



**Department of Health
Disease Outbreak Control Division**

RELEASE DATE: April 1, 2019

**REQUEST FOR PROPOSALS
No. DOH-DOCD-19-01
SEALED OFFERS
FOR**

**STATEWIDE STOP FLU AT SCHOOL PROGRAM
LOGISTICAL SUPPORT**

**STATE OF HAWAII
DEPARTMENT OF HEALTH**

WILL BE RECEIVED UP TO 11:00 A.M. HAWAII STANDARD TIME ON

MAY 6, 2019

1250 PUNCHBOWL STREET, ROOM 468, HONOLULU, HAWAII 96813. DIRECT
QUESTIONS RELATING TO THIS SOLICITATION TO MEIKO ARAI, TELEPHONE (808) 586-
8308, FACSIMILE (808) 586-8302 OR E-MAIL AT MEIKO.ARAI@DOH.HAWAII.GOV.

Steven Osa

Steven Osa
Procurement Officer

RFP NO. DOH-DOCD-19-01

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 1 Original Proposal and 4 Copies with 1 electronic copy on a flash drive.

ALL MAIL-INS SHALL BE POSTMARKED BY UNITED STATES POSTAL SERVICE ("USPS") NO LATER THAN **May 6, 2019** and received by the **Disease Outbreak Control Division ("DOCD")** no later than **ten (10) days from the submittal deadline**. ALL MAIL-INS MUST BE APPROVED IN ADVANCE BY THE REQUEST FOR PROPOSAL ("RFP") COORDINATOR. THE FAILURE TO OBTAIN THE RFP COORDINATOR'S APPROVAL IN ADVANCE TO MAIL-IN THE RFP WILL RESULT IN THE AUTOMATIC REJECTION OF SAID RFP.

All Mail-ins

*Disease Outbreak Control
Division
P.O. Box 3378
Honolulu, HI 96801-3378*

RFP COORDINATOR

*Steven Osa
Telephone 808.733.8386
Fax 808.733.8375
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ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **11:00 A.M., Hawaii Standard Time ("HST"), May 6, 2019**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 11:00 a.m. HST, May 6, 2019.

Drop-off Sites

*Immunization Branch
Disease Outbreak Control Division
1250 Punchbowl Street, Room 468
Honolulu, HI 96813*

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii's ("State") Department of Health ("DOH") Disease Outbreak Control Division ("DOCD") is requesting proposals for services to coordinate, manage, maintain, and provide logistical support for The Hawai'i Stop Flu at School Program ("SFAS"), a statewide, school-located Influenza ("Flu") mass-vaccination program, offering seasonal Flu vaccines without cost to students with parent's/guardian's consent in kindergarten through the eighth grade at participating schools. The State will be awarding one (1) contract to provide SFAS program logistical support services.

1.2 CANCELLATION

The Request for Proposals ("RFP") may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 APPLICANT REQUIREMENT

Applicant must be registered and licensed to do business in the State and have a physical presence in the State.

1.4 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	= Best and Final Offer
CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
GP	= General Provisions
HAR	= Hawaii Administrative Rules
HCE	= Hawaii Compliance Express
HRS	= Hawaii Revised Statutes
Procurement Officer	= The contracting officer for the State of Hawaii, State Procurement Office
RFP	= Request For Proposals
SFAS	= Stop Flu at School Program
SPO	= State Procurement Office
State	= State of Hawaii, including its departments, agencies, and political subdivisions

1.5 RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	April 1, 2019
Pre-proposal Conference	April 8, 2019
Due date to Submit Questions	April 12, 2019
State's Response to Questions	April 18, 2019
Proposals Due date/time	May 6, 2019
Proposal Evaluations	May 6 – 17, 2019
Discussion with Priority Listed Offerors (if necessary)	May 6 – 17, 2019
Best and Final Offer (if necessary)	May 20, 2019
Notice of Award	May 31, 2019
Contract Start Date	September 1, 2019

1.6 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP. Offerors are encouraged to submit written questions prior to the pre-proposal conference. Impromptu questions will be permitted at the pre-proposal conference and spontaneous answers will be provided at the purchasing agency's discretion. However, answers provided at the pre-proposal conference are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, oral questions should be submitted in writing following the close of the pre-proposal conference, but no later than the submittal deadline for written questions indicated in Section 1.5 RFP Schedule and Significant Dates, as amended. **A conference call number will be provided for anyone who cannot attend in person. Please contact the RFP Contact Person indicated in Section 1.8.**

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

The pre-proposal conference will be held as follows:

Date: April 8, 2019
Time: 3:00 p.m. – 4:00 p.m.
Location: Department of Health, 1250 Punchbowl Street, 1st
Floor Boardroom, Honolulu, HI 96813

1.7 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.5, RFP Schedule and Significant Dates, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.5, RFP Schedule and Significant Dates, as amended.

1.8 OFFICIAL RFP CONTACT PERSON:

The official RFP contact person for all communications regarding this RFP is:

Meiko Arai, Ph.D.
Disease Outbreak Control Division
P.O. Box 3378
Honolulu, HI 96801-3378

Telephone: (808) 586-8302
Email address: meiko.arai@doh.hawaii.gov

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

SFAS, the State's school-located vaccination program first implemented in 2007, is an innovative partnership between the State's DOH and Department of Education ("DOE"). The SFAS program aims to improve the health of State's keiki, families, and kupuna by preventing the spread of the Flu through vaccination.

Through SFAS, all children attending participating elementary and middle schools are offered free Flu vaccine at school, during the school day. The SFAS program is voluntary for schools and students.

For the 2019–20 Flu season, SFAS Flu vaccination clinics shall be offered to all elementary and intermediate public schools in Kauai, Maui, and Hawaii Counties. The SFAS program shall also be available to a selected number of eligible public schools on Oahu. Oahu eligibility criteria include public schools which in previous years had at least forty percent (40%) of their student enrollment participating in the DOE's Free and Reduced-Price Meal Program. All neighbor island public schools are eligible to participate in the SFAS program as access to healthcare in those counties can often be a challenge. Clinics shall be held from October – November for the 2019-20 Flu season.

2.2 SCOPE OF WORK

All statewide school-located Flu clinic logistics planning, management, and execution shall be in accordance with this RFP, including its attachments and any addenda.

2.2.1 Service Activities

The DOH requires staff to fulfill statewide immunization clinic logistics planning, management, and execution services for the school-located mass vaccination SFAS program. The logistics can be largely categorized into three (3) components: Statewide logistics, Oahu logistics, and Neighbor Island logistics. Statewide logistics planning and management activities include overseeing and coordinating with the DOH SFAS administrative staff and community in-kind donors, estimating and calculating supplies and supply orders, and maintaining and updating inventory. Oahu specific logistics activities include coordination, storage, inventory, packing, and distribution of clinic supplies to the DOH designated Flu immunization clinic sites, post immunization clinic recovery of supplies, and management and supervision of logistics staff. Neighbor Island logistics activities include coordinating with neighbor island-based DOH SFAS administrative staff, packing supplies, and shipping bulk clinic supplies from Oahu to designated neighbor island locations (i.e., East Hawaii, West Hawaii, Maui, Molokai, and Kauai).

The anticipated clinic operational period is from October through December of each year. Immunization clinics may be held at approximately one hundred ninety (190) locations statewide, ninety (90) on Oahu, fifty (50) on the Big Island, twenty-five (25) on Maui, twenty (20) on Kauai, and five (5) on Molokai, over the course of several weeks beginning in October or November through January of

the following year. Up to nineteen (19) clinics may be conducted simultaneously statewide, seven (7) on Oahu, five (5) on the Big Island, three (3) on Maui, three (3) on Kauai, and one (1) on Molokai. Actual dates shall be provided once the clinic schedule becomes available. Clinic duration can typically range from one to six (1-6) hours.

A. Excluded from the Scope of Services:

- i. Refrigerated vaccine storage, packing, and preparation of Flu vaccine supplies utilized in SFAS clinics.
- ii. Procurement of all clinic supplies. Clinic supplies shall be procured by the DOH.

B. Detailed monthly SFAS logistics coordination information and activities are included in Exhibit "A", Time Table of SFAS Logistics Activities attached hereto and made a part hereof.

2.2.2 Qualifications

A. Experience

In addition to personnel requirements specified in section 2.2.2H, the Contractor shall designate a Project Manager, who shall meet the following requirements:

- i. Two (2) years of college preferred, or high school diploma or equivalent with at least one (1) year of applicable logistics management experience; and
- ii. Have a minimum of three (3) years of experience providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics.

B. The Contractor shall designate an On-Site Logistics Coordinator, who shall meet the following requirements:

- i. Two (2) years of college preferred, or high school diploma or equivalent with at least one (1) year of applicable logistics experience;
- ii. At least one (1) year of experience working in an office setting; and
- iii. Must be proficient in Microsoft Office applications including Excel, Word, and Outlook as well as web access knowledge and internet skills.

C. Organization

The Contractor shall ensure the provision of comprehensive management and operational services to ensure the logistics component of the SFAS is executed:

- i. Designate one (1) point five zero (.50) Full-Time Equivalent ("FTE") Project Manager who shall be responsible for the coordination and oversight of all services rendered;
- ii. Designate at least one (1) FTE On-Site Logistics Coordinator to be physically located at the DOH Immunization Branch, 1250 Punchbowl Street, Room 468, Honolulu, Hawaii 96813, to complete all necessary SFAS logistical coordination and inventory tasks on a year-round basis. The On-Site Logistics Coordinator shall be responsible for the completion of all logistics tasks in accordance with established timeframes as well as supervision and coordination of any logistics staff hired by the Contractor to assist during the SFAS clinic operation period (approximately October – December);
- iii. Designate, at a minimum, one (1) receiving facility centrally-located on Oahu for organization, storage, and distribution of supplies to Oahu clinics and shipping non-medical supplies to Neighbor Island depots. Access to the receiving facility shall be available twenty-four (24) hours a day, to ensure timely delivery/receipt of supplies for program operations. The Contractor's facility shall be subject to inspection by the DOH prior to award;
- iv. Obtain and maintain appropriate documentation, in accordance with the requirements of the RFP, and make this documentation available to the DOH upon request;
- v. Maintain documentation of organizational compliance with federal and state health and safety guidelines, including elements required by the Occupational Safety and Health Administration ("OSHA") bloodborne pathogen standard. Documentation shall include, but not be limited to, the following:
 - a. For all staff providing services for the SFAS, valid and proper Hepatitis B vaccination series, or documentation of Hepatitis B vaccination refusal, or documentation of Hepatitis B immunity by serological testing;
 - b. Completion of annual bloodborne pathogen training for all staff; and
 - c. A company bloodborne pathogen exposure plan. The Contractor is responsible for having and maintaining a current blood-borne pathogen plan for all employees in the event of a needle stick or other incident;
- vi. Serve as contacts to troubleshoot Oahu logistics issues that occur during clinic operations (designee must be able to accept calls from Clinic Managers or other on-site clinic personnel);
- vii. Attend internal and statewide SFAS planning/operations meetings. Provide updates as needed to the SFAS planning team; and

- viii. Attend Oahu SFAS Clinic Manager Training sessions. Provide clinic supply/logistics updates/reminders as needed, including contact information for the SFAS logistics staff.

D. Inventory Management, Supply Orders, and Packing.

- i. Coordinate Oahu and Neighbor Island non-pharmaceutical clinic supply assessment and resupply, according to established procedures in a timeframe developed in conjunction with the SFAS planning team;
- ii. Based on participating school information and established clinic-specific supply amounts, determine Oahu supply needs. Coordinate supply replenishment with the SFAS planning and fiscal team:

Dependent on availability of in-kind donors, supply replenishment can be accomplished via direct purchase (coordinate with the SFAS fiscal team) or via donations (coordinate with the SFAS planning team);

- iii. Develop and implement system for Neighbor Island clinic supply replenishment. Confirm depot contact persons and delivery locations. Ensure all of the SFAS depots receive needed/requested non-pharmaceutical clinic supplies in a timely manner:

a. SFAS depots include:

- 1. Oahu
1250 Punchbowl St.
Honolulu, HI 96813
- 2. Kauai
Kauai DOH Public Health Nursing
3040 Umi St.
Lihue, HI 96766
- 3. Maui
PHP
210 Imi Kala St., Suite 204
Wailuku, HI 967934
- 4. Molokai
Department of Health
65 Makaena St.
Kaunakakai, HI 96748
- 5. East Hawaii
East Hawaii Public Health Nursing Office
75 Aupuni St., Room 106
Hilo, HI 96720
- 6. West Hawaii
Kona Health Center
79-1015 Haukapila St.

Kealahou-Kona, HI 96750

- b. Retrieve supplies from inventory, pack and ship to neighbor islands, as necessary;
- iv. Coordinate with the DOH staff and in-kind donors to receive supply orders for anticipated school-located Flu vaccination clinic season;
- v. Based on provided school information, develop non-pharmaceutical supply order estimates for the Flu season in advance;
- vi. Enter received order data into spreadsheets and use formulas to adjust estimates and to further refine calculated statewide supply orders;
- vii. Organize and manage data in spreadsheets and compute averages, percentages, ranges, and other statistical measures;
- viii. Perform word processing functions, such as creating and editing documents and tables, mail-merge, and labeling;
- ix. Enter received order data into spreadsheets and use formulas to adjust estimates and to further refine calculated statewide supply orders;
- x. Identify re-order/low supply thresholds and notify the DOH personnel in a timely manner when inventory assessments/projections indicate that additional supplies/reorders are necessary:
 - a. Notify the DOH, at minimum, ten (10) business days in advance if quantities of clinic supplies on hand are insufficient to fill upcoming deliveries.
 - b. Make arrangements to pick up extra quantities of clinic supplies from the DOH designated supplies facility, if necessary, throughout the term of the project;
- xi. Devise methods of inventory control, loss-prevention, and quality assurance for all aspects of logistical operations (e.g., supply storage, assembly, delivery, and return/restock):

Organize and keep an accurate inventory of medical and non-pharmaceutical supplies for clinics;
- xii. Organize, maintain and consolidate supplies:

Pack, unpack, and store medical and non-pharmaceutical supplies;
- xiii. Pack boxes according to written procedures and packing list and log number of boxes packed per school:

Based on provided lists, pack received supplies according to "Go-Kits" and "Prescreening Kits" specifications;

- xiv. Inspect supplies returning from clinics and implement quality-control measures to assess continued serviceability of non-consumable items:

Ensure expired/unusable SFAS supplies are removed from inventory;

- xv. Pick-up excess clinic supplies and hand trucks from the DOH at the end of each clinic day. Sort and return them to facility inventory for packaging in upcoming clinic deliveries;
- xvi. Return excess supplies to the DOH within a week of concluding clinic operational period;
- xvii. Verify initial and final inventory of medical and non-medical supplies and provide inventory Excel spreadsheet to the DOH; and
- xviii. Provide final inventory Excel spreadsheet to the DOH within a month of concluding clinic operational period.

E. Pick-up, Delivery, and Return – Oahu Only.

- i. Pick-up of Oahu clinic supplies, hand trucks, and packing materials at the following DOH- designated supplies facility:

Department of Health
Immunization Branch
1250 Punchbowl Street
Honolulu, Hawaii 96813

- ii. Coordinate the pick-up of vaccines and clinic supplies from the DOH in the morning for same-day delivery to clinics. Pick-up from the DOH must occur between 9:00 a.m. and 10:00 a.m. Hawaii Standard Time (“HST”). Vaccines and all clinic supplies shall be delivered to clinic sites together. Pick-ups from the DOH shall occur Monday–Thursday during the clinic operational period, except for State holidays;
- iii. Coordinate the delivery of vaccines and supplies to all Oahu clinic sites;
- iv. Coordinate the pick-up of excess and returned clinic supplies from the DOH at the end of each clinic day (by 3:00 p.m. HST);
- v. Vehicles used to transport and deliver supplies are subject to approval by the DOH. At all times, including during transport, supplies must be secured and kept protected from outside elements and weather;
- vi. Create a delivery and pick-up schedule in advance that includes each school as appropriate, to be made available to the DOH;
- vii. Communicate with each school liaison to notify them of vaccine and supply delivery and identify a drop-off point for every clinic;
- viii. Designate, at minimum, two (2) delivery vehicles and delivery staff for the project term;

- ix. Designate, at minimum, one (1) staff member to be dedicated to organizing and packing supplies. This person shall be in addition to the On-Site Logistics Coordinator;
- x. Perform scheduled delivery of vaccines and supplies and other items following established handling and packing procedures:
 - a. Delivery of vaccines, clinic supplies, and folding hand trucks to each school shall begin on or after October 14th, 2019 and must be completed by December 6, 2019. Clinic schedule subject to DOH modifications;
 - b. Vaccines, clinic supplies, and folding hand trucks to be delivered to each clinic are estimated to be an average of one (1) vaccine cooler, six (6) soft-top coolers, eight (8) banker boxes, one (1) emergency kit and one (1) folding hand truck. Actual delivery item count per clinic for clinic supplies shall vary dependent upon participation rate at each school;
 - c. Make one (1) delivery to each school, consisting of the appropriate number of vaccine coolers, clinic supplies in banker boxes, and one (1) folding hand truck, on the business day before clinic (during school hours);
 - d. Ensure deliveries are made in person with school personnel present:
 - 1. Complete delivery date and time on Delivery Confirmation Log and obtain printed name, signature, and title of school personnel receiving the delivery; and
 - 2. Provide copy of each completed Delivery Confirmation Log to the DOH via facsimile or email by close of business on the day of delivery;
- xi. Perform recovery of vaccines and supplies and other items following established handling and recovery procedures:
 - a. Coordinate the recovery of used and unused clinic supplies, used sharps containers/medical waste, completed forms, vaccine, emergency kits, and any trash generated from school-located immunization clinics on Oahu and deliver to the DOH;
 - b. Communicate with each school liaison to inform them of the pick-up;
 - c. The recovery of items must occur daily after clinics conclude and before schools close for the day;
 - d. Items must be delivered to the DOH building no later than 3:00 p.m. HST daily;

- e. Vehicles used to transport and deliver supplies are subject to approval by the DOH. At all times, including during transport, supplies must be secured and kept protected from outside elements and weather. Sharps containers must be kept sealed shut and guarded from falling over and/or spilling while in transport and while handling; and
- f. Create a recovery schedule with routes in advance that includes each school as appropriate. This schedule shall be made available to the DOH upon request.

F. Emergency and Extra Supplies Deliveries/Pick-Ups – Oahu Only.

- i. If supply shortages/missing supplies are reported, drop-off requested supplies to clinic as soon as possible with delivery occurring no later than one (1) hour after notification.
- ii. If incomplete supply pick-ups from the DOH are reported, pick-up supplies within one (1) hour of notification.
- iii. If the DOH must conduct emergency resupply deliveries or emergency pick-ups due to Contractor unavailability, the Contractor shall be compensated only fifty percent (50%) of the quoted average cost for each affected school.
- iv. Receive and manage calls for last minute supplies requests (on the day of clinic) and extra supplies requests and deliver those items no later than one (1) hour after notification.

G. Project Management and Oversight.

- i. Provide all supervision, labor, facility, equipment, and all vehicles necessary to store, package, restock, and transport all clinic supplies to all participating schools;
- ii. Provide all supervision, facility, personnel, and vehicles necessary to recover and transport all clinic supplies, vaccines, medical waste, and forms from all participating schools to the DOH;
- iii. Ensure staff is fully capable of performing the services required and demonstrate professionalism when corresponding with school personnel;
- iv. Supervise and coordinate the work of all driver/delivery persons, stock personnel, etc. hired to assist with this project;
- v. Proactively mitigate any potential quality assurance issues;
- vi. Address any identified quality assurance issues, including, but not limited to, insufficient or deficient (i.e., inoperable or substandard) supplies;

- vii. Make precise, objective, realistic assessments of the effectiveness of logistical operations and utilize assessments to assist in streamlining logistical processes;
- viii. Maintain accurate and comprehensive records of all logistical activities throughout project period;
- ix. Provide invoices in a format approved by the DOH;
- x. Ensure timely shipping, deliveries, and returns of clinic supplies are done in time; and
- xi. Generate reports as specified by the DOH. The content and format of each report shall be subject to ongoing review and modification by the DOH. Communicate daily with the DOH to provide status updates.

H. Personnel.

- i. The Contractor shall assign, at minimum, one (1) Project Coordinator, and one (1) On-Site Logistics Coordinator. The Project Coordinator shall be designated as the contact person responsible for the supervision and oversight of project implementation and shall collaborate, at a minimum, weekly with the DOH via in person-meeting or conference call:
 - a. Project Coordinator and On-Site Logistics Coordinator shall be authorized to interact with the designated DOH and school personnel to ensure that the project schedules and deliverables are being met;
 - b. Project Coordinator and On-Site Logistics Coordinator shall attend educational training session(s) scheduled by the DOH to review project requirements and activities;
 - c. The Project Coordinator must be accessible by phone daily throughout the project period, so that the DOH can notify the Contractor of personnel issues with Contractor's staff, if necessary, and to address said issues promptly; and
 - d. The On-Site Logistics Coordinator must be physically present at the DOH (1250 Punchbowl Street, Room 468, Honolulu, Hawaii 96813) on a full-time basis to coordinate and perform SFAS logistics tasks and activities as well as supervise and direct any additional logistics staff assigned by the Contractor.
- ii. The Contractor shall ensure that all delivery staff meet the following minimum qualifications and show proof of the following:
 - a. Drivers shall possess valid and current State of Hawaii driver's licenses required for the type of vehicles that they operate;
 - b. Drivers shall have a clean driver's abstract (e.g., no driving under the influence citation, no moving violation) for two (2) years at the time of offer submittal;

- c. Drivers shall have a clean background check (e.g. no misdemeanor and felony charges or convictions) for ten (10) years at the time of offer submittal;
 - d. Drivers shall be free of background that poses risk to children;
 - e. The Contractor shall submit copies to DOH prior to commencement of deliveries and maintain driver's abstract and background check on file; and
 - f. Drivers shall have familiarity with the geography and school locations on Oahu, knowledge of local traffic laws, ordinances, rules and regulations, reading and understanding maps to plan safe and efficient routes of travel, and possess and exhibit safe driving habits.
- iii. The Contractor shall ensure that all staff assigned to this project have the skill, expertise, and experience necessary for their role and meet the following:
- a. Be able to:
 - 1. Operate hand trucks, two-way radios, common office equipment such as computer, scanner, fax, copier, etc.;
 - 2. Perform spreadsheet and word processing functions on computer;
 - 3. Work standing, walking, pushing, pulling, using hands to handle or sense, and reaching with hands and arms;
 - 4. Lift, push, and pull up to thirty (30) lbs;
 - 5. Work in conditions that expose personnel to outdoor weather conditions; and
 - 6. Travel on Oahu;
 - b. Possess good oral and written communication skills;
 - c. Be team-oriented;
 - d. Demonstrate the ability to adhere to professional standards, ethical behavior, and have a professional business attitude;
 - e. Exercise discretion in handling sensitive or confidential information; and
 - f. Demonstrate strong attention to detail.
- iv. The Contractor shall retain documentation of adherence to all staff requirements and shall make them available for review upon DOH request.

I. Training.

- i. Ensure project coordinators attend training provided by the DOH.
- ii. Ensure that all project personnel (e.g., project coordinators, drivers/delivery persons, stock personnel) are adequately trained for the duties to which they are assigned.
- iii. All project personnel who may be in contact with sharps containers and medical waste must have completed blood-borne pathogen training within 1 (one) year prior to the start of the project.

J. Contractor Requirements.

The Contractor shall:

- i. Have at least three (3) years of experience providing staffing for large-scale logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics;
- ii. Submit resumes to the DOH for personnel involved in the project;
- iii. Require background screening of project staff prior to commencing work:
 - a. Education verification – highest degree earned.
 - b. Third party employment verification – last two (2) employers.
 - c. Reference check – two (2) professional references.
 - d. Background check – no conviction of a violation of any law;
- iv. Employ methods to ensure low staff turnover for duration of project;
- v. The DOH shall have the right, and the Contractor shall comply with the request immediately, to remove personnel from all work for unsatisfactory service and replace personnel. If a change in personnel occurs, new personnel must meet the project qualifications. Substitute personnel shall not be used until a resume is received and approved by the DOH;
- vi. Address personnel issues appropriately and in a timely fashion. This shall include taking disciplinary action when appropriate. The Contractor shall have a current company disciplinary plan for staff in place prior to the start of the clinics;
- vii. Maintain documentation of organizational compliance to federal and state health and safety guidelines, including elements required by the OSHA. The Contractor is responsible for having and maintaining a current blood-borne pathogen plan and procedure manual for employees in the event of a needle stick or other incident;

- viii. Have and utilize an employee handbook, or something similar, with established protocol, policies, and standards to ensure consistency and professionalism;
- ix. Have an office located in the State of Hawaii at the time of award; and
- x. Upon award, the Contractor shall submit documentation of insurance that shall be specified in this RFP and the contract.

2.2.3 Pricing Structure

Negotiated Unit of Service Rate.

- A. The Contractor will be compensated for services rendered.
- B. The Contractor shall be responsible for any travel costs related to services.
- C. Two (2) service rates shall be utilized:
 - i. One (1) fully burdened fixed unit monthly rate to support ongoing logistics coordination; and
 - ii. One (1) fully burdened fixed unit rate per Oahu school to support clinic supply delivery and recovery services.
- D. The DOH receives funding through a biennial legislative process. Any agency that elects or declines to submit a proposal understands that if increased funding becomes available, the DOH may modify its contracts without re-procurement of the service. Contracts in the later years shall be dependent upon funding received. Funding is subject to appropriation, budget execution policies, and availability of funding. The DOH reserves the right to increase rates as it deems fit if and when additional funding becomes available.

2.2.4 Reporting Requirements for Program and Fiscal Data

- A. The Contractor shall submit the following reports to the DOH on a timeline agreed upon by both parties:
 - i. Training Report - a list of all staff by role, including: first and last name, email address, phone number, and title (if applicable), county of residence, affiliation, logistic role, and training completion status;
 - ii. Staff Requirements Report - report of all staff who have submitted documentation that satisfy the minimum requirements. Copies of each document must be on file and available for review by the DOH upon request; and
 - iii. Delivery Confirmation Log – provide copy of each completed Delivery Confirmation Log to the DOH via facsimile or email by close of business on the day of delivery.

B. Qualifications

The Contractor shall:

- i. Be licensed to conduct business in the State of Hawaii;
- ii. Obtain, maintain, and keep in force throughout the period of the contract insurances that will be specified in the RFP, paragraph 7, Attachment 7, Special Conditions; and
- iii. Have an office located in the State at the time of award.

2.2.5 Monitoring and Evaluation

The criteria by which the performance of the contract shall be monitored and evaluated are:

A. Audits.

The DOH shall conduct periodic audits of staff training and requirements documentation to ensure the requirements of the contract are being met. If the DOH finds documentation for an individual insufficient, the Contractor shall remove and replace said staff from all subsequent work immediately upon notice;

B. Administrative Requirements;

C. Qualifications of staff;

D. Quality and timeliness of services; and

E. Timely submission of reports and correspondences.

2.3 DOH RESPONSIBILITIES

- (1) DOH shall be responsible for all refrigerated vaccine storage, packing, and preparation of Flu vaccine supplies utilized in SFAS clinics.
- (2) DOH shall be responsible for the procurement of all clinic supplies.
- (3) DOH shall be responsible for the provision of all school clinic location information and designated school liaison contact information.
- (4) DOH shall be responsible for the provision of a work space, computer, and access to office equipment.
- (5) DOH is responsible for oversight of any contract arising from this RFP.

2.4 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months and is intended to begin approximately on September 1, 2019 and end on August 31, 2020.

Unless terminated, the Contractor and the State may extend the term of the contract for five (5) additional twelve (12) month period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the Offer or as otherwise provided for in this RFP and shall be subject to allotment and the availability of funds.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Ronald Balajadia, (808) 586-8328, ronald.balajadia@doh.hawaii.gov or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

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

3.3 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted. In the event an Offeror submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the Offeror.

3.4 PROPOSAL PREPARATION COSTS

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

3.5 TAX LIABILITY

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

3.5.2 Federal I.D. Number and Hawaii GET License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii GET License I.D. number in the space provided on

Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.6 PROPERTY OF STATE

All proposals become the property of the State.

3.7 CONFIDENTIAL INFORMATION

- 3.7.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and shall not be withheld.
- 3.7.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 3.7.3 Pursuant to HAR §3-122-58, the Head of the Purchasing Agency or designee shall consult with the AG and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

3.8 EXCEPTIONS

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

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

3.9 PROPOSAL OBJECTIVES

- 3.9.1 One (1) of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.9.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

- 3.9.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.9.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 Scope of Work.
- 3.9.5 Offeror shall submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

3.10 PROPOSAL FORMS

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

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

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

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

3.11 PROPOSAL CONTENTS

Proposals must:

- 3.11.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.11.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.11.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general Scope of Work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.

3.11.4 Provide all of the information requested in this RFP in the order specified. Failure to provide said information shall negatively impact an Offeror's score.

3.11.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.

- a. Proposal Table of Contents (See Exhibit "B")
- b. Transmittal Letter
- c. Subcontractor Transmittal Letter
- d. Offer Form OF-1 (See Attachment 1)
- e. Offer Form OF-2 (See Attachment 2)
- f. Experience and Capabilities
 - 1) A complete, relevant, and current client listing.
 - 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - 3) A list of key personnel and associated resumes for those who will be dedicated to this project.
 - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - 6) A list of two (2) past performance examples of projects/contracts including points of contact, addresses, email, and phone numbers for each of the following:

Projects/contracts in which they coordinated providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics.
- g. Proposal including an overall strategy, timeline, and plan.
- h. Pricing. (See Attachment 2)

i. Exceptions.

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

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

j. Litigation.

The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

k. Other.

3.12 PROPOSAL SUBMITTAL

All mail-ins shall be postmarked by the USPS and received by the State purchasing agency no later than the submittal deadline indicated on the Proposal Mail-In and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:

- (1) Postmarked after the designated date; or
- (2) Postmarked by the designated date but not received within ten (10) days from the submittal deadline; or
- (3) Failure to obtain advance approval by the RFP Coordinator to mail-in the RFP; or
- (4) If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Faxed and electronic copies are not permitted, unless specifically approved by this RFP or the Procurement Officer.

3.13 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received, and receipt verified by two (2) or more procurement officials on or after the date and time specified in Section One, or as amended.

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

3.14 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request a BAFO from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.15 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.16 MISTAKES IN PROPOSALS

3.16.1 Mistakes shall not be corrected after award of contract.

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

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

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

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

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

proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

4.1 EVALUATION PROCESS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The procurement officer or an Evaluation Committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an Evaluation Committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing. Each applicant shall receive a notice of award/non-award, which shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

The evaluation will be conducted in three (3) phases as follows:

- Phase 1 – Evaluation of Proposal Requirements
- Phase 2 – Evaluation of Proposal Application
- Phase 3 – Reference Checks and Selection

4.2 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below.

4.2.1 Phase 1: Evaluation of Proposal Requirements

- a. A pre-screening of proposals will be conducted. Offeror must submit all required items and meet all qualifications listed. (See Exhibit “C”)
- b. Any proposal that does not include all of the required items or any Offeror that does not meet all of the qualifications will be deemed “unacceptable” and eliminated from further consideration.
- c. In addition, a review of the Offeror’s Exceptions will be conducted as part of the pre-screening.

4.2.2 Phase 2: Evaluation of Proposal Application

The award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

- a. The total number of points used to score this contract is 100.
 - 1) Program Overview (0 points)
 - 2) Experience (20 points):

- 3) Applicant provided two (2) examples of projects/contracts in which they coordinated providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics. Applicant has provided a description of projects/contracts, points of contact, addresses, email, and phone numbers are included.

- 3) Project Organization (35 points):

Both the "Organization-wide" and "Program" organization charts are attached and reflect the position of each staff (including position title, name, and full-time equivalency) and line of responsibility/supervision.

Organization Narrative clearly describes an approach and rationale for the structure, functions, and staffing of the proposed organization for the overall activities and tasks meet the objectives of the service activities.

- 4) Personnel (25 points):

Applicant's proposed On-Site Logistics Coordinator meets all the requirements specified in this RFP. Two (2) references were provided in full. Resume was provided.

Applicant provided a list of personnel which would be applicable to the work to be performed.

Applicant clearly describes their methodology for screening delivery staff, and checking, obtaining, and maintaining qualifications and requirements.

Applicant clearly describes their methodology for screening personnel, and checking qualifications, skills, and expertise to meet requirements of all staff.

Applicant clearly describes their methodology for obtaining and retaining documentation of adherence to all staff requirements.

- 5) Pricing (20 points)

Two (2) service rates [fixed unit monthly rate for logistics coordination and fixed unit rate per Oahu school for clinic supply delivery and recovery service] shall be evaluated on whether they are competitive and reasonable. Personnel rates must be reasonable and comparable to positions in the community.

b. Evaluation Scoring

Consensus scoring will be used by an Evaluation Committee reviewing the proposals using the following scale.

A 5-point rating scale will be used to rate the proposal contact. Only whole numbers will be assigned (1, 2, 3, 4, or 5), half numbers are not utilized in this rating scale.

5-Outstanding- (100% of points)

Exceeded required elements by clearly proposing additional services or strategies (providing details and specific examples) for implementation to achieve the RFP requirements. No major weakness or minor weaknesses were found.

4-Satisfactory-(80% of points)

Proposed service met the minimum requirements of the RFP. Had only minor weaknesses.

3-Marginally Adequate-(60% of points)

Provided a general response but the proposed services do not contribute towards the achievement of the RFP requirements. Had at least one (1) major weakness.

2-Unsatisfactory (40% of points)

Not all components were evident or only reiterated the wording of the RFP or other attached materials. Had more than one (1) major weakness.

1-Unresponsive (20% of points) Response did not answer the question.

0-No response given. (0 points) A response was not found.

Points shall be awarded to each criterion based on the score awarded by the Evaluation Committee.

Example:

A question worth two (2) points that receives a score of five (5) shall be awarded two (2) points. ($100\% \times 2 \text{ points} = 2 \text{ points}$)

A question worth two (2) points which receives a score of four (4) shall be awarded one point six (1.6) points. ($80\% \times 2 \text{ points} = 1.6 \text{ points}$)

Attached is a sample of the Evaluation Sheet that shall be used to evaluate proposal applications (See Exhibit "D"). Applicants shall receive a report similar to the attached when upon completion of the evaluation process.

4.2.3 Phase III: Reference Checks and Selection

Reference checks for Priority Listed Offerors shall be conducted. The final selection will represent the Offeror that is determined to be the most advantageous to the State based on the evaluation criteria listed in Section Four Evaluation Criteria.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an Evaluation Committee of at least three (3) qualified State employees selected by the Procurement Officer or the Head of the Purchasing Agency, shall evaluate proposals. The evaluation shall be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may limit the priority list to the three (3) highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in RFP Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting a BAFO, if necessary.

5.3 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR §§3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.4 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Price or commission quotes by the Offeror shall remain firm for a sixty (60) day period.

5.5 AWARD OF CONTRACT

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

5.6 RESPONSIBILITY OF OFFERORS

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

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing ("COGS") for entities doing business in the State.

The State shall verify compliance on HCE.

HCE. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the State's Department of Taxation ("DOTAX"), Federal Internal Revenue Service ("IRS"); Department of Labor and Industrial Relations ("DLIR"), and Department of Commerce and Consumer Affairs ("DCCA").

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the Certificate of Vendor Compliance ("CVC") is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If vendors/contractors/service providers are not compliant on HCE at the time of award, an Offeror shall not receive the award.

5.7 PROPOSAL AS PART OF THE CONTRACT

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

5.8 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.9 DEBRIEFING

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

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the

debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

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

5.10 PROTEST PROCEDURES

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

Mailing:

Steven Osa
c/o Meiko Arai
Disease Outbreak Control Division
P.O. Box 3378
Honolulu, HI 96801-3378

Hand-Delivery:

Steven Osa
c/o Meiko Arai
Disease Outbreak Control Division
1250 Punchbowl Street, Room 468
Honolulu, HI 96813

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

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

5.11 APPROVALS

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

5.12 CONTRACT EXECUTION

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

The initial term of the contract shall be for a twelve (12) month period starting on the official commencement date of September 1, 2019. The contract may be extended for up to five (5) additional twelve (12) month periods or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon sixty (60) calendar days prior written notice.

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

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

5.13 INSURANCE

5.13.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.13.2 The Contractor shall deposit with the State, on or before the effective date of the Contract, Certificate(s) of Insurance ("COI") necessary to satisfy the State that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the COI to the State during the entire term of the

Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

5.13.3 The Contractor will immediately provide written notice to the State and contracting department or agency should any of the insurance policies evidenced on its COI form be cancelled, limited in scope, or not renewed up expiration.

5.13.4 If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the State and IB an updated COI.

5.13.5 The COI shall contain the following clauses:

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

5.13.6 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.14 GENERAL PROVISIONS FOR GOODS AND SERVICES

The General Provisions for Goods and Services that shall be imposed contractually are attached hereto as Exhibit "E".

5.15 GENERAL CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT

The General Conditions that will be imposed contractually are attached hereto as Exhibit "F". Special Conditions may also be imposed contractually by the State, as deemed necessary.

5.16 OVERVIEW OF THE RFP PROCESS

An overview of the RFP process is attached hereto as Exhibit "G".

5.17 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.18 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the user agency and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor shall not commence additional work until a signed contract modification has been issued.

5.19 PAYMENT

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. When SFAS program clinic operations commence, the Contractor shall be compensated for each Oahu school clinic delivery and supply pick-up, based on the agreed upon fully burdened flat rate per school.

Failure to comply with submission of data and/or required reports shall result in payment delays until such data and/or reports are submitted.

Contractor shall submit data and/or required reports to:

Disease Outbreak Control Division
P. O. Box 3378
Honolulu, HI 96801-3378

5.20 CONTRACT INVALIDATION

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

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 INTELLECTUAL PROPERTY RIGHTS

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

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

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

Wages, hours, and working conditions of employees of Contractor supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

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

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

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

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

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

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.

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

6.4 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

6.5 AVAILABILITY OF FUNDS

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: TIME TABLE OF STOP FLU AT SCHOOL LOGISTIC ACTIVITIES
- Exhibit B: PROPOSAL TABLE OF CONTENTS
- Exhibit C: PHASE I: PRE-SCREENING PROPOSAL SUBMISSION CHECKLIST
- Exhibit D: EVALUATION SHEETS
- Exhibit E: GENERAL PROVISIONS
- Exhibit F: AG GENERAL CONDITIONS
- Exhibit G: OVERVIEW OF THE RFP PROCESS

**OFFER FORM
OF-1**

Services to Coordinate, Manage, Maintain and Provide Logistical Support for Statewide Stop
Flu at School Program School-Located Flu Mass-Vaccination Clinics
STATE OF HAWAII, DEPARTMENT OF HEALTH
RFP No. DOH-DOCD-460-19-01

Procurement Officer
Department of Health, State of Hawaii
1250 Punchbowl St., Rm 468
Honolulu, Hawaii 96813

Dear Procurement Officer:

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

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

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

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2**

The Applicant shall submit fully burdened fixed unit rates for the following:

Monthly rate for ongoing logistics coordination
Rate per Oahu school to support clinic supply delivery and recovery services

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

Time Table of Logistics Project Activities

First Quarter	January	<ul style="list-style-type: none"> • Hotwash/evaluation to identify strengths, weaknesses, and changes for future • Review and finalize inventory (develop ending inventory spreadsheet)
	February	<ul style="list-style-type: none"> • Review timeline for current year's program • Assess and solicit statewide clinic supply inventory
	March	<ul style="list-style-type: none"> • Review initial list of Department of Education (DOE) eligible schools – determine % of enrollment to use as estimate for Oahu clinic supply packing. • Prepare packing spreadsheet – enter DOE eligible schools
Second Quarter	April	<ul style="list-style-type: none"> • Finalize District Health Office (Neighbor Islands) Point of Contact (POC) list • Send clinic supply order forms to identified Neighbor Island contacts • Send Data Entry supply order form to SFAS Data Entry Team • Send Go-Kits & Prescreening supply order form to SFAS Admin Team • Order forms due by end of month • School registration deadline end of month <ul style="list-style-type: none"> ○ Request final list of DOE eligible school ○ Enter list of DOE eligible schools in packing spreadsheet
	May	<ul style="list-style-type: none"> • Consolidate Neighbor Island & all other orders (Consolidated SFAS Supplies Order Form Worksheet). Obtain Inventory after NI/Sections total for each supply item • EKit Supplies & Medications orders from Neighbor Islands are consolidated by IMB Pediatrician • Estimate Oahu supply needs <p>Notes:</p> <ul style="list-style-type: none"> • Estimate % of student count participating (e.g 30%, 40%) Obtain total number of students participating • Calculate Total Needed: <ul style="list-style-type: none"> ○ Some items do not need sum total, but total number of students participating based on % estimate (e.g. syringes, gauze pads, bandages, parent notification, stickers) ○ Reusable supplies do not need sum total. Use 2/3 of total for "Total Needed" (e.g. facial tissue, gloves, stapler, painter's tape) • Determine any in-kind supply requests • Determine supplies for DOH to order
	June	<ul style="list-style-type: none"> • Review/finalize in-kind donation requests and estimate additional "emergency supplies" needed for Oahu

Third Quarter	July	<ul style="list-style-type: none"> • Submit in-kind request totals to SFAS Admin & ensure DOH purchases are in-process.
	August	<ul style="list-style-type: none"> • Receive in-kind & DOH-purchased supplies • Recruit logistics temp to: <ul style="list-style-type: none"> ○ Pull from inventory, pack & ship supplies to NI ○ Pack Prescreening (PS) Kits ○ Pack Go-Kits • Obtain initial PS numbers (actual school vaccine uptake counts), adjust Oahu packing lists
	September	<ul style="list-style-type: none"> • Manage logistics temp, administrative and vaccine assistants • Obtain final school PS numbers • Adjust packout spreadsheet based on PS • Prepare final Oahu school clinic supply packing list. • Transfer supplies from DOH to warehouse/packing/storage location. • Discuss reminders, supplies, changes, weekly logs/documentation, procedures with warehouse staff and clinic delivery personnel (drivers). • Attend Clinic Manager training sessions and provide logistics updates and information to clinic staff.
Fourth Quarter	October	<ul style="list-style-type: none"> • Clinic season begins • Manage logistics temp, administrative, vaccine assistants, warehouse/packing and delivery personnel • Coordinate daily delivery and pick-up of clinic supplies. • Monitor deliveries and pick-ups to ensure efficient operations. • Provide all required reports and logs to SFAS Admin.
	November	<ul style="list-style-type: none"> • Manage logistics temp, administrative, vaccine assistants, warehouse/packing and delivery personnel • Coordinate daily delivery and pick-up of clinic supplies. • Monitor deliveries and pick-ups to ensure efficient operations. • Provide all required reports and logs to SFAS Admin.
	December	<ul style="list-style-type: none"> • Upon completion of clinics, ensure all clinic supplies are returned to DOH • Inventory, pack, label all unused and opened supplies • Organize storage site • Submit final inventory spreadsheet

PROPOSAL TABLE OF CONTENTS

Table of Contents

- Transmittal Letter
- Subcontractor Transmittal Letters (if applicable)
- Offer Form OF-1
- Offer Form OF-2
- Experience and Capabilities
- Proposal
- Pricing
- Exceptions
- Litigation
- Other

Exhibit "B"

RFP NO. DOH-DOCD-19-01

Phase I: Pre-Screening Proposal Submission Checklist

Offeror:

Any proposal that does not meet **all** of the following criteria will be deemed "unacceptable" and will be eliminated from further consideration.

	Yes	No	Comments
Offeror's proposal submission includes all items listed below.			
Transmittal Letter			
Transmittal Letter for each Subcontractor (if applicable)			
Offer Form OF-1 (authorized signature must be an original signature in ink)			
Offer Form OF-2 (authorized signature must be an original signature in ink)			
Overall strategy, timeline, and plan (A point-by-point response to each task and deliverable in Section 2)			
Experience and Capabilities (See Section 2.2.2)			
Pricing (Detailed Budget)			
Exceptions			
Offeror meets all qualifications listed below.			
The Project Manager has a minimum of two (2) years of college preferred, or high school diploma or equivalent with at least one year of applicable logistics management experience.			
The Project Manager has a minimum of three (3) years of experience providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics.			
The On-Site Logistics Coordinator has a minimum of Two (2) years of college preferred, or high school diploma or equivalent with at least one year of applicable logistics experience.			
The On-Site Logistics Coordinator has a minimum of one (1) year of experience working in an office setting.			
The On-Site Logistics Coordinator is proficient in Microsoft Office applications including Excel, Word, and Outlook as well as web access knowledge, internet skills.			
Offeror's proposal meets formatting requirement.			
The proposal is typed or word processed.			
Review of Offeror's exceptions to the terms, conditions, specifications, or other requirements of the RFP.			
Comments:			
Evaluator's Name:	Check one:		
Evaluator's Signature:	<input type="checkbox"/> Acceptable/Potentially Acceptable (Proceed to Phase II)		
Date:	<input type="checkbox"/> Unacceptable		

Phase II: Proposal Review
Cost

Offeror:

Date:

Evaluator's Name:

Category	Description	Rating	Comments
COST PROPOSAL (OFFEROR'S NARRATIVE BUDGET JUSTIFICATION)	<p>The Offeror's cost proposal and budget expenditure plan demonstrate support for the proposed work plan and requirements of the RFP.</p> <p>The Offeror's cost proposal is competitive, reasonable, and appropriate in meeting the requirements of this RFP and the goals and objectives of the project.</p>	<u> </u> /10	
COST CALCULATION OF MONTHLY RATE	<u>[[Lowest Price x 5 points (maximum)]]</u> [Offeror's Proposal]	<u> </u> /5	
COST CALCULATION OF OAHU SCHOOL DELIVERY RATE	<u>[[Lowest Price x 5 points (maximum)]]</u> [Offeror's Proposal]	<u> </u> /5	
TOTAL SCORE		<u> </u> /20	

For administrative use only:

Cost Score out of 20

Range Finders

- 5 = Addressed with comprehensive explanation and quality
- 3 = Addressed with minimal explanation and quality
- 1 = Addressed but no explanation is provided
- 0 = Not addressed

PHASE II: COST

Phase II: Proposal Review Experience and Capabilities

Offeror:

Date:

Evaluator's Name:

Category	Description	Rating	Comments
PROGRAM OVERVIEW (0 POINTS)	<ul style="list-style-type: none"> Applicant described the overall proposed project in detail 	_/0	
EXPERIENCE (TOTAL OF 20 POINTS)	<ul style="list-style-type: none"> Applicant provided two examples of projects/contracts in which they coordinated providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, preferably for school-located clinics or mass vaccination clinics. 	_/5	
	<ul style="list-style-type: none"> Applicant has provided a description of projects/contracts, points of contact, addresses, email, and phone numbers are included. 	_/5	
	<ul style="list-style-type: none"> Project Manager meets all the requirements <ul style="list-style-type: none"> Two (2) years of college preferred, or high school diploma or equivalent with at least one (1) year of applicable logistics management experience; Have a minimum of three (3) years of experience providing staffing and coordinating large-scale medical or clinical supply logistics planning, management and delivery services, 	_/10	

Range Finders

5 = Addressed with comprehensive explanation and quality

3 = Addressed with minimal explanation and quality

1 = Addressed but no explanation is provided

0 = Not addressed

PHASE II: EXPERIENCE AND CAPABILITIES

Page 1 of 3

Page 1 of 3

Category	Description	Rating	Comments
	preferably for school-located clinics or mass vaccination clinics.		
PROJECT ORGANIZATION (TOTAL OF 35 POINTS)	<ul style="list-style-type: none"> Both the "Organization-wide" and "Program" organization charts are attached and reflect the position of each staff (including position title, name, and full-time equivalency) and line of responsibility/supervision. Organization Narrative clearly describes an approach and rationale for the structure, functions, and staffing of the proposed organization for the overall activities and tasks meet the objectives of the service activities <ul style="list-style-type: none"> Ensuring timely supply shipping to all depots, including neighbor islands Ensuring and keeping accurate supply inventory Ensuring timely pick-up, delivery and return on Oahu Ensuring timely emergency and extra supplies deliveries/pick-ups on Oahu 	<u> </u> /5	
PERSONNEL (TOTAL OF 25 POINTS)	<ul style="list-style-type: none"> On-site Logistics Coordinator meets all the requirements <ul style="list-style-type: none"> Two (2) years of college preferred, or high school diploma or equivalent with at least one (1) year of applicable logistics experience At least one (1) year of experience working in an office setting Must be proficient in Microsoft Office applications including Excel, Word, and Outlook as well as web access knowledge and internet skills 	<u> </u> /5	

Range Finders

5 = Addressed with comprehensive explanation and quality

3 = Addressed with minimal explanation and quality

1 = Addressed but no explanation is provided

0 = Not addressed

Category	Description	Rating	Comments
	<ul style="list-style-type: none"> Applicant provided a list of personnel which would be applicable to the work to be performed 	<u> </u> /5	
	<ul style="list-style-type: none"> Applicant clearly describes their methodology for screening delivery staff, and checking, obtaining and maintaining qualifications and requirements. 	<u> </u> /5	
	<ul style="list-style-type: none"> Applicant clearly describes their methodology for screening personnel, and checking qualifications, skills and expertise to meet requirements of all staff. 	<u> </u> /5	
	<ul style="list-style-type: none"> Applicant clearly describes their methodology for obtaining and retaining documentation of adherence to all staff requirements. 	<u> </u> /5	
TOTAL SCORE SUM PAGES 1-3		<u> </u> /80	

For administrative use only:

Experience and Capabilities Score __ out of 80

Range Finders

- 5 = Addressed with comprehensive explanation and quality
3 = Addressed with minimal explanation and quality
1 = Addressed but no explanation is provided
0 = Not addressed

GENERAL PROVISIONS FOR GOODS AND SERVICES

HAWAII REVISED STATUTES (HRS) CHAPTER 103D

Attached are the General Provisions, dated April 2013 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions as these provisions will also be made part of the contract for goods and services.

**GENERAL PROVISIONS
FOR
GOODS AND SERVICES**

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1. DEFINITIONS OF TERMS

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

a. BID

Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.

b. BID PROPOSAL GUARANTY OR SECURITY

The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the STATE and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.

c. CONTRACT

Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.

d. CONTRACT BOND

The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.

e. CONTRACTOR

An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.

f. DAYS

Days mean calendar days unless otherwise specified.

g. GENERAL CONDITIONS

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

h. GENERAL PROVISIONS

General Provisions are standard terms and conditions.

i. HAR

Hawaii Administrative Rules

j. HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

k. HRS

Hawaii Revised Statutes

l. IFB

Invitation for Bids

m. OFFER

An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.

n. OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.

o. PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

p. PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.

q. PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

r. RFQ

Request for Quotes

s. RFP

Request for Proposals

t. SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for quotes ("RFQ") used in the small purchases process, or a request for proposals ("RFP"), used in the competitive sealed

proposal process for the purpose of obtaining quotes, bids or proposals to perform a STATE contract.

u. SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

v. SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

w. STATE

STATE means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.

x. SURETY

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

y. WORK

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. COMPETENCY OF OFFEROR

Prospective offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive.

The purchasing agency reserves the right to visit an offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

3. OFFER INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions and any Special Provisions, and other documents referenced in or attached to the solicitation shall be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the offer.

4. PREPARATION OF OFFER

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on the offeror's behalf.

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late offer or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

6. DISQUALIFICATION OF OFFERORS

An offeror shall be disqualified and his offer automatically rejected for any one of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated; or offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29 (1), HAR.

An offeror may be disqualified and his offer rejected for any one or more of the following

reasons: offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with the STATE or having defaulted on previous contracts; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated, if required; or offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former STATE contracts at the time of issuance of solicitation.

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the STATE or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. STANDARDS OF CONDUCT

All offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
 - (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
 - (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
 - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- b. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, offeror agrees to comply

with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

10. ACCEPTANCE OF OFFER

- a. Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.
- b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

11. EXECUTION OF CONTRACT

The following subsections shall not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the STATE shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.
- b. No such contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

- c. Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only STATE but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of STATE. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the STATE in contracting for any project involving financial aid from the Federal government.

12. CONTRACT BOND

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the STATE at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation. ‘
- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in Section 7. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

13. FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 30 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required under Section 7, into the State Treasury as a realization of the STATE. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the STATE.

14. RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to cancel the solicitation. At such time, all offer guaranties, except surety bonds, will be returned.

15. PAYMENT

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

payments greater than that allowed by §103-10, HRS, as amended.

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

16. DELIVERY EXTENSIONS

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the STATE in its solicitation requirements, and all goods must be delivered with the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the STATE of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgement, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The STATE shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The STATE reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

17. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, 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 Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. 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 Contract, 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 Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - 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. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - 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.

Exhibit "F"

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- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- 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 Contract, 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.

4. Nondiscrimination. No person performing work under this Contract, 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.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent 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 Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, 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 Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer 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 Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further 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 the 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 Contract 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 further period to which the parties shall have agreed, the Agency procurement officer 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 Contract.
- 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 schedule or contract price, or both, and the Contract 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 Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer 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 Contract.
- 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 provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer 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 Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE 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 Contract 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 the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State 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 Contract. Upon request of the CONTRACTOR, the Agency procurement officer 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 Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. 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 13d, "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 14.
- 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 Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. 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 subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. 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 Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (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 Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer 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 the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract 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 Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within 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 Agency procurement officer 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 Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes 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 Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, 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 any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, 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 HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) 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; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments 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 Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments 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 Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, 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 Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, 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 Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE 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 STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, 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 Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. 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 Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract 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 STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

OVERVIEW OF THE RFP PROCESS

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 5.3 Proposals shall be received on the date, time, and place indicated in the RFP. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- 5.4 The Procurement Officer, or an Evaluation Committee approved by the Procurement Officer or Head of the Purchasing Agency, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three (3) responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an Evaluation Committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.5, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an Evaluation Committee shall make its recommendation. The Procurement Officer shall award the contract to the Offeror whose proposal is

determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- 5.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.**
- 5.11 The Procurement Officer or an Evaluation Committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an Evaluation Committee shall conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.**
- 5.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State.**