
EAST HAWAI`I REGION
HAWAI`I HEALTH SYSTEMS CORPORATION

REQUEST FOR PROPOSALS

HHSC FY 24-0237

**TECHNOLOGY AND CONSULTING SERVICES RELATED TO CLINICAL
DOCUMENTATION IMPROVEMENT PROGRAM**

Hawaii Health Systems Corporation
East Hawaii Region
1190 Waianuenu Avenue
Hilo, Hawaii 96720

AN AGENCY OF THE STATE OF HAWAII

Due Date for Proposals
in Response to this Solicitation:

January 17, 2024

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SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

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

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as “Closing Date for Receipt of Proposals,” is delayed, the rest of the timetable dates may be shifted by the same number of days.

	ACTIVITY	SCHEDULED DATES
1.	RFP Public Announcement	January 3, 2024
2.	Closing Date for Receipt of Questions	January 10, 2024
3.	Addendum for HHSC Response to OFFEROR’S Questions	January 12, 2023
4.	Closing Date for Receipt of Proposals	January 17, 2024 - No Later Than 2:00 p.m., HST
5.	Proposal Evaluations	January 18-23, 2024
6.	Proposal Discussions including demos and oral proposals (optional)	January 24-26 2024
7.	Best and Final Offers (optional)	January 29-31, 2024
8.	Contractor Selection/Award Notification (on/about)	February 2, 2024
9.	Contract Start Date	March 1, 2024

1.3 ISSUING OFFICER

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

Sam Nelson Regional Compliance and Contracts Officer
Hilo Medical Center
1190 Waianuenue Avenue, Hilo, HI 96720
Phone: (808) 932-3113 FAX: (808) 933-2793
Email: snelson1@hhsc.org

1.4 **SUBMISSION OF QUESTIONS**

Questions are to be submitted via email to snelson1@hhsc.org

- IMPORTANT -

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

All written questions will receive a written response from HHSC and become addendums to the RFP. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.

1.5 **RFP AMENDMENTS**

HHSC reserves the right to amend the RFP any time prior to the ending date for "Proposal Submission Deadline" date, identified above.

1.6 **CANCELLATION OF RFP**

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

1.7 **PROTESTS**

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

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

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

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

SECTION 2
SCOPE OF SERVICES

2.0 BACKGROUND

- 2.0.1 Hilo Medical Center (HMC) is a 140-bed acute care sole community hospital in Hilo, Hawaii. HMC reported 8,034 discharges in CY 2022, including 2,214 Medicare and 4,448 Medicare Advantage discharges and 1,337 HMSA (Blue Cross) discharges paid on a DRG basis. In FY 2022, HMC saw 5,900 surgeries and 55,000 emergency department visits. HMC and sister hospital ambulatory clinics saw 109,000 visits in the same period. HMC's medical staff comprises 250 physicians, physician assistants, and Advanced Practice Registered Nurses representing 33 specialties.
- 2.0.2 HMC initiated a clinical documentation improvement (CDI) program in April 2015 and has realized improved clinical documentation as a result. HMC implemented the program with the help of an outside consultant but without technology to support the program. CDI specialists review an average of 22 charts daily, and coding and CDI queries are delivered using spreadsheets and email. The CDI team has no physician advisor, and providers use speech recognition software. The case mix index (CMI) for 2022 and 2023 YTD is 1.7.
- 2.0.3 HMC is seeking a long-term solution for the CDI program and Health Information Management (HIM). More specifically, HMC seeks to acquire technology and consulting services that will:
- Provide computer-assisted identification of query opportunities
 - Prioritize cases for review
 - Improve productivity
 - Drive improved clinical outcomes through better data capture and reporting
 - Streamline queries and query response
 - Help develop staff
 - Embrace novel technologies like artificial intelligence and natural language processing
 - Ensure the viability of the CDI/HIM program
- 2.0.4 Although HMC's current focus is hospital/inpatient, it is exploring expansion to outpatient CDI. Please include this as a separate line item in proposal submissions.
- 2.0.5 HMC recognizes that coders, quality reviewers, and CDI specialists work in the same electronic health record (EHR) and sometimes analyze similar data. HMC does not use computer-assisted coding.

2.1 EXPERIENCE

- 2.1.1 The successful Offeror shall have a minimum of five (5) years' experience selling and implementing similar clinical documentation improvement program and query software as it is proposing herein. Offeror, if not the developer of the Software, shall be an authorized licensed reseller in good standing with the company it is proposing.

2.1.2 The Offeror shall have adequately trained staff for both the initial implementation and ongoing support. A listing of staff that would be assigned to work with HMC, along with their qualifications and certifications (if any), shall be included with their proposal.

2.2 TERM

2.2.1 HMC is requesting a term of the Agreement being three (3) years, starting with consulting services for CDI/HIM improvement, transitioning to software selection and implementation, and ending with consulting follow-up and software support / maintenance services.

2.2.2 The implementation of these services and software shall be in accordance with the scheduling requirements listed in Section 2.3.5 below.

2.2.3 As an entity of the State of Hawaii, HMC shall require the agreement to include a Termination for Convenience section for HMC, with a ninety (90) day termination clause.

2.3 SCOPE OF SERVICES

2.3.1 Consulting Services - Hilo Medical Center is seeking technology and corresponding consulting services to support the hospital's efforts in the areas of the CDI/HIM program, and coding queries. The consulting services at a minimum shall consist of the following tasks:

- A. Implementation of a technology solution that assists in the development of staff, aids in driving improved documentation/financial performance, and helps to create a sustainable CDI/HIM program.
- B. Implementation of technology in three functional areas: CDI, OP and coding queries.
- C. Upfront training for up to 3 CDI specialists, CDI supervisor, 3 IP coders and 1 coding supervisor.
- D. Quarterly performance reviews and feedback to CDI/HIM staff
- E. Proposal should segregate licensing costs, training costs, implementation fees, and ongoing consulting costs.
- F. Proposal should include software updates and upgrades at no additional cost.
- G. Proposal should segregate costs by year over a three-year period.
- H. Proposal should provide a description of how the training will be conducted and whether the training is on-site or off-site, live data vs. demo data, one-on-one training or classroom training, etc.
- I. Proposal should describe the nature of the quarterly reviews, duration of the reviews, etc.

2.3.2 CDI/HIM Software - HMC recognizes that there are myriad products on the market, and no two products are identical. Therefore, HMC will be evaluating technology solutions based on several criteria. Evaluation criteria that may be included in the evaluation process are:

- A. Software minimizes manual entry by the staff.
- B. Software pulls discrete data elements/scanned documents from the E.H.R. and inserts those elements into the software.
 - i. Software is able to read PDF files.
- C. Software prioritizes the patient accounts that the staff should review.

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- D. Software incorporates a coding queries templates and/or coding queries guidelines— inpatient and outpatient.
 - E. Software contains standard queries to be routed to physicians
 - i. Indicate the number of standard queries available.
 - F. Software facilitates the process of communicating queries to physicians.
 - i. The ability to use a secure mobile application to respond to inpatient and outpatient queries is desirable.
 - G. Software includes reports/report-writing for KPIs: Physician response, query agreement and CDI productivity (daily, weekly, monthly, yearly).
 - H. Software contains powerful ROM/SOI/CMI information and robust reports on same, sufficient to drive improved clinical outcomes.
 - I. Software enables concurrent coding queries of inpatient/outpatient charts.
 - J. Software contains an NDC drug reference.
 - K. Software interfaces with a 3M encoder.
 - L. Software aids in the development of new staff and facilitates the ongoing development of experienced staff.
 - M. Software will enhance staff productivity.
 - N. Strength of references.
 - O. Track record.

2.3.3 Desired Consultant Skills - HMC seeks a relationship with a vendor who can provide both the needed technology and the expertise to implement, develop, and maintain the skills of the staff who support the CDI/HIM program. In addition, HMC seeks a partnership in which the vendor provides periodic oversight of our CDI/HIM program to ensure a high performing program. Responses to the RFP should include a description of implementation process and timeframe, the quarterly reviews, a description of how current/new staff would be trained, etc.

2.3.4 Fees - Offerors are to provide a 3-year cost projection that includes the software, the implementation, the training, and the ongoing quarterly reviews described above. The cost projection should be broken down by year and type of expense. In addition, the proposal should stipulate the cost of a “boot camp” or extensive training to any new staff members that might be hired during the 3-year term of the contract.

2.3.5 Schedule – The offeror is to provide a detailed implementation schedule based on a March 1, 2024 contract start date. The schedule is to contain milestones and any anticipated delays / roadblocks.

2.3.6 Policy Compliance - The Contractor shall adhere to HMC’s safety, quality, and security policies, including but not limited to;

- A. HHSC East Hawaii Remote Access Policy (4660906)
- B. I.T. Vendor Standards and Compliance (4351634)

2.4 SOFTWARE COMPATIBILITY

2.4.1 Computer applications or programs that the Contractor may use, that require an interface with the HOSPITAL, must be compatible and able to interface with our current Electronic Medical Records system, MEDITECH. The Hospital is currently using Meditech Expanse 2.1, and will

transition to Meditech Expanse 2.2 on June 3, 2024. MEDITECH features an HL7 interface, and the hospital has interface experts on staff.

2.5 EAST HAWAII REGION RESPONSIBILITIES

The East Hawaii Region shall provide:

- 2.5.1. Document/Data: Access to all documents and data required for the efficient performance of services.
- 2.5.2. Technical Representatives, as described below in Section 2.6.

2.6 TECHNICAL REPRESENTATIVE

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

Shelly Demello RN, CCDS
Quality Manager – CDI/Core Measures
Hilo Medical Center
1190 Wainuenue Ave
Hilo Hawaii 96720
808-932-3178

SECTION 3
PROPOSALS

3.1 PROPOSAL PREPARATION

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below. The proposal, at a minimum, shall include the categories identified below.

- A. The information identified below;
- B. The pricing information identified below;
- C. Proposal Transmittal Cover Sheet, Appendix A;
- D. Acceptance or Notifications of Clarifications of our General Conditions, Appendix B;
- E. Standards of Conduct Declaration, Appendix F; and

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

The General Conditions (Appendix C), the Special Conditions (Appendix D) and the Specifications contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they will govern all items and services provided under the contract.

3.2 DISQUALIFICATION OF PROPOSALS

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

3.3 ELECTRONIC DOCUMENTS:

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

3.4 SUBMISSION OF PROPOSALS

OFFEROR is to submit its Proposal to the Issuing Officer no later than the "Closing Date for Receipt of Proposals", identified in Section 1, paragraph 1.2. Proposals received after this time/date may be rejected. Proposals are to be submitted to snelson1@hhsc.org via email. With a hard copy to file to Hilo Medical Center 1190 Waianuenue Ave
Hilo, HI 96720
Attn: Sam Nelson Regional Compliance and Contracts Officer

3.4.1. Confidential Information:

-
- A. If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.
 - B. The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. HHSC cannot guarantee that designated data will be kept confidential.
 - C. If approved, such confidential information shall be removed from the public record.
 - D. An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.
 - E. All proposals and other material submitted by OFFERORS become the property of HHSC and may be returned only at HHSC's option.

3.5 PROPOSAL INFORMATION

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

3.5.1. Technical Proposal:

The Offerors should prepare their technical proposals to highlight all the elements of Scope of Service the Offeror's program meets. The Offeror's experience and past performance providing the requested services will be evaluated on the extent of its success in managing and integrating projects relevant to that defined in this Solicitation and General Requirements. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References. References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, **two (2) professional references** for similar services provided over the last three (3) years that would demonstrate the Offeror possesses an understanding and the experience in providing the required services.

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

should provide an **organizational chart** which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and HHSC.

3.5.2 Proposed Method of Approach:

The Offeror should utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the requirements of the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3.5.3 Cost:

The evaluation of the category of Cost, as requested in RFP Section 4.0, shall be based on the prices, as indicated on the **Compensation and Fee Schedule** submitted with Offeror's proposal.

HHSC is not required to respond to each Offeror for further negotiations, even though that option is available.

3.5.4. Additional Information:

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

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

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

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

- 3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contracting Officer prior to the date of Receipt of Questions as listed in the RFP Timetable.
- 3.7.2 If an Offeror includes in its proposal exceptions that are not covered by paragraph 3.7.1, above, and that are not approved in writing by the Contracting Officer, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.7.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

3.8 OFFEROR'S RESPONSIBILITY

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

3.9 DISCUSSIONS

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

SECTION 4

COMPENSATION & FEE SCHEDULE

Vendor Name _____

4.0 PRICING SCHEDULE

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

ITEM	AMOUNT
4.0.1 Consulting Services (In accordance with the Section 2.3.1 of the Scope of Services of the RFP Document)	\$ _____
4.0.2 Software Implementation (In accordance with the Section 2.3.2 of the Scope of Services of the RFP Document)	\$ _____
4.0.3 TOTAL PROPOSAL AMOUNT (Amount to Include Sections 4.0.1 and 4.0.2 above)	\$ _____

4.0.4 DETAILED PRICING BREAKDOWN – The Offeror is to provide a detailed pricing of its proposed solution with two separate price breakdowns, one breakdown for Consulting Services, and a second for Software Implementation as requested above and in the RFP document.

4.1 HHSC shall pay Offeror for services performed, as designated by the Pricing Proposal submitted with the Offer, for equipment furnished and services rendered pursuant to this agreement, inclusive, all-in arrears, subject to the prior receipt of the following written documentation, which must be included in the invoice for services:

- A. the date(s) of the service(s) performed;
- B. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- C. the dollar amount of work completed; and
- D. signed and dated by the Offeror’s delegated signatory.

4.2 The Offeror's invoice is due to that facility by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due SIXTY (60) days after receipt of Offeror’s invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.

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

SECTION 5 EVALUATION

5.1 INTRODUCTION

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

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4..... Proposal Discussions (**optional**)
- Phase 5..... Best and Final Offer (**optional**)
- Phase 6.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below shall be based upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Specifications"; and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?" Failure to meet or submit any mandatory requirement ("no pass") with the proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- A. Proposal Transmittal Cover Sheet (Appendix A)
- B. Acceptance (or Notification of Clarifications) document (Appendix B)
- C. Technical Proposal (Experience & Method of Approach)
- D. Cost Proposal (Completed Compensation & Fee Schedule)
- E. Proposal Submission Checklist (Appendix E)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror's technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.3 PHASE 3---COST PROPOSAL EVALUATION

Evaluation of the cost proposal shall be conducted using the cost proposal category identified in Section 4 and paragraphs 5.3, the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.4 PHASE 4--PROPOSAL DISCUSSIONS (OPTIONAL)

HHSC may shortlist the number of Offerors being considered based upon initial evaluation of the proposals, to hold discussions with Offerors and/or conduct product demonstrations. Offeror’s proposals may be accepted without discussions. HHSC shall inform Offerors of specific discussion topics and issues; and, schedule discussions proceedings.

5.2.5 PHASE 5--BEST AND FINAL OFFER (OPTIONAL)

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

5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall make a recommendation of its proposal evaluation findings/rankings and provide recommendation for award of contract to the head of the purchasing agency.

5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
	<u>Value Weight</u>
Technical Proposal	
Experience & Expertise of Firm / Key Personnel	30%
Method of Approach to Scope of Services.....	40%
Compensation	<u>30%</u>
TOTAL.....	100%

5.4 EVALUATION SCORING SYSTEM

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

The evaluation categories are assigned a value percentage, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and assign a score based on the total percentage points

available for that category. For example, if the percentage points for Experience and Expertise of the Firm are 40%, the maximum number of points that can be awarded in that category are 40. The Offeror's total score will be determined by having the Evaluation Committee assign points in each category to each Offeror based on their evaluation of that section of the Offeror's proposal; and totaling the score for all categories.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest cost will receive the highest available rating allocated to costs (i.e., it will receive a rating of 30 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

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

6.2 CONTRACT AWARD NOTIFICATION

An official "notice of award" notification will be provided to the successful Offeror; and, a "notice of non-award" notification shall be provided to all un-successful Offerors.

6.3 CONTRACT DOCUMENT

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

6.4 GENERAL CONDITIONS

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

**PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY 24-0237**

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

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

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

Federal Tax Identification No.: _____

Contractor's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____ Facsimile No.: _____

Certification

The undersigned has carefully examined the Specifications outlined in this RFP and the general and special conditions presented in the proposal packet and hereby proposes to furnish at his own expense all labor and all items necessary to complete all work as shown and called for therein, all according to the true intent and meaning of the plans, specifications, general and special conditions. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

24-0237
ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

Offerors Acceptance or Notification of Clarifications and Exceptions to the following GENERAL CONDITIONS:

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

Signature: _____

Title: _____

Or

_____, Offeror, has the following clarifications and exceptions to the following General Conditions:

(Please attach additional pages, as required)

GENERAL CONDITIONS

PROPOSAL SUBMISSION CHECKLIST

<u>Items Submitted</u>	<u>For HHSC Use</u>	
_____	_____	Proposal Received "On-Time"
_____	_____	Proposal Transmittal Cover Sheet (Appendix A)
_____	_____	Official Business Letterhead
_____	_____	Authorized Signature
_____	_____	Acceptance (or Notification of Clarifications) document (Appendix B)
_____	_____	Technical Proposal
_____	_____	References
_____	_____	Organizational Chart
_____	_____	Method of Approach
_____	_____	Pricing Schedule & Compensation
_____	_____	Pricing Information
_____	_____	Not To Exceed Amount
_____	_____	Other Mandatory Items:
_____	_____	Non-Acceptance of "Specifications" Requirement(s)
_____	_____	All Data and Information Required by the RFP
_____	_____	Proprietary Documents Request (if any)
_____	_____	Proposal Submission Checklist
_____	_____	Standards of Conduct Declaration

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

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

CONTRACTOR

By: _____
Title: _____
Date: _____

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

END OF DOCUMENT

24-0237