

Date February 4, 2026
To: Potential Offerors
Subject: Request for Quotations #FY 26-0312

The East Hawaii Region, d.b.a. Hilo Benioff Medical Center (“HBMC”), a division of the Hawaii Health Systems Corporation, an Agency of the State of Hawaii, is soliciting quotations for:

“3rd Party Warehouse Storage and Transport Logistics Contractor”

The requested services are for the Hilo Benioff Medical Center’s need for immediate storage, delivery processing, and supply delivery logistics across sites of the East Hawaii Region.

If your company is interested in providing a quotation, please provide a written quotation via email to hschneider@hhsc.org no later than **February 12, 2026 by 5:00 PM HST**. The quotation must address and contain, at a minimum, the following:

- A list of relevant experience with similar projects preferring ability to demonstrate three (3) years of providing similar services preferably for a healthcare or government client.
- Written acknowledgement agreeing to provide the services and stating that you or your firm are qualified pursuant to requirements of the Scope of Services.
- Organizational Chart.
- Provide a detailed overview, visual aids preferred, of the proposed space and logistics regarding the requested services.
- A detailed cost quotation outlining all costs, broken out by line item-by month, with a lump-sum amount to perform the services for each month, each year, and across the complete two (2) year duration of the potential agreement. Provide a single lump sum for the two (2) year contract duration, as outlined in Section 4.0.
- Evidence to secure a lease or purchase desired location to provide services.

1.0 The Project’s **SCOPE OF SERVICES** is as follows:

1.1 The **CONTRACTOR** shall provide immediate storage, delivery processing, and supply delivery logistic services as outlined:

- Infrastructure Requirements:
 - Must obtain Commercial Warehouse Building
 - Minimum Square Footage 6,000.
 - Must accommodate at least 280 standard pallets.

- Property zoning must accommodate warehousing—all responsibility for zoning adherence will be the responsibility of the CONTRACTOR.
 - CONTRACTOR’s selected site must be able to accommodate the loading and unloading of supply trucks at least 24 Feet in length.
 - CONTRACTOR to ensure that the warehouse can accept delivery vehicles at scheduled windows by outside vendors and is solely responsible to ensure that deliveries do not result in unnecessary traffic congestion that may unduly impact the surrounding area.
 - HBMC will assist in logistics, to the extent possible, via inventory vendors and transport.
 - Warehouse must be secure and enclosed, complete responsibility of the CONTRACTOR.
 - Warehouse must allow designated HBMC staff 24-Hour Access.
 - If CONTRACTOR, is using a mixed space to store, HBMC supplies. All HBMC supplies must be stored separately and accessible to designated HBMC staff in a 24-Hour capacity.
 - CONTRACTOR will have video surveillance with recording capacity and will immediately provide HBMC access, upon written or verbal notification.
 - CONTRACTOR will obtain fiber connections with Hawaiian Tel ISP, allowing to critical connections to HBMC.
 - CONTRACTOR will provide a small work station for one (1) HBMC designated staff member during normal and typical work hours.
 - At the request of HBMC, CONTRACTOR may be required to store temperature-sensitive supplies within its warehouse facilities. HBMC shall provide reasonable advance notice to enable CONTRACTOR to make the necessary accommodations and to furnish documentation demonstrating that the temperature within any designated storage area will be maintained at or below 77 degrees Fahrenheit. In the event the temperature exceeds this threshold, CONTRACTOR shall ensure that an immediate notification system is in place to promptly alert designated HBMC personnel. CONTRACTOR shall bear sole responsibility for any and all costs associated with complying with these storage and monitoring requirements.
 - CONTRACTOR is responsible for maintaining a warehouse storage site that is free from infestation and must take preventive actions in a scheduled manner to maintain this environment; which can be requested by HBMC for review.
 - CONTRACTOR to maintain the appropriate electrification of the property allowing for any use after typical business hours Monday-Friday, as outlined by HBMC.
- Support Requirements
 - CONTRACTOR to provide Forklift(s) with applicable rating and lifting capacity to accommodate storing and pallet orientation.
 - CONTRACTOR to provide Pallet Jack(s) with ability to accommodate materials handling, pallet breakdowns, and inventory cycling.
 - CONTRACTOR to provide applicable pallet shelving to accommodate and meet storage specifications.
 - CONTRACTOR to allow, with all applicable documentation, the use of warehouse materials handling equipment up to and including pallet jack(s) and

- fork lift(s) with current up to date credentials by designated HBMC staff.
 - Written notification and data necessary to create a file will be necessary, for HBMC designated staff.
 - Any damage that is done or sustained, by HBMC staff member while utilizing properly serviced equipment of the CONTRACTOR will be the responsibility of HBMC.
- Staffing Requirements
 - CONTRACTOR to provide and maintain minimum staffing levels supporting uninterrupted warehouse and transport services, during normal and typical work hours, as specified by HBMC, Monday through Friday.
 - Likely 2.0 FTEs.
 - CONTRACTOR must be able to have staff support a HBMC disaster response as directed by a designated HBMC staff member.
 - CONTRACTOR must have staff with current and fork lift certifications, at all times—PIT.
 - CONTRACTOR must have staff with current and valid HAZWOPER training, at all times.
 - CONTRACTOR must have staff that can promptly and accurately inventory supplies.
 - CONTRACTOR must have staff with current and valid First Aid/AED training, at all times.
- Coordination Requirements
 - CONTRACTOR and all staff must agree to privacy clause that will prevent any discussions regarding what is stored within the HBMC off campus site, due to public health implications, in the event of a disaster.
 - CONTRACTOR must demonstrate and provide Liability Insurance, Fire Insurance, Theft Insurance, Flood Insurance, Worker’s Compensation Insurance, Damage Insurance, Disaster Insurance that is current and valid at all times. Any designated HBMC staff member can request and obtain these policy face sheets.
- Transportation Service Requirements
 - CONTRACTOR must provide use of a Box Truck that can accommodate 6-8 pallets.
 - CONTRACTOR responsible for securing and access to delivery transportation that can make deliveries to the acute HBMC campus, Ka’U Hospital campus, Honoka’a Hospital Campus, Rural Health Clinics in Keaau, Rural Health Clinics in Pahoia, Rural Health Clinics in Puna Kai, and additional HBMC locations as they become online.
 - CONTRACTOR to determine the vehicles necessary for supporting these requested services.
 - Vehicles must allow for protection from elements in delivery process.
 - Vehicles must allow for ability to offload, accept palletized and other materials at destinations.
 - Vehicle operators must have a valid and current license at all times.
 - If vehicle is a commercial sized vehicle that requires a specialized license (CDL) then it must be valid and current at all times.

- Vehicle registration and insurance must be valid and current at all times, and immediately available to a designated HBMC staff member upon request.
- 1.2. There is a viable business rationale that warrants the urgent submission and processing of this RFQ. Within the Supply Room at HBMC, we have substantial project that will incapacitate the ability to maintain Supply Room functions as they exist today. Within the next few months two (2) massive infrastructure project will commence that each will create disruptions that are not viable to a HBMC as we grow to meet the needs of the community we serve. The initial project, will remove one of loading bays completely for a duration of eighteen (18)-twenty-four (24) months, as we commence construction work on the Family Birthing Unit. The second interruption that will cause a complete disruption of the entire Supply Room, as the floor will be trenched to repair/replace sewer piping that is located at least ten (10) feet below the concrete floor of the existing Supply Room. It is anticipated that this project will run concurrently with the aforementioned project and will involve a six (6) to twelve (12) profound disruption of Supply Room services.
- 2.0 The **CONTRACTOR'S REQUIREMENTS** are as follows:
- 2.1 CONTRACTOR is responsible for all elements of these contracted services.
- 2.2 CONTRACTOR must present a single monthly invoice for all work associated with these services that have been presented within this RFQ.
- 2.3 CONTRACTOR is responsible to obtain and maintain all applicable licenses and permits associated with the Scope of Services outlined within this RFQ, with all applicable parties that include but are not limited to the county of Hawaii and state of Hawaii.
- 2.4 CONTRACTOR is responsible to obtain a lease or purchase property and to provide documentation of this data to HBMC, upon request.
- If Lease of property, CONTRACTOR and Property Owner must have a clause in the lease that allows HBMC to have the **“Right of First Refusal”** in the event that the lease is broken by the CONTRACTOR, or in the event that CONTRACTOR moves to an alternative location, or that the Property Owner removes CONTRACTOR from lease for cause, or if lease term is discontinued. Clause must be verified by designated HBMC staff member.
 - If leasing, property must currently have HVAC or by end of agreement term twenty-four (24) months, CONTRACTOR to have completed HVAC system install at own cost. Failure to meet these conditions will result in agreement not getting extended.
 - CONTRACTOR is aware that the initial term of any potential agreement for the RFQ outlined services is twenty-four (24) months, and there will be an extension clause, if agreed to by both parties in a Supplemental Agreement, will extend the services by an additional twenty-four (24) months.
- 2.5 CONTRACTOR understands that there will be no reimbursement for any start-up costs or close down costs associated with this potential agreement, as a result of this RFQ.
- 2.6 CONTRACTOR understand that there will be no reimbursement for any expense that is

realized by the CONTRACTOR in support of the contracted services, other than the regularly monthly invoice agreed to by both parties, in the event of an acceptance of quote provided and development of a potential agreement.

Vendor Name: _____

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

3.1 Pricing Schedule: In accordance with the attached Specifications, General Conditions, Special Conditions, and all information contained within, the Offeror submits a Total Not To Exceed Price for the “**3rd Party Warehouse Storage and Transport Logistics Contractor**” including all applicable taxes as follows:

_____ DOLLARS(\$ _____)

Offeror is requested to provide a price breakdown of their 2 year total lump sum price and a price by month.

3.2 The successful CONTRACTOR shall invoice HBMC, at a minimum, monthly for their services, or in a manner mutually agreeable to both parties.

4.0 GENERAL REQUIREMENTS:

4.1 Quotations are to be provided digitally; no paper copies will be accepted:

hschneider@hpsc.org

Frank Schneider, Senior Contract Manager, Issuing Officer

4.2 Quotations should be submitted via email to hschneider@hpsc.org prior to the due date and time. Only digital copies of quotations, will be accepted. HBMC will not provide any reimbursement for the cost of developing or presenting quotes in response to this RFQ. In the event a quotation size exceeds 25mb, you may submit via a ShareFile link, provided below, with email notice to Frank Schneider ahead of the close of this RFQ.

<https://hawaiihealthsystemcorporation.sharefile.com/r-re8f308b69c9049a79be6bc0875768a81>

Upon review of received quotations, HBMC will have sole discretion to answer any/all questions provided based upon review of qualified quotations received.

4.3 Included for your review are the General Conditions and Special Conditions which will be part of any subsequent contract that may be awarded. Participation in this RFQ, equates with an acceptance of the General Conditions, as presented.

5.0 **VENDOR SELECTION**

- 5.1 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 HBMC. Vendor selection will be based on the following criteria:
- A. Firm’s qualifications and experience
 - B. Qualifications, experience and location of key technicians
 - C. Price/fee response
 - D. Schedule of Providing Requested Services-Greatest attention to offeror with ability to immediately commence services, upon agreement award.
 - E. Value-Added
 - F. References (If requested)
- 5.2 HBMC reserves the right to has targeted quote discussions with any offeror, it wishes.
- 5.3 HBMC reserves the right to modify, alter, or even terminate this RFQ, at its sole discretion.
- 5.4 HBMC will utilize the RFQ document as a part of any potential agreement, even though it is not directly attached to the document.

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

We hope your company will consider submitting a proposal.

Regards,

Frank Schneider
Senior Contract Manager
East Hawaii Region
Hilo Benioff Medical Center

Enclosures
Attachment A- General Terms and Conditions

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.

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.

c. 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://bit.ly/HHSC-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(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.
- d. 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. MATERIALS. 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. DATA. 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.

- a. 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.

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