

Date: January 21, 2021
To: Potential Vendors
Subject: Request for Quotations #FY 21-0311

The East Hawaii Region, d.b.a. Ka'u Hospital ("HHSC"), a division of the Hawaii Health Systems Corporation, an Agency of the State of Hawaii, is soliciting quotations for:

Ka'u Hospital Courier Services

The East Hawaii Region desires to hire a qualified contractor to provide courier services between Kau Hospital and Hilo Medical Center, delivering various goods between the two Facilities, and other locations as requested.

The term of an Agreement shall be for a period of two (2) years with services beginning March 12, 2021. The Agreement may be extended for a period up to three (3) additional one (1) year terms, upon execution of a Supplemental Agreement signed by both parties.

If you, or your company is interested in providing these services, please provide a written quotation and response no later than **4:30 PM HST, Thursday, February 4, 2021**. The quotation must address and contain, at a minimum, the following:

1. A list of relevant experiences demonstrating a minimum of three (3) years of providing courier services for similar size organizations.
2. A current copy of the CONTRACTOR's commercial vehicle insurance in the amounts listed in the General Conditions.
3. Written acknowledgement agreeing to provide the services and stating that you or your firm are qualified pursuant to requirements of the Scope of Services.
4. A detailed cost quotation outlining all costs, broken out by line item, with a lump-sum amount to perform the services.

The **SCOPE OF SERVICES** are as follows:

1.0 EXPERIENCE / REQUIREMENTS: The CONTRACTOR shall have a minimum of three (3) years' experience in providing courier services at similar sized facilities, have the necessary licenses and registrations to provide the services requested, and perform the courier services in accordance with the following requirements:

A. PURPOSE

HHSC desires to enter into an agreement with a qualified contractor to provide courier services between Kau Hospital (1 Kamani Street, Pahala, Hawaii 96777) and Hilo Medical Center (1190 Waianuenu Avenue, Hilo, HI 96720) (collectively, the “Facilities” and each, a “Facility”). The successful respondent (“CONTRACTOR”) shall deliver the required materials in a timely manner between the two Facilities, and other locations as requested. HHSC is requesting for a fixed fee per trip cost. HHSC will not consider any proposal requesting any additional surcharges or fees other than those mentioned herein.

B. GENERAL REQUIREMENTS

1. The CONTRACTOR shall furnish all equipment, supplies and personnel necessary to provide transportation services of various materials between the Facilities identified within the Scope of Services.
2. Each trip (“Trip”) shall begin at Kau Hospital and shall consist of traveling to Hilo Medical Center, and returning to Kau Hospital.
3. The Technical Representative, identified in Section 3.0, is responsible for scheduling each Trip, not expected to be more than one per day.
4. Materials to be transported may vary, including but are not limited to, the following:
 - a. Laundry
 - b. Equipment and Supplies
 - c. Fragile biomedical equipment
 - d. Pharmaceuticals
 - e. Oxygen tanks
 - f. Inter-facility mail and other documents
 - g. Bio-hazardous materials (once a month)
5. CONTRACTOR is responsible for providing the correct size vehicle to safely transport the materials. The vehicle(s) used and any personnel providing services hereunder shall meet all Federal, State, and County laws and regulations for the requested services.
6. Pick-up and delivery of materials shall be on Monday, Wednesday, and Fridays during regular working hours 8:00 a.m. to 4:00 p.m.
7. CONTRACTOR will load and unload materials and place them in the Facility as requested by the respective Facility staff.
8. The CONTRACTOR shall provide the name and number of a contact person that HHSC Staff can notify should a Trip need to be rescheduled or canceled.

9. HHSC shall not be charged if it cancels or modifies a scheduled Trip more than two (2) hours in advance of the scheduled time. If a scheduled Trip is cancelled or modified less than two (2) hours from the scheduled time, a reasonable fee not to exceed the Cost-Per-Trip fee, may be charged; provided, however, that no such fee shall be imposed if HHSC or Hospital Staff make reasonable efforts to notify CONTRACTOR of the cancellation or modification more than two hours prior to the scheduled time.
10. All employees of the CONTRACTOR shall wear uniforms or ID badges displaying the name of the CONTRACTOR's company when providing courier services for HHSC.
11. The CONTRACTOR shall not alter, disturb, or harm any of the materials to be transported. The CONTRACTOR will be held responsible for any lost, damaged, misdelivered or missing items.

C. AS-NEEDED SERVICES

1. From time to time, HHSC may require the CONTRACTOR to make additional Trips or as-needed stops to pick up materials for a Facility.
2. For additional Trips between the Kau Hospital and Hilo Medical Center Facilities, the CONTRACTOR will be compensated the current Trip rate.
3. For all other pick-ups requested by HHSC, the CONTRACTOR will be paid the current per mile rate listed in the Pricing and Compensation Section.
4. When as-needed services are requested, the CONTRACTOR shall arrive at the appropriate Facility within two (2) hours of the initial request.

D. ESCALATION CLAUSE

1. In the event of a significant increase in fuel costs during the term of the Agreement, the escalation process described herein shall only apply to the percentage of the Cost per Trip or As-Needed Services pricing which directly is related to fuel costs and identified in Sections 4.0.C and 4.0.D, and may be implemented, at HHSC's discretion, with proper documentation from the CONTRACTOR.
2. Price escalation requests shall be submitted in writing to the Contracting Officer no less than 30 days in advance of the effective date of the requested escalation. Upon receipt of such notice, HHSC reserves the right to either:
 - a. Accept the escalation as competitive within the general market place at that time based on substantiated invoice information

submitted by the vendor and published market indicators for the industry; or

- b. Cancel any unused balance of the contract as of the effective date of the requested price escalation.
5. The benchmark fuel price for the purpose of this escalation clause shall be the daily average regular fuel price for the Hilo metro area as reported by the AAA Daily Fuel Gauge Report (<https://gasprices.aaa.com/?state=HI#state-metro>) listed for the effective date of the Agreement. Price increases will only be considered upon presentation of invoices or sales receipts from the CONTRACTOR'S fuel providers demonstrating that the CONTRACTOR'S fuel prices have significantly increased in relation to the benchmark fuel price, and evidence of a corresponding significant increase to the average regular fuel price in the Hilo metro area as reported by the AAA Daily Fuel Gauge Report.
6. Offerors shall provide a percentage, listed in Sections 4.0.C and 4.0.D, for calculating the fuel cost portion of the Trip. The percentage of increase from the benchmark fuel price shall be used to calculate the amount of increase to the fuel cost portion of the cost per Trip amount. The increase to the fuel cost portion of the Trip cost will be added to the original Trip cost to determine the new monthly Trip cost.

2.0 SCHEDULES AND MEETINGS

The CONTRACTOR shall schedule a kickoff meeting, and then as necessary at the request of HHSC or CONTRACTOR, to first to review the work and Facility requirements, and then as needed to address any outstanding concerns.

3.0 TECHNICAL REPRESENTATIVE

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

Ka'u Hospital
Merylyn Harris
Hospital Administrator
808-932-4200
mharris@hhsc.org

The requested **PRICING AND COMPENSATION** is as follows:

4.0 PRICING SCHEDULE

In accordance with the Request for Quotations, General Conditions, Special Conditions, Addendums (if any), the Contractor proposes to furnish at its own expense all necessary labor, materials, tools and equipment to provide the services in accordance with the Scopewith according to the true intent and meaning of the Agreement’s plans, specifications and requirements, all for the Lump Sum Proposal Amount, **including all applicable taxes**, as follows:

- A. **Cost Per Trip** (Kau Hospital to Hilo Medical Center to Kau Hospital) \$ _____
- B. **As-Needed Services** (Cost per mile) \$ _____/mile
- C. **Fuel Cost** (Offeror to identify a percentage of the Cost Per Trip, listed in Section 4.0.A above that is directly related to fuel costs.) _____
- D. **Fuel Cost** (Offeror to identify a percentage of the Cost Per Trip, listed in Section 4.0.B above that is directly related to fuel costs.) _____
- E. No other charges shall be permitted than those listed above.
- F. The CONTRACTOR shall invoice Ka’u Hospital upon successful completion of the services described herein.

5.0 GENERAL REQUIREMENTS:

- A. Prior to providing the requested services, CONTRACTOR shall submit a current certificate of insurance listing Ka’u Hospital as additionally insured in the amounts listed in the attached General Conditions.
- B. Please submit your quotation no later than the due date and time stated above to:

HHSC / Hilo Medical Center
 Contract Management
 1190 Waianuenue Avenue
 Hilo, Hawaii 96720
 Attn: Jeffrey E. Dansdill, Senior Contracts Manager

- C. Quotations should be submitted via email to jedansdill@hhsc.org or facsimile (808-933-2973) prior to the due date and time. No hardcopy is required. HHSC will not provide any reimbursement for the cost of developing or presenting quotes in response to this RFQ.
- D. Included for your review are the General Conditions, along with the Special

Conditions, which will be part of any subsequent contract that may be awarded.

6.0 VENDOR SELECTION:

- A. Quotations received will be reviewed on a “Best Value” basis with the contract award being offered to the vendor whose quote is deemed to be in the best interest of Hilo Medical Center. Vendor selection will be based on the following criteria:
1. Firm’s or Contractor’s qualifications and experience
 2. Qualifications, experience and location of key technicians
 3. Price/fee response
 4. Value-Added
 5. References (If requested)

Please direct all inquiries pertaining to this request for quotation to my attention via email at jedansdill@hpsc.org. We hope your company will consider submitting a proposal.

Regards,



Jeffrey E. Dansdill
Senior Contracts Manager
East Hawaii Region

Enclosures

HAWAII HEALTH SYSTEMS CORPORATION GENERAL CONDITIONS (SHORT FORM)

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

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

agents, contractors, and subcontractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, contractors, and subcontractors who provide financial, business office, personnel, coding, medical records information systems, and/or clinical services at any of the HHSC facilities to review the posted orientation materials and participate in any compliance training programs HHSC may require.

12. **BUSINESS ASSOCIATE ADDENDUM.** By signing this Agreement, CONTRACTOR acknowledges that CONTRACTOR may be a Business Associate of HHSC within the meaning of the federal privacy and security laws as stated in 45 C.F.R. Parts 160 and 164, Subparts A, C, and E. CONTRACTOR further acknowledges that CONTRACTOR has read the Business Associate Addendum, which is posted on the HHSC internet site (<http://www.HHSC.org/BAA>). If CONTRACTOR is a Business Associate as defined in the above laws, said Business Associate Addendum is hereby incorporated by reference and made a part of this Agreement as if fully repeated herein. By signing this Agreement, CONTRACTOR agrees to fully comply with, and be bound by, all terms set forth in the Business Associate Addendum, as it may be amended from time to time.
13. **INSURANCE.** The CONTRACTOR shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement general and professional liability insurance issued by an insurance company authorized to do business in the State of Hawaii in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate. HHSC shall be named as an additional insured under the CONTRACTOR'S policies for any liability arising out of or resulting from occurrences during or in connection with the performance of the CONTRACTOR'S services under this Agreement. At the request of HHSC, CONTRACTOR will provide HHSC a certificate of insurance showing compliance with these provisions. CONTRACTOR shall carry workers' compensation insurance in accordance with applicable law.
14. **CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-355, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit any such contribution from any person for any purpose during any period.
15. **ACCEPTANCE OF GOODS AND SERVICES.** HHSC shall accept goods and services or give CONTRACTOR notice of rejection within a reasonable time, notwithstanding any payment, prior test, or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance with the specifications, shall relieve CONTRACTOR of any obligations under this Agreement or impair any rights or remedies of HHSC.
16. **DISCOUNT AND REBATE.** CONTRACTOR hereby acknowledges its obligations to comply with any and all requirements imposed upon it as a seller under 42 U.S.C. Sec.1320a-7b(b)(3)(A) and 42 C.F.R. Sec. 1001.952(h) Discounts.
17. **ACCESS TO HHSC NETWORK AND SYSTEMS.** CONTRACTOR may be given access to some of the HHSC computer network and systems in order to fulfill the terms of the Agreement. CONTRACTOR agrees to follow and to require all agents, employees, and subcontractors to also follow the Information Technology and Confidentiality policies

summarized and posted on the HHSC Procurement internet site (www.hhsc.org/GC) and to comply with such other instructions as provided by HHSC in the use of HHSC computer systems. CONTRACTOR shall not use the HHSC systems or data for any purpose other than to fulfill its duties under this Agreement.

18. **COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem cost and transportation expenses under this Agreement is subject to the following limitations:
 - a. Reimbursement for air transportation shall be actual cost or coach class airfare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowance (i.e., hotel and meals) shall be \$145 per day, which consists of \$85 for hotel and \$60 for food, computed on quarter days. No other travel or living expense (e.g., tips, entertainment, alcohol, etc.) shall be reimbursed by HHSC, other than those items listed in subparagraphs a and b, above. Invoices shall document the days of travel by including the name of the traveler, itinerary, airfare receipt, hotel receipt, and ground transportation receipts. All travel must be pre-approved by the HHSC technical representative.
 - c. CONTRACTORS with an office located on the same island as the site of the services to be provided pursuant to this Agreement are not entitled to per diem or transportation expense reimbursement unless explicitly specified in the Agreement.
19. **PROMPT PAYMENT OF SUBCONTRACTORS.**
 - a. **Generally.** Any money paid to a CONTRACTOR shall be disbursed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes regarding payment.
 - b. **Final Payment.** Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract. CONTRACTOR shall comply with Haw. Rev. Stat. Chapter 103, as applicable.
20. **CONFIDENTIALITY OF MATERIAL.**
 - a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
 - b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F.HRS.
21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the

same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile/electronic executions or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

[End of Document]

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the following:

1. The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

2. The CONTRACTOR must provide written notice to East Hawaii Region's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contracting Officer may, upon receipt of such written notice, immediately terminate this Agreement if the Contracting Officer or HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.