	20 AND 17
PAC-9 TRANE THCO48E3	2"	8 AND 13	20 AND 17
PAC-10 TRANE 4TCC3024A	2"	8 AND 13	20 AND 17
PAC-11 TRANE THC036E3	2"	8 AND 13	20 AND 17
PAC-12 TRANE 4TCC3024A	2"	8 AND 13	20 AND 17
PAC-13 TRANE THC092E	2"	8 AND 13	20 AND 17

CARRIER MODEL NO. 50PG-C03-AJ30-JJ SERIAL NO. 4109G30028

1. FILTERS MERV 2" 8 and 13 HEPA FILTERS MERV 20 AND 17

CARRIER MODEL NO. 50PG-C06-JJ50-JJ SERIAL NO. 4109G330011

1. FILTERS MERV 2" 8 and 13 HEPA FILTERS MERV 20 AND 17

Morgue Refrigerator

Morgue Refrigerator 1 Body-end opening

VARIABLE AIR VOLUME BOX (VAV)

	Area Served	Reheat		Area Served	Reheat
VAV 1-1	Storage a-107	n/a	VAV 5-1	Ante RM office A-20	n/a
VAV 1-2	Consultant A-4	n/a	VAV 5-2	Nurse's station A-50	n/a
VAV 1-3	Office	n/a	VAV 5-3	Nursing roomA-49	n/a
VAV 1-4	Waiting Exterior	n/a	VAV-7-1	Bed RM #1 A-30	1.8 kw
VAV 1-5	Waiting A-3	n/a	VAV 7-2	Bed RM #2 A-32	1.8kw
VAV 1-6	Pharmacy	n/a	VAV 7-3	Bed RM #3 A-34	1.8kw
VAV 3-1	Exam #1 A-9	n/a	VAV 7-4	Corridor/shower/ utility	n/a
VAV 3-2	Exam #2 A-10	n/a	VAV 8-1	Corridor/shower/ utility	n/a
VAV 3-3	Doctor office	n/a	VAV 8-2	Bed RM #4 A-51	1.8kw
VAV 3-4	Secretary A-15	n/a	VAV 8-3	Bed RM # 5 A-53	1.8kw
VAV 3-5	Patient Corridor	n/a	VAV 8-4	Bed RM #6 A-55	1.8kw
VAV 4-1	Waiting room A-16	n/a	VAV 8-5	Bed RM #7A-57	1.8kw
VAV 4-2	Administrator A-16A	n/a	VAV 8-6	Bed RM #8 A-59	1.8kw
VAV 4-3	Administrator office A-17	n/a			

VAV 4-4 Business office A-18 n/a

Electric Duct Heater

	Area Served	Reheat
RH-1	Bed RM #9	2.4
RH-2	Bed RM #10	2.4
RH-3	Bed RM #11	2.4

EXHAUST FAN

		<u>AREA SERVED</u>
EF-5 COOK 135 ACEB GREENHECK GB-141-4	(BELT)	DISHWASHER
EF-6 COOK 90C15DM GREENHECK G-090-D	(DIRECT)	LAUNDRY A-98
EF-7 COOK 90C15DM GREENHECK G-090-D	(DIRECT)	OXYGEN STORAGE A-99
EF-8 COOK 135 ACEB GREENHECK GB-141-4	(BELT)	STORAGE A-92
EF-9 COOK 120 ACEB GREENHECK GB-121-4	(BELT)	HEARTER ROOM A-109
EF-10 COOK 90C15DH GREENHECK G-090-G	(DIRECT)	LABORATORY A-85
EF-11 COOK 90C15DH GREENHECK G-097-DB	(DIRECT)	TOILET A-6 AND A-8
EF-12 COOK 90C15DM GREENHECK G-090-G	(DIRECT)	TOILET A-13 AND A-14
EF-13 COOK 90C15DH GREENHECK G-85-D	(DIRECT)	THERAPY A-21, KENISIS A-26, Dr. Sleep Rm A-29
EF-14 COOK 100 ACEB GREENHECK G-101-4	(BELT)	PATIENT ROOM TOILETS A-31 A-33 A-35
EF-15 COOK 135 ACEB GREENHECK GB-100	(BELT)	PATIENT ROOM TOILETS A-52 A-54 A-56 A-58 A-60

EF-16 COOK 120 ACEB GREENHECK 12-BISW-21 (BELT)	PATIENT ROOM TOILETS A-62 A-64 A-66
EF-17 COOK 90C15DM GREENHECK G-095-G (DIRECT)	APPARATUS ROOM A-72
EF 18 COOK 90C15DM GREENHECK G-095-E (DIRECT)	DAY ROOM TOILETS
SF-1 COOK 120 CPS GREENHECK 12-BISW-21 (BELT)	HEATER ROOM A-109

DIETARY DEPARTMENT

SERIAL NO. CXA 006343 REFRIGERATORS AND FREEZERS

True refrigeration	MODEL NO. T-72F-HC	SERIAL NO. 9669613
True refrigeration	MODEL NO. T-72F	SERIAL NO. 8680424
Centaur plus	MODEL NO. CSD-2DR-BAL-E	SERIAL NO. 1310CENH02681
Hoshizaki	MODEL NO. CR2S-FS	SERIAL NO. H56646B

ICE MACHINE

Scotsman	MODEL NO. HID525A-1A	SERIAL NO. 18111320014985
Manitowoc	MODEL NO. RNS20AT-161	SERIAL NO. 11101386204
Manitowoc	MODEL NO. RNS12A-161	SERIAL NO. 11013971117

AIR CONDITIONER (KITCHEN)

Fujitsu	MODEL NO. ASU36CLX1	SERIAL NO. HBA 013643
Fujitsu	MODEL NO. ABU36RSLX	SERIAL NO. CXA 006343

AIR CONDITIONER (Business office)

SANYO	MODEL NO. CO971	SERIAL NO. 00117361
SANYO	MODEL NO. C1271	SERIAL NO. 0302664
DAIKIN	MODEL NO. RXS12DVJU	SERIAL NO. E00270

6.00 WARRANTY DOCUMENTATION

6.01 For all work performed under this Agreement that involves a manufacturer supplying a warranty for its equipment, the CONTRACTOR shall provide written warranty documentation to the Hospital which shall consist of, but not be limited to, manufacturer's warranty information, period of warranty, installation date, and equipment's make, model and location.

7.00 NEW EQUIPMENT / EQUIPMENT UNDER WARRANTY

7.01 If the CONTRACTOR submits a proposal, the CONTRACTOR shall certify the hourly rates and any mark up, profit, etc. shall not exceed what HHSC currently is paying under this Agreement.

7.02 This is not an exclusive agreement for the CONTRACTOR to provide air conditioning maintenance services to the facilities. Each of the facilities has the option to select a contractor whose services best serve its maintenance requirements.

8.00 REPAIR WORK (OUTSIDE OF MAINTENANCE AGREEMENT)

8.01 From time to time, the Technical Representative may ask the CONTRACTOR to provide a written quotation for unscheduled repair work which falls outside of the maintenance services described herein. If the Technical Representative elects to proceed with the work, he will provide the Contractor written authorization to proceed. After the work is successfully completed, CONTRACTOR is required to attach copies of the written quotation and the Technical Representative's written authorization to the invoice when submitting the invoice for payment.

8.02 If the CONTRACTOR submits a quotation, the CONTRACTOR shall certify the hourly rates and any mark up, profit, etc. shall not exceed what HHSC currently is paying under this Agreement.

8.03 All repair work authorized under this Section 8.00 shall be bound by the Agreement's General and Special Conditions.

8.04 This is not an exclusive agreement for the CONTRACTOR to provide air conditioning repair services to the facilities. Each of the facilities has the option to select a contractor whose repair services best fit its needs.

9.00 EQUIPMENT LISTING

9.01 The following is a listing of air conditioning and related equipment to be serviced under this Agreement, for Hale Ho'ola Hamakua. The equipment listing for Kau is noted above. The CONTRACTOR is responsible to verify this equipment list when it performs its site survey.

9.02 Hale Ho'ola Hamakua – Main Building

<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Model or Type</u>
2 each – Air Handler	Williams	AH-6000 AH-5000
61 each – Fan Coil Units	Williams	
34 each – Exhaust Fan	Greenheck	
2 each – Supply Fans	Greenheck	BSQ-420/15-20
3 each – Chilled Water Pump	Aurora	341-3 15 HP
2 each – Air Cooled Condenser	Carrier	
2 each – Reciprocating Chiller	Carrier	
4 each – Heat Reclaim Unit		
1 each – Reheat Coil	Carrier	391B03AA-AT-AKP-17
2 each – Vacuum Pump		
1 each – Air Curtain		
3 each – Air Cooled Condensers		RVXVHT140GA
3 each – Fan Coil Units		AVXDHH112EA
4 each – Fan Coil Units #CU-4 through 7		AVXC4H071EA
15 each – Fan Coil Units # CU-8 through 22		AVXC1H036EA
20 each – Exhaust Fans		

9.03 Hale Ho'ola Hamakua – Hamakua Health Center

<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Model or Type</u>
1 each – Air Cooled Pkg Chiller	Dunham Bush	
2 each – Air Handler	Williams	
1 each – Chill Pump	Aurora	341-1-1/2 3 HP
4 each – Fan Coil Unit	Williams	
5 each – Exhaust Fan	Greenheck	

9.04 Hale Ho'ola Hamakua – Kitchen and Other Areas

<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Model or Type</u>
1 each – Walk In Freezer	Econ O Cold	
2 each – Walk In Chill Boxes	Econ O Cold	
1 each – Morgue Reefer	Jewett	
3 each – Refrigerator Reach In	Translen	
1ea. Ice maker Manuf. Scotman		
3ea. Ice Maker/ Water Dispensers	Manitowac/Scotman	

9.15 Ka'u Hospital

10.00 DAMPER LISTING

10.01 The following is a listing of dampers to be serviced under this Agreement, sorted by Facility location. The CONTRACTOR is responsible to verify this equipment list when they perform their site survey.

10.03 Hale Ho'ola Hamakua

<u>Quad</u>	<u>No.</u>	<u>Location</u>
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No list is available. The CONTRACTOR is to work with the Facility to identify the damper locations.

11.00 FILTER/BELT LISTING

11.01 The following is a listing of consumables (filters, belts, etc.) to be replaced under this Agreement, sorted by Facility location. The CONTRACTOR is responsible to verify these consumables when they perform their site survey.

11.07 Hale Ho'ola Hamakua

<u>Equipment</u>	<u>Quantity/Filter Size</u>	<u>Quantity/Belt Size</u>
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No list is available. The CONTRACTOR is to work with the Facility to identify the location, quantities, and sizes of the filters and/or belts.

11.08 Ka'u Hospital

<u>Equipment</u>	<u>Quantity/Filter Size</u>	<u>Quantity/Belt Size</u>
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No list is available. The CONTRACTOR is to work with the Facility to identify the location, quantities, and sizes of the filters and/or belts. Furthermore, there are a number of exhaust fans that are not operational. Facility only wants operational fans serviced under this solicitation.

SECTION 3 **PROPOSALS**

3.1 PROPOSAL PREPARATION

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

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

- 3.1.1 The information identified below in Section 3.5;
- 3.1.2 The pricing information identified below in Section 4.0;
- 3.1.3 Offer/Acceptance Page (Page 2);
- 3.1.4 Proposal Transmittal Cover Sheet, Appendix A;
- 3.1.5 Acceptance (or Notifications of Clarifications) Document, Appendix B;
- 3.1.6 Proposal Submission Checklist, Appendix D;
- 3.1.7 Standards of Conduct Declaration, Appendix E; and

The original of the following documents:

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

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

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

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

3.2 DISQUALIFICATION OF PROPOSALS

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

3.3 ELECTRONIC DOCUMENTS

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

modifications are identified, the original document issued by HHSC shall take precedence.

3.4 SUBMISSION OF PROPOSALS

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

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

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

“Proposal Submitted in Response to: RFP # HHSC 21-0277”

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

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

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

3.5 PROPOSAL INFORMATION

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

Each Offeror is to submit its proposal with the required number of copies in the format as contained in this RFP. The material should be in sequence and related to the RFP.

HHSC will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

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

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

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

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

The qualifications of the key on-site personnel proposed by the Offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the experience, technical expertise and qualifications for each key on-site personnel proposed. Offeror should provide the names and titles for all proposed key on-site personnel; clerical staff are not considered key personnel.

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

3.5.2 Proposed Method of Approach:

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

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are

fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3.5.3 Cost:

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

3.5.4 Additional Information:

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

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

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

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

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

3.7.2 If an Offeror includes in its proposal exceptions that are not covered by Section 3.7.1 above and that are not approved in writing by the Contract Manager, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

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

3.8 OFFEROR'S RESPONSIBILITY

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

3.9 DISCUSSIONS (Optional)

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

3.10 NON-ACCEPTANCE OF "SCOPE OF SERVICES" REQUIREMENTS

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

Vendor: _____

SECTION 4
PRICING SCHEDULE & COMPENSATION

4.0 PRICING SCHEDULE

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

YEAR 1 (March 1, 2021 – February 28, 2022)

Facility	Monthly Fee	Months (x)	Extended
Hale Ho'ola Hamakua	\$ _____	12	\$ _____
Ka'u Hospital	\$ _____	12	\$ _____

YEAR 2 (March 1, 2022 – February 28, 2023)

Facility	Monthly Fee	Months (x)	Extended
Hale Ho'ola Hamakua	\$ _____	12	\$ _____
Ka'u Hospital	\$ _____	12	\$ _____

YEAR 3 (March 1, 2023-February 28, 2024)

Facility	Monthly Fee	Months (x)	Extended
Hale Ho'ola Hamakua	\$ _____	12	\$ _____
Ka'u Hospital	\$ _____	12	\$ _____

Total Proposal Amount (Years 1, 2 & 3) \$ _____

Vendor: _____

Repair Work – Outside of Maintenance Agreement For all facilities including Hilo Medical Center

Hourly Labor Rate \$ _____

Percentage Discount off Contractor's List Price
for Parts and Supplies _____

Overhead Markup for purchased Material _____

4.1 COMPENSATION

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

- 4.1.1 HHSC shall pay CONTRACTOR the hourly rate as designated by the Pricing Schedule submitted with the Offer, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be included in the invoice for services:
- a. the date(s) of the service(s) performed;
 - b. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
 - c. the dollar amount of work completed and outstanding;
 - d. signed and dated by the Offeror's delegated signatory.
- 4.1.2 The CONTRACTOR'S invoice is due by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due FORTY-FIVE (45) days after receipt of CONTRACTOR'S invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.

SECTION 5 EVALUATION

5.1 INTRODUCTION

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

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

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

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

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

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

Proposal "**Mandatory Requirements**":

- Signed Offer/Acceptance Page (Page 2)
- Proposal Transmittal Cover Sheet (Appendix A)
- Acceptance (or Notification of Clarifications) document (Appendix B)
- Proposal in response to Solicitation
- Pricing Schedule & Compensation (Section 4)
- Proposal Submission Checklist
- Standards of Conduct Declaration (Appendix E)
- Certificate of Good Standing (Appendix F)
- Certificate of Compliance (DLIR) (Appendix F)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

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

5.2.3 PHASE 3--COST PROPOSAL EVALUATION

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

5.2.4 PHASE 4--BEST AND FINAL OFFERS (OPTIONAL)

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

5.2.5 PHASE 5--RECOMMENDATION FOR CONTRACT AWARD

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

5.3 EVALUATION CATEGORIES AND VALUE

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Experience and Expertise of the Firm & Key On-Site Personnel.....	40%
Proposed Method of Approach.....	30%
Cost Proposal.....	<u>30%</u>
Total.....	100%

5.4 EVALUATION SCORING SYSTEM

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

The evaluation categories are assigned a value, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category based on the total number of points available shown as the percent of weighted value. A group score will be determined by

the Evaluation Committee for each category and these will be added to determine the total score for each Offeror.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest costs will receive the highest available rating allocated to costs (and will thus receive a score of 30 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The formula for determining the points for all except the lowest cost proposal is as follows:

[Lowest price x 30 points (the maximum available)] / price in Offeror's proposal = Offeror's points.]

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

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

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

6.2 CONTRACT AWARD NOTIFICATION

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

6.3 CONTRACT DOCUMENT

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

6.4 GENERAL AND SPECIAL CONDITIONS

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

Additionally, Offerors will need to obtain the following documents:

6.5 CERTIFICATIONS:

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

6.5.1 CERTIFICATE OF COMPLIANCE

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

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

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

6.5.2 CERTIFICATE OF GOOD STANDING

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

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

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

6.5.3 HAWAII COMPLIANCE EXPRESS

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

PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC 21-0277

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

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

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

Federal Tax Identification No.: _____

Offeror's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____ Facsimile No.: _____

Certification

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

Authorized signature

Printed name

Title

Date

ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

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

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

Signature: _____

Title: _____

Or

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

(Please attach additional pages, as required)

HAWAII HEALTH SERVICES CORPORATION GENERAL CONDITIONS
(PURCHASE OF GOODS AND SERVICES - NON-HEALTHCARE SERVICE PROVIDERS)
(FOR NON-HRS 103D AGREEMENTS)

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1. **COORDINATION OF SERVICES BY HHSC.** The "head of the purchasing agency" (through the Technical Representative(s) or other designee as specified in the Agreement) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in this Agreement. The CONTRACTOR shall maintain communication with the head of the purchasing agency through the Technical Representative(s) or other designee at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any HHSC region or facility which is authorized to enter into contracts for the procurement of goods and services. The term "HHSC" refers to HHSC and the region or facility entering into this Agreement. The term, "CONTRACTOR" includes all employees, agents, subcontractors, and other entities and persons utilized by the CONTRACTOR to fulfill the obligations of this Agreement. It will be the responsibility of CONTRACTOR to ensure that those other persons and entities follow the terms of this Agreement.

2. **RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES.**

- a. In the performance of services required under this Agreement, the CONTRACTOR is an independent contractor, with the authority and responsibility to control and direct the performance and details of the work and services required under this agreement; however, HHSC shall have a general right to inspect work in progress to determine whether, in HHSC's opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that HHSC does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to provide services to other individuals or entities.
- b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of HHSC for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from HHSC any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to HHSC employees.
- c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR's performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this

Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

- d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes and (iii) general excise taxes. Unless provided otherwise by agreement between the parties, the CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
- e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, HRS, and shall comply with all requirements thereof.
- f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs and other liabilities associated with securing the insurance coverage.

3. **PERSONNEL REQUIREMENTS.**

- a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.
- b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied. Where the facility is Joint Commission accredited, CONTRACTOR agrees to meet all applicable Joint Commission standards.

4. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.**

CONTRACTOR affirmatively states 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 statements are true and to immediately cancel this Agreement in the event they are not true.

5. **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 applicable federal, state, or county law or regulation.
6. **CONFLICTS OF INTEREST.** The CONTRACTOR represents that neither the CONTRACTOR, nor any employees or agents of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.
7. **SUBCONTRACTS AND ASSIGNMENTS: CHANGE OF NAME.**
 - a. **No assignment without consent.** The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless the CONTRACTOR obtains the prior written consent of HHSC. Additionally, no such assignment or subcontract shall be effective unless the contractor assignee or subcontractor obtains a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9 HRS.
 - b. **Recognition of a successor in interest.** When in the best interests of HHSC, a successor in interest may be recognized in an assignment agreement in which HHSC, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against HHSC; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - c. **Change of name.** When the CONTRACTOR asks to change the name under which it holds this Agreement with HHSC, the contract officer of the purchasing agency shall, upon receipt of a document acceptable or satisfactory to said officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR'S name

shall specifically indicate that no other terms or conditions of this Agreement are thereby changed.

8. **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.
9. **LIQUIDATED DAMAGES.** When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 11 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to HHSC the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) HHSC reasonably obtains similar goods or services, or both, if the contract is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the contract is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 11.d (Excuse for Nonperformance or Delayed Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay. This paragraph is of no force and effect unless the amount of liquidated damages is specified in the Agreement.
10. **SUSPENSION OF AGREEMENT.** HHSC reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. **Order to stop performance.** The head of the purchasing agency may, by written order to the CONTRACTOR at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period of time not exceeding sixty (60) days unless the parties agree to a different period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order the CONTRACTOR shall forthwith comply with its terms

and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any other period to which the parties shall have agreed, the head of the purchasing agency shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery or performance schedule or contract price, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement and
- (2) The CONTRACTOR asserts a claim for such adjustment within thirty (30) days after the end of the period of performance stoppage provided that if the head of the purchasing agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provisions of this Agreement.

11. TERMINATION FOR DEFAULT.

a. 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 in this Agreement, or any extension thereof, or otherwise fails to timely satisfy the Agreement provisions, or commits any

other substantial breach of this Agreement, the head of the purchasing agency may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the head of the purchasing agency, such officer 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. In the event of termination in whole or in part the head of the purchasing agency may procure similar goods or services in a manner and upon the terms deemed appropriate. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods and services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Agreement and subject to any directions from the head of the purchasing agency, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the State of Hawaii or HHSC has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by HHSC shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the head of the purchasing agency. If the parties fail to agree, the head of the purchasing agency shall set an amount. HHSC may withhold from amounts due the CONTRACTOR such sums as the head of the purchasing agency deems to be necessary to protect HHSC against loss because of outstanding liens or claims and to reimburse HHSC for the excess costs expected to be incurred by HHSC in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and failure arises out of causes such as: acts of God; acts of a Public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those

set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the head of the purchasing agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of HHSC under this Agreement. As used in this paragraph the term "subcontractor" means subcontractor at any tier.

- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 11.d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 12.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

12. TERMINATION FOR CONVENIENCE BY HHSC.

- a. Termination for convenience of goods and services agreements. The head of the purchasing agency may, when the interests of HHSC so require, terminate this Agreement in whole or in part, for the convenience of HHSC. HHSC shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when such termination becomes effective. HHSC shall exercise its rights under this paragraph in good faith and only when circumstances subsequent to the signing of this Agreement are changed to the extent that continuation of the Agreement is not in the best interest of HHSC. Such termination shall not be arbitrary or capricious.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall mitigate the cost of termination and incur no further obligations in connection with the terminated performance. The CONTRACTOR will stop performance to the extent specified on the date(s) set in the notice of termination. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall

settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The head of the purchasing agency may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to HHSC. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The head of the purchasing agency may require the CONTRACTOR to transfer title and deliver to HHSC in the manner and to the extent directed by the head of the purchasing agency:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement; and
 - (3) The CONTRACTOR shall, upon direction of the head of the purchasing agency, protect and preserve property in the possession of the CONTRACTOR in which HHSC has an interest. If the head of the purchasing agency does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that HHSC has breached the Agreement by exercise of the termination for convenience provision.
- d. Compensation. The CONTRACTOR may submit a termination claim specifying the unavoidable costs incurred because of the termination for convenience. This claim is in addition to any claim for payment for goods or services already performed prior to the termination. The head of the purchasing agency shall review the termination claim and respond to the CONTRACTOR with written objections or full payment within 60 days, provided that the claim is substantiated with invoice documentation. The amount paid for a termination claim shall be determined by the head of the purchasing agency but in no event shall exceed the amount remaining on the contract.

- ## **13. CHANGE ORDERS TO GOODS AND SERVICES AGREEMENTS.**
- A change order is a written order signed by the head of the purchasing agency, directing the CONTRACTOR to make changes which the below "change clause" authorizes the head of the purchasing agency to order without the consent of the CONTRACTOR.

a. Change clause. By written order, at any time, and without notice to any surety, the head of the purchasing agency may, unilaterally, order:

- (1) Changes in the work within the scope of the Agreement; and
- (2) Changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement.

b. Adjustment of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, as negotiated. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the head of the purchasing agency promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as HHSC deems reasonable. The right of the CONTRACTOR to dispute the Agreement price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established in the Agreement or in these rules.

c. Time period of claim. Within ten (10) days after receipt of a written change order, unless the period is extended by the head of the purchasing agency in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.

d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this Agreement.

e. Claims not barred. In the absence of a change order, nothing in the clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Agreement or for breach of contract.

14. MODIFICATIONS OF AGREEMENT.

a. In writing. Any modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be made by written amendment to this Agreement signed by the CONTRACTOR and HHSC. Change orders shall be made in accordance with paragraph 13 herein. Notice to any surety is not required.

b. No oral modification. No oral modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be permitted or acknowledged.

c. Adjustment of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined, where applicable, in accordance with the terms of this Agreement or as negotiated.

d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Agreement and the claims are not made prior to final payment under this Agreement.

e. Claims not barred. In the absence of a written modification to the Agreement, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Agreement or for breach of contract.

15. VARIATION IN QUANTITY FOR DEFINITE QUANTITY AGREEMENTS.

Upon the agreement of HHSC and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in the Agreement, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the head of the purchasing agency makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another agreement.

16. CLAIMS BASED ON THE HEAD OF THE PURCHASING AGENCY'S ACTIONS OR OMISSIONS.

a. Change in scope. If any action or omission on the part of the head of the purchasing agency (which term includes the designee of such officer) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of proper officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages or extension of time for completion, provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the head of the purchasing agency:

-
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission; or
 - (B) Written thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the head of the purchasing agency in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages or an extension of time. The head of the purchasing agency, upon receipt of such a notice, may rescind such action, remedy such omission or take such other steps as may be deemed advisable.
- (3) Basis must be explained. The notice required by this paragraph must describe as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the head of the purchasing agency within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to HHSC, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however shall excuse the CONTRACTOR from compliance with any rules or laws precluding collusion or bad faith in causing the issuance of or performing change orders which are clearly not within the scope of the Agreement.
- 17. COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to the following guidelines, unless otherwise stated in the Agreement:
- a. Reimbursement for air transportation shall be for 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.
- 18. PAYMENT PROCEDURES.**
- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the CONTRACTOR according to the Agreement.
 - b. Payment only for work under contract. HHSC is not responsible to pay for work performed by CONTRACTOR or its subcontractors that is not in this Agreement and any amendments or change orders thereto. All CONTRACTORS must follow paragraph 14, Modifications of Agreement or paragraph 13, Change Orders to Goods and Services Agreements and must have proper authorization before performing work outside the original 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.
 - c. Penalty. The procurement officer or the CONTRACTOR, as applicable, will be subject to a penalty of one and one-half per cent per month

upon outstanding amounts due that were not timely paid by the responsible party under the following conditions. Where a subcontractor has provided evidence to the CONTRACTOR of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in paragraph (d), and:

- (1) Has provided to the CONTRACTOR an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the State, as provided in Section 103-32.1, HRS; or
- (2) The following has occurred:
 - (A) A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to CONTRACTOR and the surety, as provided for in Section 103D-324, HRS (reference of HRS 103D-324 provision does not intend to imply that this contract is governed by that chapter or the implementing rules and regulations); and
 - (B) The subcontractor has provided to the CONTRACTOR, an acceptable release of retainage bond, executed by a surety company authorized to do business in the State, in an amount of not more than two times the amount being retained or withheld by the CONTRACTOR; any other bond acceptable to the CONTRACTOR; or any other form of mutually acceptable collateral, then, all sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the procurement officer to the CONTRACTOR and subsequently, upon receipt from the procurement officer, by the CONTRACTOR to the subcontractor within the applicable time periods specified in paragraph (b) and Section 103-10, HRS. The penalty may be withheld from future payment due to the CONTRACTOR, if the CONTRACTOR was the responsible party. If a CONTRACTOR has violated paragraph (2) three or more times within two years of the first violation, the contractor shall be referred by the procurement officer to the contractor's

license board for action under Section 444-17(14), HRS.

- d. A properly documented final payment request from a subcontractor, as required by paragraph (c), shall include:
 - (1) Substantiation of the amounts requested;
 - (2) A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:
 - (A) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
 - (B) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and
 - (C) The payment request does not include any amount that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and
 - (3) The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

The procurement officer shall return any final payment request that is defective to the CONTRACTOR within seven days after receipt, with a statement identifying the defect.

- d. This section shall not be construed to impair the right of a CONTRACTOR or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under paragraph (c); provided that any such payments withheld shall be withheld by the procurement officer.

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 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. 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). 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 and contractors 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.

22. 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 (www.hhsc.org/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.

23. PUBLICITY. The CONTRACTOR shall not refer to the HHSC or any office, agency, or officer thereof, or any HHSC employee, including the head of the purchasing agency, the Agency procurement officer, the HHSC Board of Directors, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR without the explicit written consent of HHSC. All media contacts with the CONTRACTOR about the subject matter of this Agreement shall be referred to the head of the purchasing agency.

24. OWNERSHIP RIGHTS AND COPYRIGHT. HHSC shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement and all such material shall be considered "works for hire." All such materials shall be delivered to HHSC upon expiration or termination of this Agreement. HHSC, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement.

25. INSURANCE. During the term of this Agreement, CONTRACTOR shall maintain at all times or cause to be maintained general and professional liability insurance coverage for CONTRACTOR and its employees rendering services to HHSC under this Agreement. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by HHSC, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate, or such greater amount as may be required from time to time by HHSC. HHSC shall receive not less than thirty (30) days notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from HHSC. HHSC shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, CONTRACTOR shall provide HHSC with a certificate of insurance. Thereafter, prior to the expiration of each policy period, the CONTRACTOR shall provide HHSC with certificates of insurance evidencing the foregoing coverage and provisions. HHSC reserves the right to request a certified copy of the policies. CONTRACTOR shall also carry workers' compensation insurance for CONTRACTOR'S employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this

Agreement and HHSC shall thereafter have the option of pursuing remedies for such breach and/or immediate termination of this Agreement.

26. LIENS AND WARRANTIES.

- a. Liens. All products provided under this Agreement shall be free of all liens and encumbrances.
- b. Warranties for products and services. In the event this Agreement is for the provision of products (goods or equipment), CONTRACTOR warrants that it has all rights, title and interest in and to all products sold, leased or licensed to HHSC. CONTRACTOR also warrants that the products shall substantially conform to all descriptions, specifications, statements of work and representations set forth in the Agreement, schedules, publications of CONTRACTOR and/or any order(s), and will be free from defects in materials, performance, workmanship and design. CONTRACTOR further warrants that it will perform any services required with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC. The Warranty period shall commence after Acceptance, as defined in this Agreement. Any specific warranty periods shall be as set forth in the proposals, schedules, orders or Special Conditions pertaining to this Agreement but in any event such warranty period shall not be less than one (1) year.

27. ACCESS TO BOOKS AND RECORDS AND AUDIT BY HHSC.

If the value or cost of Services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) 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 request, 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 subcontract shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 26.a, above.
- c. The availability of CONTRACTORS' books, documents and records shall be subject to all applicable legal requirements, including such criteria and procedures for obtaining access that may be promulgated by the Secretary. The

provisions of paragraph 26.a and 26.b shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.

- d. HHSC may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to this Agreement. HHSC may utilize third-party agents to conduct an audit and/or analysis of CONTRACTOR's records related to quotes, proposals, orders, invoices, sales reports, expenses charged to HHSC, sales reports, and discounts related to this Agreement and or proposed amendment to this Agreement. Any such agents will be bound by the same confidentiality clauses as stated in this Agreement.

28. ANTITRUST CLAIMS.

The HHSC and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to HHSC any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the HHSC under an escalation clause.

29. 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.

30. 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.

31. 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. Other laws which may be applicable to contractors include, but are not limited to: HRS Chapters 383, 386, 387, and 393. It shall be the responsibility of the CONTRACTOR to determine applicability and comply with the law.

32. 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) 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.

- 33. 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.
- 34. ENTIRE AGREEMENT.** This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the HHSC and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the HHSC and the CONTRACTOR other than as set forth or as referred to herein.
- 35. 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.
- 36. SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or non-enforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
- 37. WAIVER.** The failure of HHSC to insist upon strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of HHSC's right to enforce the same in accordance with this Agreement.

The fact that HHSC specifically refers to one provision of the law, and does not include other provisions shall not constitute a waiver or relinquishment of HHSC's rights or the CONTRACTOR's obligations under the law.

- 38. 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.
- 39. OBSOLETE PARTS/LONG TERM PARTS AVAILABILITY (Goods and Equipment Agreements Only).** CONTRACTOR shall timely report on the status of end of life (EOL) hardware that has been procured for the purchased or leased product. EOL hardware includes the following: electronic components/piece parts and mechanical hardware. CONTRACTOR shall provide advanced notification in writing to the Technical Representative of any changes to tooling, facilities, materials, availability of parts, or processes that could affect the contracted product. This includes but is not limited to fabrication, assembly, handling, inspection, acceptance, testing, facility relocation, or introduction of a new manufacturer. CONTRACTOR shall notify the HHSC Technical Representative of any pending or contemplated future action to discontinue articles purchased or replacement parts for the articles purchased pursuant to this Agreement and shall work with HHSC to determine the need to stockpile any parts for the likely life of the product and offer those parts to HHSC prior to the actual discontinuance. CONTRACTOR shall extend opportunities to HHSC to place last time buys of such articles with deliveries not to exceed twelve months after the last time buy date.
- 40. DISPUTES.** Prior to resorting to any remedies allowed by law, disputes between the CONTRACTOR and HHSC arising out of this Agreement shall first be addressed in a telephonic or in-person meeting between the HHSC Technical Representative or designee and the CONTRACTOR'S representative. If the issue is not resolved to the mutual satisfaction of the Parties, a HHSC Regional CFO shall hold a telephonic or in-person meeting with the manager of the CONTRACTOR'S representative. Both Parties shall discuss and attempt to resolve the issues in good faith.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the following:

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

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- 5.0 Time of Performance:** The Agreement’s Time of Performance is three (3) year from the Effective Date. The Agreement may be extended for two (2) periods of one (1) year each upon completion of a written supplemental agreement signed by both parties.
- 6.0 Not-To-Exceed Amount:** The total sum of money that HHSC is administratively authorized to expend under this Agreement including all applicable taxes and expenses incurred, is To be Determined
- 7.0 Technical Representative:** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the Offeror’s performance; and approving completed work/services with verification of same for the Offeror’s invoices. The Technical Representative also serves as the point of contact for the Offeror for “Technical” matters (non-contractual) from award to contract completion. The Technical Representative is:
- Merilyn Harris , Administrator Kau
Denise Mackey Administrator HHH
James Paapke Facility Manager
Email – mharris@hhsc.org Kau questions
dmackey@hhsc.org HHH questions
jpaapke@hhsc.org for HMC questions
- 8.0 Notice of Debarment, or Suspension:** The CONTRACTOR must provide written notice to Hilo Medical Center’s Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contracting Officer may, upon receipt of such written notice, immediately terminate this Agreement if the Contracting Officer or HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 9.0 Anti-Kickback/Stark Law:** The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.
- 10.0 EXEMPTION FROM HAWAII REVISED STATUTES CHAPTER 103D:** HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where it is our intent to incorporate some of the language of the referenced statute or rules as a matter of policy.

PROPOSAL SUBMISSION CHECKLIST

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

_____	_____	Proposal Received “On-Time”
_____	_____	One Original & One Electronic Copy of the Proposal
_____	_____	Offer/Acceptance Page (Page 2)
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Background, Qualifications and Experience
_____	_____	Key On-Site Personnel and Staffing
_____	_____	Method of Approach to the Scope of Services
_____	_____	Cost Proposal
_____	_____	Pricing Schedule (Section 4)
_____	_____	Acceptance (or Notification of Clarifications) Document (Appendix B)
_____	_____	Proposal Submission Checklist (Appendix D)
_____	_____	Standards of Conduct Declaration (Appendix E)
_____	_____	Certificate of Good Standing (Appendix F)
_____	_____	Certificate of Compliance (DLIR) (Appendix F)
_____	_____	Proprietary Documents Request
_____	_____	Others (List)

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

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

OFFEROR

By: _____
Title: _____
Date: _____

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

Instructions for Hawaii Compliance Express

Hawaii Compliance Express (HCE)

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

<http://vendors.ehawaii.gov>

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT
HHSC 21-0277