**REQUEST FOR PROPOSALS**

(COMPETITIVE SEALED PROPOSALS)

Staffing Agency Services

RFP No: 25-0025

HHSC 25-0025

for

Hawaii Health Systems Corporation   
West Hawaii Region  
 Kona Community Hospital and Kohala Hospital

79-1019 Haukapila Street

Kealakekua, HI 96750

Telephone (808) 322-9311

Fax (808) 322-4488

http://www.kch.hhsc.org/Procurement/default.aspx

An Agency of the State of Hawaii

**TABLE OF CONTENTS**

SECTION 1 ADMINISTRATION - 1 -

1.0 INTRODUCTION - 1 -

1.1 RFP TIMETABLE - 2 -

1.2 AUTHORITY - 3 -

1.2.1 RFP ORGANIZATION - 3 -

1.3 REGIONAL CHIEF EXECUTIVE OFFICER (RCEO) - 3 -

1.4 DESIGNATED OFFICIALS - 3 -

1.4.1 ISSUING OFFICER - 4 -

1.5 HHSC ORGANIZATIONAL INFORMATION - 4 -

1.5.1 CHARTER - 4 -

1.5.2 STRUCTURE AND SERVICES - 4 -

1.5.3 MISSION - 5 -

1.6 FACILITY INFORMATION - 5 -

1.7 SUBMISSION OF QUESTIONS - 5 -

1.8 SOLICITATION REVIEW - 6 -

1.9 RFP AMENDMENTS - 6 -

1.10 CANCELLATION OF RFP - 6 -

1.11 GRIEVANCE - 6 -

SECTION 2 SCOPE OF SERVICES - 8 -

2.0 OVERVIEW - 8 -

SECTION 3 PROPOSALS - 9 -

3.0 INTRODUCTION - 9 -

3.1 PROPOSAL PREPARATION - 9 -

3.1.1 MANDATORY PROPOSAL TABS - 9 -

3.2 COSTS FOR PROPOSAL PREPARATION - 10 -

3.3 DISQUALIFICATION OF PROPOSALS - 10 -

3.4 SUBMISSION OF PROPOSALS - 10 -

3.5 PROPOSAL TRANSMITTAL COVER LETTER - 11 -

3.6 PUBLIC INSPECTION - 11 -

3.7 TECHNICAL SECTION - 11 -

3.7.1 TECHNICAL SUMMARY - 12 -

3.7.2 REQUIRED DOCUMENTATION - 12 -

3.7.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE - 12 -

3.7.4 PERSONNEL ORGANIZATION AND STAFFING - 13 -

3.7.5 PROJECT MANAGEMENT AND CONTROL - 13 -

3.8 PROPOSAL - 14 -

3.8.1 PRICE - 14 -

3.8.2 REQUIREMENTS - 14 -

3.9 PROPOSAL SUBMISSION CHECKLIST - 14 -

SECTION 4 EVALUATIONS - 15 -

4.0 INTRODUCTION - 15 -

4.1 PROPOSAL EVALUATION COMMITTEE - 15 -

4.2 EVALUATION PHASES - 15 -

4.2.1 PHASE 1 EVALUATION OF MANDATORY REQUIREMENTS - 15 -

4.2.2 PHASE 2 TECHNICAL AND VALUE SECTIONS EVALUATION - 15 -

4.2.3 PHASE 3 DETERMINATION OF SHORT-LISTED OFFERORs (OPTIONAL) - 16 -

4.2.4 PHASE 4 PROPOSAL DISCUSSIONS WITH SHORT-LISTED OFFERORs (OPTIONAL) - 16 -

4.2.5 PHASE 5 BEST AND FINAL OFFERS (OPTIONAL) - 16 -

4.2.6 PHASE 6 RECOMMENDATION FOR CONTRACT AWARD - 16 -

4.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES - 17 -

4.4 EVALUATION SCORING SYSTEM - 17 -

SECTION 5 AWARD OF CONTRACT - 18 -

5.0 AWARD OF CONTRACT - 18 -

5.1 CONTRACT AWARD NOTIFICATION - 18 -

5.2 CONTRACT AWARD DEBRIEFING - 18 -

5.2.1 CONTRACT DOCUMENT - 18 -

5.2.2 GENERAL EXCISE/USE TAX - 18 -

5.3 CONTRACT EXECUTION - 19 -

5.4 CONTRACT COMMENCEMENT DATE - 19 -

Table of Figures

[Figure 1. Procurement Schedule - 2 -](#_Toc375825330)

[Figure 2. RCEO – Regional Chief Executive Officer - 3 -](#_Toc375825331)

[Figure 3. Issuing Officer - 4 -](#_Toc375825332)

[Figure 4. Contact for Relevant Questions - 6 -](#_Toc375825333)

[Figure 5. Website for all Procurement Activities - 7 -](#_Toc375825334)

[Figure 6. Mandatory Proposal Tabs - 9 -](#_Toc375825335)

[Figure 7. Mandatory Proposal Item Identification - 10 -](#_Toc375825336)

[Figure 8. Address for Proposal Submittals - 11 -](#_Toc375825337)

[Figure 9. Mandatory Proposal Package Marking - 11 -](#_Toc375825338)

[Figure 10. Proposal Evaluation Phases - 15 -](#_Toc375825339)

[Figure 11. Evaluation Categories and Value Weight Percentages - 17 -](#_Toc375825340)

List of Appendices

APPENDIX A - Sample Proposal Transmittal Cover Letter

**APPENDIX B -** PROPOSAL SUBMISSION CHECKLIST

APPENDIX C - HAWAII HEALTH SYSTEMS CORPORATION AGREEMENT FOR GOODS OR SERVICES

**ATTACHMENT 1** - **PROJECT PARAMETERS and SCOPE OF SERVICES**

**ATTACHMENT 2- TIME OF PERFORMANCE**

**ATTACHMENT 3- COMPENSATION AND PAYMENT SCHEDULE**

**APPENDIX D- PRICING SUMMARY TEMPLATE**

SECTION 1 ADMINISTRATION

1. INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the **West Hawaii Region**, a division of **Hawaii Health Systems Corporation** (hereinafter “HHSC” or “WHR”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the applicable provisions of Hawaii Revised Statutes (“HRS”) and implementing rules. All procedures and processes will be in accordance with applicable HRS Chapters including, but not limited to, 323F. To the extent this solicitation contains any terms or provisions inconsistent with applicable HRS Chapters and implementing policies, the statutes and the policies will control.

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

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

* 1. RFP TIMETABLE

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Activity** | **Planned Date/Time (Hawaii Time)** |
| 1. | RFP Issuance and Public Announcement | Monday, January 13th |
| 2. | Closing Date for Receipt of Questions | Wednesday, January 15th 5 PM |
| 3. | Addendum for HHSC Response to OFFERORS’ Questions | Monday, January 20th, 5PM |
| 4. | **Closing Date for Receipt of Proposals** | **Friday, January 24th 5PM** |
| 5. | Presentations | January 29th – 31st |
| 6. | Mandatory Requirements Evaluation | Monday, January 27th |
| 7. | Proposal Evaluations | Monday, January 27th – Friday, January 31st |
| 8. | Proposal Discussions (optional) | Monday, February 3rd |
| 9. | Best and Final Offers (optional) | Tuesday, February 4th |
| 10. | Contractor Selection/Award Notification (on/about) | Wednesday, February 5th, 5PM |
| 11. | Contract Execution Period | Feb 6th – Feb 10th |
| 12. | Contract Tentative Award Date | February 24th, 2025 |

Figure Procurement Schedule

* 1. AUTHORITY

This RFP is issued under the provisions of the HRS Chapter 323F, and its administrative rules. All OFFERORs are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any OFFEROR shall constitute admission of such knowledge on the part of such OFFEROR.

* + 1. RFP ORGANIZATION

This RFP is organized into five Sections:

SECTION 1: ADMINISTRATIVE  
Provides information regarding administrative requirements.

SECTION 2: SCOPE OF SERVICES  
Provides a detailed description of goods and/or services to be provided and delineates HHSC and CONTRACTOR responsibilities.

SECTION 3: PROPOSALS  
Describes the required format and content for submission of a proposal.

SECTION 4: EVALUATION  
Describes how proposals will be evaluated and lists the “value weight percentages” of the evaluation categories.

SECTION 5: AWARD OF CONTRACT  
Describes procedures for selection and award of contract.

* 1. REGIONAL CHIEF EXECUTIVE OFFICER (RCEO)

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

The RCEO for this RFP is:

|  |
| --- |
| Clayton R. McGhan, Regional Chief Executive Officer West Hawaii Region Hawaii Health Systems Corporation 79-1019 Haukapila Street Kealakekua, HI 96750 |

Figure RCEO – Regional Chief Executive Officer

* 1. DESIGNATED OFFICIALS

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

* + 1. ISSUING OFFICER

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

|  |
| --- |
| Yvonne S. Taylor, Sr. Contracts Manager West Hawaii Region Email [ytaylor@hhsc.org](mailto:ytaylor@hhsc.org) Direct (808) 322-4442 Fax (808) 322-4488  *facilitated by:*  Dana Evans, Contracts Consultant  Email: [condevans@hhsc.org](mailto:condevans@hhsc.org)  Direct: 210-416-9754 |

Figure Issuing Officer

* 1. HHSC ORGANIZATIONAL INFORMATION
     1. CHARTER

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

* + 1. STRUCTURE AND SERVICES

HHSC oversees the operation of ten public health facilities throughout the Hawaiian Island chain, including Oahu, Kauai and Hawaii. In addition to the twelve HHSC facilities, Hawaii Health Systems Foundation and Alii Community Care are affiliates of HHSC.

HHSC is organized into a corporate office located in Honolulu, Hawaii and four operational regions which are East Hawaii Region, West Hawaii Region (both located on the Big Island of Hawaii), Kauai Region and Oahu Region. HHSC provides a broad range of health care services including acute, long term, rural and ambulatory services. In fiscal year 2020, HHSC’s acute discharges for the four regions were 13,599, which accounted for approximately 12% of all acute discharges in the State of Hawaii. In fiscal year 2020, HHSC’s emergency department visits for the four regions were 80,288, representing approximately 18.3% of all emergency department visits statewide. Specifically for the Big Island, (East Hawaii and West Hawaii Regions) HHSC facilities cared for 73% of all acute care discharges and 84% of all emergency department visits. HHSC is the largest provider of health care services in the Islands, other than on Oahu.

HHSC West Hawaii Region has two hospitals: Kohala Hospital and Kona Community Hospital.

Kona Community Hospital is a 94-bed full-service acute care hospital with 24-hour emergency services, proudly serving the West Hawaii community for over 100 years.  Every year, KCH updates its care to include the newest medical services, allowing KCH to use all of its abilities to serve West Hawaii residents and visitors whenever they are in need. Kona Community Hospital, considers everyone to be O`hana, and as such, KCH strives to be your friend, neighbor, and family in the community.

Kona Community Hospital’s staff includes over 400 highly skilled employees and 100 medical staff practitioners, many of whom have been with KCH for over 20 years. Along with our professional and experienced staff, KCH has many volunteers and affiliates that support KCH. KCH is also one of the largest employers in West Hawaii.

Kona Community Hospital is a private, public benefit health care facility accredited by the Joint Commission on Accreditation of Health Care Organizations.

* + 1. MISSION

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

* 1. FACILITY INFORMATION

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

* 1. SUBMISSION OF QUESTIONS

Relevant questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the “Closing Date for Receipt of Questions”, identified in Figure 1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

**\*\*\*\*\*\*\*\* IMPORTANT \*\*\*\*\*\*\*\***

**OFFEROR may request changes and/or propose alternate language to the attached HHSC General Conditions must be s submitted with your proposal.**

**No requests to change the HHSC General Conditions, change the approved vendor terms or add additional terms will be considered after the proposals have been submitted or during the contracting process.**

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

Responses by HHSC shall be due to the OFFEROR no later than the dates for initial questions and final questions stipulated in Figure 1.

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

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

Send relevant questions to:

|  |
| --- |
| Dana Evans, Contracts Consultant  Email: [condevans@hhsc.org](mailto:condevans@hhsc.org)  Direct: 210-416-9754  *or in Dana’s absence:*  Yvonne S. Taylor, Sr. Contracts Manager West Hawaii Region Email [ytaylor@hhsc.org](mailto:ytaylor@hhsc.org) Direct (808) 322-4442 Fax (808) 322-4488 |

Figure Contact for Relevant Questions

* 1. SOLICITATION REVIEW

OFFEROR should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, including requests to revise the General or Special Conditions, must be made in writing and should be received by the Issuing Officer, Yvonne Taylor, no later than the “Closing Date for Receipt of Questions” as identified in Figure 1. This will allow issuance of any necessary amendments to the RFP.

* 1. RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for the proposal evaluation period. RFP Amendments will be in the form of addenda and posted on the Kona Community Hospital Procurement website.

* 1. CANCELLATION OF RFP

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

* 1. GRIEVANCE

It is the policy of the West Hawaii Region to work cooperatively with all vendors to the end of fair and fiscally sound procurement decisions. In the event a vendor or prospective vendor feels that a procurement decision has been made or is about to be made that is not in accordance with applicable law or policies, the vendor is encouraged to proceed as follows:

Request a debriefing in writing by the Issuing Officer.

If the debriefing does not satisfy the vendor, a meeting may be requested with the Issuing Officer who may invite others to participate as needed.

If the Issuing Officer does not resolve the issue, the vendor may request a meeting with the RCEO. The RCEO is the last recourse for disputes relating to procurement decisions and all decisions made by the RCEO shall be final.

A grievance 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; provided further that the grievance shall not be considered unless it is submitted in writing prior to and not later than the “Closing Date for Receipt of Questions” identified in Figure 1.

Such grievances of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website:

|  |
| --- |
| http://www.kch.hhsc.org/Procurement/ |

Figure Website for all Procurement Activities

SECTION 2 SCOPE OF SERVICES

1. OVERVIEW

Kona Community Hospital has ongoing staffing needs for several positions. We would like to contract with a staffing agency that specializes in hiring for hospitals, and in particular the specific roles we need filled. This would be an ongoing need for us so that we can improve our ability to fill positions quickly as they come up.

The job titles are listed below, and this RFP will include copies of the job descriptions in separate PDF files.

Imaging Techs

Pharmacists

Respiratory Techs

Surgical Techs

Medical Staff Service Coordinators

Social Workers

In your RFP response please tell us your experience recruiting for hospitals and these positions. If you have experience with staffing in the state of Hawaii please include those examples also.

Tell us how you would support us to fill these roles quickly for what our current need is as well as managing our account when positions come available.

Please include all options like traveling staff, work visas, etc.

**Presentations:**

During the Presentations we would like you to discuss your proposal with us. It will be a time to ask additional questions of us, and have a conversation so we can become familiar with your company and staff. Please provide your preference for the following Days and Times for Demos:

60 Minute time slots, January 29th, 30th, 31st. 1:00PM – 4:00PM Hawaii Time (ending at 4PM)

SECTION 3 PROPOSALS

1. INTRODUCTION

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

* 1. PROPOSAL PREPARATION

OFFEROR shall prepare a written proposal in accordance with requirements of this Section.

Proposals shall include all data and information requested to qualify proposals for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of a proposal.

The development of overly elaborate proposals and presentation material, not required and/or related to RFP requirements, is highly discouraged.

MANDATORY PROPOSAL TABS (electronic)

The following tabs must be used in the OFFEROR’s proposal:

|  |  |
| --- | --- |
|  | Mandatory Tabs |
| 1 | PROPOSAL TRANSMITTAL COVER LETTER |
|  |  |
| 2 | TECHNICAL |
|  | SUMMARY |
|  | MANDATORY QUESTIONS |
|  | BACKGROUND, QUALIFICATIONS AND EXPERIENCE |
|  | PERSONNEL ORGANIZATION AND STAFFING |
|  | MANAGEMENT AND CONTROL |
| 3 | PRICE |
|  | OFFER SUMMARY |
|  | OFFER DETAILS |
|  | REQUIREMENTS (SEE SECTION 3.8.2) |
| 4 | COMPLIANCE DOCUMENTS |
|  | W-9 |
|  | STATE OF HAWAII VENDOR COMPLIANCE (print from website) |
|  | GENERAL EXCISE TAX (GET) CERTIFICATE (copy) |
|  | VENDOR REQUESTED CHANGES TO HHSC GENERAL CONDITIONS (IF ANY) |
|  | VENDOR TERMS AND CONDITIONS (IF ANY) |
|  | STATE OF HAWAII VENDOR COMPLIANCE (print from website) |
| 5 | PROPOSAL CHECKLIST |

Figure Mandatory Proposal Tabs

Relevant material should be placed in the appropriate tabbed area (Figure 6). Greyed in areas in the Mandatory Proposal Tabs indicate category titles and the sections contained in the tabs are listed directly below the category title. Inapplicable material or material placed in the incorrect tabbed area may not be evaluated.

* 1. COSTS FOR PROPOSAL PREPARATION

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

* 1. DISQUALIFICATION OF PROPOSALS

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

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

Proof of collusion among OFFERORs, in which case all proposals involved in the collusive action will be rejected.

The OFFEROR’s lack of responsibility and cooperation as shown by past work or services.

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

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

* 1. SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (which includes a technical and a price section). Alternate proposals will not be accepted. The Issuing Officer must receive a copy of the proposal no later than the “Closing Date for Receipt of Proposals”, identified in Figure 1. **Proposals received after this time/date may be rejected.** All items submitted must be clearly labeled, marked or titled with the following information at a minimum:

|  |
| --- |
| RFP # HHSC 25-0025 Your\_Company\_Name Response Package |

Figure Mandatory Proposal Item Identification

Email proposals to the following address:

|  |
| --- |
| Dana Evans, Contracts Consultant  HHSC West Hawaii Region  [condevans@hhsc.org](mailto:condevans@hhsc.org) |

Figure Address for Proposal Submittals

Figure Mandatory Proposal Package Marking- NA

* 1. PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit their proposal with a *transmittal cover letter* (sample is supplied for your use if you choose). The transmittal cover letter must be on the OFFEROR’s official business letterhead; signed by an individual authorized to legally bind the OFFEROR; and minimally include information, as written/requested, on the “sample” letter in APPENDIX A.

* 1. PUBLIC INSPECTION

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and OFFERORs’ proposals shall be open to public inspection after the contract is executed by all parties, subject to the nondisclosure provisions of HRS Chapter 92F.

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

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

* 1. TECHNICAL SECTION

**Any proposal offering a significantly non-compliant Technical Section may be disqualified without further notice.**

*The technical proposal shall include the following categories:*

* + 1. TECHNICAL SUMMARY

Clearly, concisely and briefly summarize and highlight the contents of the technical proposal in such a way to provide HHSC with a broad understanding and the unique, most promising aspects of the proposal. Summary should not exceed 1 page in length.

3.7.2 MANDATORY QUESTIONS (must answer all)

1. Past Experience
   1. Has OFFEROR completed other similar projects in the past 3 years? If yes, provide details of applicable projects.
   2. Has OFFEROR had previous experience working with Healthcare facilities in the past 3 years? If yes, provide details of applicable projects.
2. OFFEROR Assumptions
   1. Provide a realistic project timeline from order award to final acceptance.
   2. In order to execute the project as detailed above, what will the OFFEROR require of HHSC? What are HHSC’s responsibilities?
3. Minimize Performance Risks
   1. What steps does the OFFEROR propose to take to execute the project in a cost-effective, efficient and timely manner?
   2. How familiar is OFFEROR with special requirements for Hospital work? State the concerns applicable to this project and how OFFEROR proposes to minimize risk associated with the concerns.
   3. What potential project risks or issues are anticipated and how will they be addressed in order to minimize risk?
4. Project Management
   1. Briefly define the Project Management Plan which covers how the project will be managed to ensure cost-effective, efficient and timely performance of all project tasks?
   2. Define all components of the project team and state qualifications of project lead and HHSC’s main point of contact.

*The project management capability proposal shall include the following categories:*

3.7.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE

Provide details on the following:

1. Brief description of OFFEROR’s qualifications to perform Scope of Services requirements.
2. Provide explicit details on OFFEROR’s background, qualifications and experience relative to performing requirements set forth in the Scope of Services, including but not limited to:
   1. Background of OFFER’s company “(“Company”), i.e. services offered, size, resources, years in business, location(s), State of Hawaii presence, state of incorporation, etc.
   2. Total number of current clients nationwide, in Hawaii and on Island of Hawaii.
   3. A list of clients in Hawaii with similar needs using similar products and/or services.
3. Provide contact name and telephone number of three (3) references who can discuss Company’s qualifications, experience and performance with regard to performance of the Scope of Services requirements. OFFERORs should inform all reference contacts that HHSC may contact them between the Proposal Evaluation Date and Contractor Selection/Award Notification dates stated in Figure 1.
4. ~~Dun and Bradstreet Self Monitor Report available from (see~~ [~~Obtain DNBi SelfMonitor~~](http://smallbusiness.dnb.com/13723751-1.html?tsalp=options&cm_mmc=Google-_-tsa_pd-_-GO100000000343216s_dAPb_reports-_-GO8653180872&refcd=GO100000000343216s_dAPb_reports&tsacr=GO8653180872&utm_source=google&utm_medium=cpc&utm_campaign=brand&sitelinktext=Loo) ~~– Report costs $39), or~~
5. ~~Letter from company’s financial institution attesting to the company’s current financial viability, or~~
6. ~~Other information which will provide sufficient objective evidence of the company’s current financial viability and allow evaluation of the Pass/No Pass Phase. NOTE: KCH will not contact references during the Pass/No Pass Phase. If Offerors fail to provide some information as evidence of their company’s current financial viability, this may be reason to “No Pass” the offer.~~
   1. ~~If not available or applicable, please explain reason(s) why.~~
7. Identification of litigation currently impacting the Company, if any. State “NONE”, if none.
8. Identification of any fines or violations received in the past 3 years relative to safety and environmental issues. State “NONE”, if none.

3.7.4 PERSONNEL ORGANIZATION AND STAFFING

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

1. Key personnel identified to perform services, including:
   1. Name
   2. Years of experience
   3. Years with the company
   4. Qualifications
2. Number of people currently employed in the State of Hawaii with the number of employees residing on the Island of Hawaii. Identify which personnel can support Kona Community Hospital and in what capacity.

3.7.5 MANAGEMENT AND CONTROL

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

1. Assignment and management of personnel to the Kona Community Hospital account.
2. Coordination of requirements with HHSC personnel.
3. Problems anticipated, if any, and possible solutions.
4. If Subcontractors or Consultants will be used, detail how Subcontractors or Consultants will be managed to ensure Kona Community Hospital obtains the highest level of service possible.

3.7.6 REQUIRED DOCUMENTATION

In addition to the requirements outlined in this RFP, OFFEROR must submit the following documentation with response:

1. W9
2. STATE OF HAWAII VENDOR COMPLIANCE (print from website)
3. GENERAL EXCISE TAX CERTIFICATE (copy)
4. VENDOR REQUESTED CHANGES TO HHSC GENERAL CONDITIONS (IF ANY)
5. VENDOR TERMS AND CONDITIONS (IF ANY)
6. STATE OF HAWAII VENDOR COMPLIANCE (print from website)
   1. PROPOSAL

All pricing proposals must clearly state that the price proposal shall remain valid through March 30, 2025.

* + 1. PRICE

Along with a summary page, provide a detailed, line-item list of any and all prices representing the dollar amount offered to perform Scope of Service requirements of this RFP. Appendix H table can be used as your summary page or you may choose to use your own format as long as it is clear and concise.

**After contract award, Kona Community Hospital will not issue any change orders involving increased cost as a result of an OFFEROR error or oversight on the submitted proposal.**

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

If you will use a subcontractor at any time during the performance of the Agreement, the subcontractor’s table (Appendix I) must be included in your Price section. If you do not plan on using a subcontractor, please mark “NOT APPLICABLE” on the table and also include it in your Price Section.

* + 1. REQUIREMENTS

1. **Non Applicable Requirements.** Excluding HHSC General and Special Terms and Conditions, and any objectionable or defective RFP matters, if any proposal requirement, as described in this Section, is not applicable to the OFFEROR and therefore will not/cannot be provided, list what the requirement(s) are and why the requirement(s) are not applicable.
2. **Non Acceptance of any RFP Requirement.** If any RFP requirement, as described in this RFP, is not acceptable to the OFFEROR, list what the requirement(s) are why the requirement(s) are not acceptable. Should OFFEROR have an alternate solution submit those alternate solutions in OFFEROR’s proposal.
3. **HHSC Furnished Items.** If the OFFEROR’s proposal requires any goods, services, equipment, third-party vendor support, or anything of value to be provided by HHSC, these items must be clearly detailed and stated in the OFFEROR’s proposal.

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP.

* 1. PROPOSAL SUBMISSION CHECKLIST

The proposal submission checklist is provided by HHSC and is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR’s proposal. HHSC recommends the OFFEROR go through the checklist before submitting the response. The proposal submission checklist is in APPENDIX B.

SECTION 4 EVALUATIONS

1. INTRODUCTION

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

* 1. PROPOSAL EVALUATION COMMITTEE

An evaluation committee of a minimum of three (3) evaluators will be selected from HHSC to perform all evaluation requirements. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in the RFP. HHSC reserves the right to request information from OFFEROR to clarify the OFFEROR’s proposal.

* 1. EVALUATION PHASES

Evaluation phases will be conducted as follows:

|  |  |
| --- | --- |
| Phase | Phase Description |
| Phase 1 | Evaluation of Mandatory Requirements |
| Phase 2 | Technical and Value Sections Evaluation |
| Phase 3 | Determination of Short List of Offerors |
| Phase 4 | Proposal Discussions by Short-List |
| Phase 5 | Best and Final Offers by Short List |
| Phase 6 | Recommendation for Contract Award |

Figure Proposal Evaluation Phases

* + 1. PHASE 1 EVALUATION OF MANDATORY REQUIREMENTS

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

* + 1. PHASE 2 TECHNICAL AND VALUE SECTIONS EVALUATION

Evaluation of OFFEROR’s technical section shall be conducted using the technical section categories and the value weight percentages identified in Paragraph 4.3 and the evaluation scoring system identified in Paragraph 4.4.

Evaluation of the value section shall be conducted using the value section category and the value weight percentages identified in Paragraph 4.3 and the evaluation scoring system identified in Paragraph 4.4. The Value Section will be evaluated as a whole in terms of best value taking into consideration all items in the Value Section. For example, the lowest priced proposal may not get the best score for value if the OFFEROR has taken exception to many generally accepted requirements, has a poorly documented proposal, or has pricing which indicates a lack of understanding of the RFP.

* + 1. PHASE 3 DETERMINATION OF SHORT-LISTED OFFERORs (OPTIONAL)

At its discretion, following Phase 1 and 2, HHSC may develop a Short List of OFFERORs based on the evaluation of OFFERORs’ Technical and Value sections

* + 1. PHASE 4 PROPOSAL DISCUSSIONS WITH SHORT-LISTED OFFERORs (OPTIONAL)

The OFFERORs on the Short List of OFFERORs may be asked to conduct discussions either in person or over the telephone with HHSC. OFFEROR’s proposal may be accepted without discussions. In the event that HHSC elects to hold discussions, HHSC shall inform Short-Listed OFFERORs of specific discussion topics and issues; and schedule the discussion.

* + 1. PHASE 5 BEST AND FINAL OFFERS (OPTIONAL)

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

* + 1. PHASE 6 RECOMMENDATION FOR CONTRACT AWARD

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

* 1. EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

The following Evaluation Categories and Value Weight Percentages shall be used:

|  |  |  |
| --- | --- | --- |
| Value Weight Percentages | Points | Evaluation Category |
| Pass/No Pass | N/A | MANDATORY REQUIREMENTS. Category includes: |
| PROPOSAL TRANSMITTAL COVER LETTER |
| TECHNICAL SECTION |
| VALUE SECTION |
|  |
| 15% | 15 | TECHNICAL APPROACH. Category includes: |
| TECHNICAL SECTION |
| TECHNICAL PROPOSAL MANDATORY QUESTIONS |
| 35% | 35 | STAFFING AGENCY CAPABILITY. Category includes: |
| TECHNICAL PROPOSAL BACKGROUND, QUALIFICATIONS AND EXPERIENCE |
| TECHNICAL PROPOSAL PERSONNEL ORGANIZATION AND STAFFING |
| TECHNICAL PROPOSAL MANAGEMENT AND CONTROL |
| ~~COMMITMENT TO SCHEDULE ENFORCEMENT. Are Liquidated Damages Removed from Milestones solely attributable to the Contractor’s Scope of Services? If removed, there will be an automatic 20 point deduction.~~ |
| 40% | 40 | VALUE. Category includes: |
| VALUE SUMMARY |
| VALUE DETAILED OFFER |
| HHSC FURNISHED ITEMS |
| 10% | 10 | COMPLIANCE WITH REQUIREMENTS. Category includes: |
| NON APPLICABLE PROPOSAL REQUIREMENT |
| NON ACCEPTANCE OF ANY RFP REQUIREMENT |

Figure Evaluation Categories and Value Weight Percentages

* 1. EVALUATION SCORING SYSTEM

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

Each Evaluation Committee Member shall review OFFEROR proposals that pass Phase 1 Evaluation of Mandatory Requirements. The Evaluation Committee Members shall determine the score for each Evaluation Category for each OFFEROR in accordance with Figure 11. The OFFEROR’s total score will be the sum of all scores by all evaluators.

SECTION 5 AWARD OF CONTRACT

1. AWARD OF CONTRACT

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

* 1. CONTRACT AWARD NOTIFICATION

The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website: <http://www.kch.hhsc.org/Procurement/>. This will serve as the official notification to all OFFERORs. In addition, the Issuing Officer will inform the successful OFFEROR of contract award selection by an official “notice of award” letter.

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

* 1. CONTRACT AWARD DEBRIEFING

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

* + 1. CONTRACT DOCUMENT

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

A “sample” CONTRACT is located at APPENDIX C. **DO NOT complete or execute the “sample” CONTRACT.**

* + 1. GENERAL EXCISE/USE TAX

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

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

The General Excise Tax License shall be obtained from the DOTAX offices in the State of Hawaii or the DOTAX Web Site and by mail or FAX.

* 1. CONTRACT EXECUTION

Upon receipt of the CONTRACT document, the CONTRACTOR shall have five (5) business days to execute and return the CONTRACT to the Issuing Officer. A copy of the fully executed CONTRACT will be provided the CONTRACTOR within five (5) business days of CONTRACT execution.

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

* 1. CONTRACT COMMENCEMENT DATE

No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the **Fully Executed** Contract. HHSC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official, notice to proceed “Commencement” date stated in the **Fully Executed** Contract.

APPENDIX A

Sample Proposal Transmittal Cover Letter

Dear Mr. McGhan:

(Name of Business) proposes to provide any and all goods and services as set forth in the “Request for Proposals for Competitive Sealed Proposals” to provide **“Kona Community Hospital – Staffing Agency**, **RFP # 25-0025**, for which fees/costs have been set. The fees/costs offered herein shall apply for (Please insert applicable period of time) .

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

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

**Other information:**

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

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

State of Incorporation is: (Specify)

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

(Authorized Bidder’s Signature, Printed Name/Title)

**APPENDIX B**

**PROPOSAL SUBMISSION CHECKLIST**

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

**PLEASE CHECK OFF:**

|  |  |  |
| --- | --- | --- |
| **OFFEROR Shall Check Off**  **Submitted** | **Proposal Items** | **HHSC Internal Use ONLY** |
|  | Proposal Received “On-Time” |  |
|  | One (1) Original & three (3) Copies of Proposals |  |
|  | Proposal Transmittal Cover Letter: |  |
|  | * Official Business Letterhead |  |
|  | * Authorized Signature |  |
|  | * Required Information |  |
|  | Technical Proposal |  |
|  | * Summary |  |
|  | * Mandatory Requirements |  |
|  | * Background, Qualifications and Experience |  |
|  | * Personnel Organization and Staffing |  |
|  | * Management and Control |  |
|  | Price Proposal |  |
|  | * Summary |  |
|  | * Summary Offer |  |
|  | Non Applicable Proposal Requirement(s) |  |
|  | Non Acceptance of any RFP Requirement(s) |  |
|  | HHSC Furnished Items |  |
|  | State of Hawaii Vendor Compliance |  |
|  | W-9 & General Excise License |  |
|  | Vendor’s Terms and Conditions (if any) |  |
|  | Vendor’s redline request to HHSC General Conditions (if any) |  |
|  | Proposal Submission Checklist |  |

APPENDIX C

Sample

**HAWAII HEALTH SYSTEMS CORPORATION**

**AGREEMENT FOR GOODS OR SERVICES**

**BASED UPON**

**COMPETITIVE SEALED PROPOSALS**

**AGREEMENT #: xx-xxxx**

(project name)

**THIS AGREEMENT**, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of **xxx** *,* between **Kona Community Hospital** of the West Hawaii Region, a division of **Hawaii Health Systems Corporation** (hereinafter "HHSC"), by its West Hawaii Regional Chief Executive Officer, (hereinafter "CEO"), whose address is 79-1019 Haukapila Street, Kealakekua, HI 96750, and **[\_\_\_CONTRACTOR NAME\_\_\_]** (hereinafter “CONTRACTOR”), a **[\_\_BUSINESS STRUCTURE\_\_**, under the laws of the State of **Hawaii**, whose business address is **[\_\_\_CONTRACTOR ADDRESS\_\_\_]** and FEIN No **[\_\_\_CONTRACTOR FEIN\_\_\_]**.

**RECITALS**

**A.** The HHSC is in need of the goods or services, or both, described in this Agreement and its attachments.

**B.** The HHSC has issued a request for competitive proposals, and has received and reviewed proposals submitted in response to the request.

**C.** The CONTRACTOR has been identified as the responsible and responsive OFFEROR whose proposal is the most advantageous for the HHSC, taking into consideration price and the evaluation factors set forth in the request.

**D.** The HHSC desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

**NOW, THEREFORE,** in consideration of the promises contained in this Agreement, the HHSC and the CONTRACTOR agree as follows:

**1. SCOPE OF SERVICES.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by the HHSC, provide all the goods set forth in **Attachment 1 Scope of Services**.

**2. TIME OF PERFORMANCE.** The performance required of the CONTRACTOR under this Agreement shall be executed in accordance with the time period set forth in the **Attachment 2 Time of Performance**, which is made a part of this Agreement.

**3. COMPENSATION.**  The CONTRACTOR shall be compensated for services performed under this Agreement pursuant to the provisions as set forth in **Attachment 3 Compensation**, which is hereby made a part of this Agreement..

**4. BONDS.**  The CONTRACTOR (is) or (is not) required to provide a performance bond.

**5. STANDARDS OF CONDUCT DECLARATION.**  The Standards of Conduct Declaration of the CONTRACTOR is attached and is made a part of this Agreement.

**6. OTHER TERMS AND CONDITIONS.**  The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement (or, Any Special Conditions are attached hereto and made a part of this Agreement). In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

**7. LIQUIDATED DAMAGES.** Liquidated damages are applicable.

**8. Technical Representative.** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing performance; and, approving completed work/services with verification of same on invoices. The Technical Representative also serves as the point of contact for the CONTRACTOR for “Technical” matters (non-contractual) from award to contract completion. The Technical Representative is:

|  |
| --- |
| **Matthew Deves** RN  WHR Interim IT Manager/ Clinical Analyst  Kona Community Hospital  79-1019 Haukapila St.  Kealakekua, HI  96750  **808.895.1343** hospital cell  [mdeves@hhsc.org](mailto:mdeves@hhsc.org) |

**9. NOTICES.** Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the CEO shall be sent to: **Kona Community Hospital, 79-1019 Haukapila Street, Kealakekua, HI 96750**. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time or actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the HHSC in writing of any change of address.

**IN VIEW OF THE ABOVE,** the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

|  |  |  |
| --- | --- | --- |
|  | **HHSC** |  |
| SIGNATURE: |  |
| PRINTED NAME: | Clayton R. McGhan |
| TITLE: | Regional CEO, West Hawaii Region |
| DATE: |  |

|  |  |  |
| --- | --- | --- |
|  | **CONTRACTOR \*** | [\_\_\_CONTRACTOR NAME\_\_\_] |
| SIGNATURE: |  |
| PRINTED NAME: |  |
| TITLE: |  |
| DATE: |  |

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

On behalf of **[\_\_\_CONTRACTOR NAME\_\_\_]**, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR  IS or  IS NOT a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

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

|  |  |  |
| --- | --- | --- |
|  | **CONTRACTOR** |  |
|  | SIGNATURE: |  |
|  | Print Name: |  |
|  | Title: |  |
|  | Date: |  |

**ATTACHMENT 1**

**PROJECT PARAMETERS and SCOPE OF SERVICES**

Final Scope of Services will be included in the contract.

**ATTACHMENT 2**

**TIME OF PERFORMANCE**

1. The CONTRACTOR shall provide the services required under this Agreement for a period from XX to and including XX, unless sooner terminated or extended as provided.

-OPTIONAL-

1. OPTION TO EXTEND: The TIME OF PERFORMANCE of this Agreement may be extended for XX ( ) additional XX ( ) month intervals, subject to mutual written agreement between HHSC and the CONTRACTOR, prior to the end of the current contract period. A Supplemental Agreement will be executed by the CONTRACTOR and HHSC to exercise extensions.

**ATTACHMENT 3**

# COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, the HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR a total sum of money not to exceed XXX AND NO/100 DOLLARS ($XXX.00)

including all applicable taxes and expenses incurred, and in accordance with the following:

1. Total Contract Award. This Total Sum shall include any and all taxes, shipping and handling and other miscellaneous costs to complete the work required in the Scope of Services.
2. Invoicing Schedule. Contractor shall invoice Hospital in accordance with the following:
3. This is a Fixed Price Agreement.
4. The contractor is paid according to the milestone table below.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| | **Milestone** | **Milestone Pymt Amount** | **Description** | **Milestone Acceptance Criteria** | **Schedule** | | --- | --- | --- | --- | --- | | 1 |  |  |  |  | | 2 |  |  |  |  | | 3 |  |  |  |  | | 4 |  |  |  |  | |

1. Travel costs are not allowable.
2. If the not-to-exceed value is insufficient to complete all phases of the Project, Hospital may, at their sole discretion, issue a separate agreement in accordance with their procurement policies for the remainder of the work or complete the work with Hospital personnel.
3. HHSC will work with the CONTRACTOR to determine a reasonable fee structure.
4. Payment Guidelines
5. Company shall provide W-9 and Certificate of Insurance upon Contract Award.
6. **The Contract Number (xx-xxxx) and must appear on every Invoice.**
7. The “Invoice To” must be “Kona Community Hospital”.
8. The “Remit To” name on your invoice must match your company name as you are registered with the State of Hawaii and the name stated in Contract.
9. If the “Remit To” address on the invoice is different from the address stated on the face of the Contract, we must state the “Remit To” address in Contract.
10. Invoice shall be transmitted to:

|  |
| --- |
| Technical Representative |

**\*\*\*\* If your invoice does not contain your contract number,**

**it may be rejected and payment delayed. \*\*\*\***

**ATTACHMENT 4**

HHSC General Conditions

(Immediately following this page).

**APPENDIX D**

Pricing Summary Template

OFFEROR may use its own pricing format if desired in lieu of the above table as long as the information is concise and clear.

COMPANY:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Total Cost Summary** | | | | | | |
| **Costs** | **Total** | **Year 1** | **Year 2** | **Year 3** |  |  |
| Management Fees |  |  |  |  |  |  |
| Software Licensing (if any) |  |  |  |  |  |  |
| Installation |  |  |  |  |  |  |
| Maintenance |  |  |  |  |  |  |
| Miscellaneous |  |  |  |  |  |  |
| Other (specify) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total:** |  |  |  |  |  |  |
|  | | | | | | |

**Definition of Cost Categories:**

**Management Fees:** Fees associated with managing our account and providing services.

**Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

**Installation:** Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.

**Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

**Miscellaneous:** List and describe any other costs associated with your proposed solution.

Itemized or detailed pricing should be attached behind the Pricing Summary Template.