



FOUNDED ON CARE • BUILT ON TRUST

Notice of Request for Proposal

RFP Title & Description	Summit Healthcare Association Document Destruction
Offeror Inquiries Due Date/Time	Friday, July 2, 2021 at 5:00 p.m.
Pre-proposal Conference	Tuesday, July 13, 2021 at 8:00 a.m.
Proposal Due Date/Time	Friday, July 30, 2021 at 5:00 p.m.
Anticipated Award Date	Monday, August 16, 2021
Anticipated Contract Start Date	Wednesday, September 15, 2021
Contract Owner Contact Information	Laurie Riegert, Director of Environmental Services (928) 537-6791 lriegert@summithealthcare.net 2200 E. Show Low Lake Road Show Low, Arizona 85901
How to Submit Proposal	Via email to: lriegert@summithealthcare.net With Subject Line of Email stating: "Offer for Summit Healthcare Association Document Destruction Services"

Late Proposals will not be considered.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Contract Owner named above. Requests should be made as early as possible to allow time to arrange the accommodation.

OFFER AND ACCEPTANCE

OFFER

The undersigned Offeror agrees, by their signature below, to provide all services solicited pursuant to this Request for Proposal, in accordance with the terms and conditions stated herein, including all exhibits, attachments and amendments, and final proposal revisions (if any).

Company Name ("Offeror")

Tax ID Number

Company Address

Phone Number and Email Address

City, State and Zip Code

Contact Name

Signature of Person Authorized to Sign Offer

Title

Printed Name

Date

By signature above, Offeror certifies:

1. The submission of this offer did not involve collusion or other anti-competition practices.
2. Offeror is not currently, and has not been previously, excluded from participation in, or the payment or reimbursement from, the Medicare program, the Medicaid program, or any other governmental reimbursement or payment programs.
3. Offeror will comply with, and will cause its affiliates, employees, and agents to comply with, the requirements of all applicable laws, rules, and regulations, including, without limitation, the Social Security Act, the Federal Stark Law, the Federal Anti-Kickback Statute ("AKS"), the Federal False Claims Act, the Federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and all other applicable State and Federal laws and regulations, as each of the foregoing may be amended from time to time. Offeror also acknowledges that Summit Healthcare Association has in place a Compliance Program designed to promote compliance with all applicable laws, regulations and other requirements. Offeror will abide by the Compliance Program at all times during the term of this Agreement.

Acceptance of Offer

The accepted offer shall be incorporated into the Contract. Offer has been accepted, including any and all exhibits, attachments and amendments by signature and Award Date listed below. The Offeror, henceforth the "Contractor" shall commence provision of services after notification of award and receipt of, as applicable, either Purchase Order or written notice to proceed.

Contract Name

Contract Number

Award Date

Contract Start Date

Contract Owner, Summit Healthcare Association Signatory

Title

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1. SCOPE OF WORK

1.1 Overview of Summit Healthcare Association (“SHA”)

SHA is a not-for-profit healthcare organization in the beautiful White Mountains of Northeastern Arizona. The Summit Healthcare Regional Medical Center, with 101 licensed beds, responds to the health care needs of more than 90,000 permanent and seasonal residents living in a 3,000 square mile area. SHA’s Outpatient Pavilion, Outpatient Surgery Center, Cancer Center, eight family medicine and urgent care clinics, and many other specialties and services serve the White Mountain community, as well as working in partnership to serve our local tribal communities. SHA has 195 Physicians and Allied Health Professionals and more than 1200 hospital and clinic employees.

SHA’s mission is to provide patients with exceptional, compassionate care, close to home. Our vision is to be the health system of choice. For the past 50 years, SHA has taken critical steps to achieve these goals by investing millions of dollars in equipment and technology and by attracting outstanding physicians and providers representing a wide variety of specialties. SHA’s values guide our work - patient-first care, quality and safety, teamwork, respect, accountability and communication.

SHA is committed to serving our patients in an ethical, legal, and responsible manner, consistent with our organization’s mission, vision and values. We strive to provide high quality services in compliance with all applicable laws, regulations, and guidelines, as well as Summit’s policies and procedures.

1.2 Parties to the Contract

The awarded contract will be between SHA and the awarded Contractor.

1.3 Services Background and Overview

SHA is a Covered Entity as defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the Final Omnibus Rule (collectively “HIPAA”). As a Covered Entity, SHA has specific obligations to ensure compliance with HIPAA, and to protect patient privacy. These obligations include safeguarding our patient’s Protected Health Information (“PHI”) in all forms, including but not limited to paper documents, medical records and electronic PHI (“ePHI”). Protecting patient privacy and confidentiality is one of SHA’s highest priorities.

1.4 Purpose of the Solicitation

SHA requires ongoing, reliable, cost-effective and efficient document destruction services. These services shall be provided on a routine, scheduled monthly basis at all SHA locations, and in compliance with the National Institute of Standards and Technology (NIST) Special Publication 800-88, [“Guidelines for Media Sanitation.”](#)

1.5 Requirements

The awarded Contractor shall comply with all NIST standards for Media Sanitation. SHA anticipates paper documents to be the primary documentation sent for destruction. Accordingly, Contractor shall, “Destroy paper

using cross cut shredders which produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in.) in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. (2.4 mm) security screen. Destroy microforms (microfilm, microfiche, or other reduced image photo negatives) by burning.” Contractor shall provide both “Hard Copy” and electronic (aka “Soft Copy”) sanitation and destruction services, using “Clear, Purge, Destroy” methodology as defined by NIST.

Contractor shall provide locked receptacles for each SHA location, including *each department* within a location (such as Summit Healthcare Regional Medical Center and Outpatient Pavilion) to house documents for destruction, in a size adequate to securely contain such documents between pick-ups. Individual receptacle placement and adequacy of size of receptacle shall be determined between Contractor and SHA. All receptacles shall be identified by number, code, or other means of individual identification by location placed.

Contractor shall comply with all SHA policies and procedures, including but not limited to infection control standards.

Contractor shall be informed of, and use, specified entrance and exit locations within each location listed below.

Contractor shall propose a pick-up schedule encompassing each SHA location:

Location	Departments within Location	Address	City, State & Zip
Summit Healthcare Regional Medical Center	Emergency Department ICU MedSurg 1 MedSurg 2 MedSurg 3 Women & Infant Services Orthopedic Center of Excellence Labor & Delivery Senior Behavioral Health Laboratory Pharmacy Radiology Women's Imaging Cath Lab Cardio-Pulmonary Pacemaker Clinic Therapy Services IV Therapy BioMed Inpt/Outpt Surgery Registration Surgery Outpatient Admitting	2200 E. Show Low Lake Road	Show Low, AZ. 85901
SHA Outpatient Pavilion	Floor 1: Therapy/Rehab Services Cardiac/Pulmonary Rehab Pharmacy Serenity Spa Occupational Health (*temporary location) Diagnostic Imaging Lab Draw Wound Care Floor 2: Urology Orthopedics General & Vascular Surgery Cardiology - Heart, Lung & Vascular Plastic/Reconstructive Surgery Pulmonology Sleep Center Floor 3: Family Medicine Internal Medicine Pain Management	4951 S. White Mountain Road., Building A	Show Low, AZ. 85901

	Pediatrics		
SHA Administration Building	Environmental Services Materials Management Compliance, Privacy and Risk SHMA Practice Management Accounting & Payroll Health Information Management Quality/Staff Development Medical Staff Services Administration Human Resources	4951 S. White Mountain Road., Building C	Show Low, AZ. 85901
Outpatient Surgery Center	Reception/Business Office	4951 S. White Mountain Road., Building B	Show Low, AZ. 85901
SHA Cancer Center/Oncology		2500 E. Hunt Drive	Show Low, AZ. 85901
SHA Information Technology		2500 E. Hunt Drive	Show Low, AZ. 85901
SHA Home Health		5171 Cub Lake Road, Building B, Suite 270	Show Low, AZ. 85901
SHA PSS Authorizations/Referrals		5171 Cub Lake Road, Building B, Suite 280	Show Low, AZ. 85901
SHA Healthy Steps		316 W. White Mountain Road	Lakeside, AZ. 85929
Family Medicine Show Low		320 E. Deuce of Clubs	Show Low, AZ. 85901
Family Medicine Blue Ridge		728 E. White Mountain Boulevard, Suite A	Pinetop, AZ. 85935
Family Medicine Snowflake		590 S. Main Street	Snowflake, AZ. 85937
Family Medicine Snowflake/Taylor		1121 S. Main Street	Snowflake, AZ. 85937
Bison Ranch Clinic		2352 Quarter Horse Trail	Overgaard, AZ. 85933
Mountain Avenue Clinic		606 N. Main Street	Eagar, AZ. 85925
Family Medicine St. Johns		625 N. 13th West Street	St. Johns, AZ. 85936
Family Medicine Holbrook		1401 W Florida Street	Holbrook, AZ. 86025
SHA Podiatry (Hall Foot & Ankle)		5171 Cub Lake Road, Building B, Suite 230	Show Low, AZ. 85901
SHA Behavioral Wellness		2051 E. Evergreen Lane, Suite A	Show Low, AZ. 85901

1.6 Deliverables

1.6.1 Contractor shall provide locked receptacles for each SHA location, including *each department* within a location listed at 1.5. All receptacles shall be identified by number, code, or other means of individual identification by location placed.

1.6.2 Pursuant to a route schedule agreed to and memorialized in writing by Contractor and Contract Owner, Contractor shall collect documents for destruction from each of the SHA locations listed at 1.5 at least monthly. Contractor's representative shall sign in with each location's manager, or their designee, upon arriving at the location.

1.6.3 Contractor shall ensure sanitation (destruction) of all documents picked up from all SHA locations. SHA prefers document sanitation be performed on site at SHA.

1.6.4 Contractor shall provide a Certificate of Destruction ("COD") for each location/receptacle which meets the requirements of Appendix G of NIST [Special Publication 800-88](#). The CODs shall be remitted to Accounts Payable with the invoice via email on a monthly basis, with a copy emailed to Contract Owner.

1.6.5 On a monthly basis, Contractor shall invoice SHA. Invoices shall contain, at minimum, the information listed at 1.8.

1.6.6 Contract is considered a Business Associate of SHA, and Parties shall enter into a Business Associate Agreement relative to services provided to SHA.

1.7 Pricing

Offeror shall provide a firm, fixed price for each Deliverable listed in *Attachment A: Cost Proposal*. This fixed price per Deliverable shall include any proposed costs related to travel, incidentals or per diem.

1.8 Invoicing and Terms of Payment

Awarded contractor shall submit a written, monthly invoice to SHA pursuant to the terms of the Contract, noting submission and/or completion of requisite Deliverables that will support payment of the invoice. Each invoice shall provide the following information, as applicable:

- SHA assigned contract name and number;
- Deliverable description and/or Deliverable number (as applicable);
- Purchase Order number;
- Name of Contact Owner;
- Date(s) of service;
- List of locations/departments serviced;
- Certificates of Destruction (COD); and
- Signature and title of Contractor's authorized representative.

Each invoice shall have adequate support documentation attached.

Unless otherwise described in the Contract, all invoices shall be submitted via email to: payables@summithealthcare.net. If it is not possible for the Contractor to submit invoices by email, hard copies may be mailed to:

Summit Healthcare Association
2200 E. Show Low Lake Road
Show Low, Arizona 85901
ATTN: Accounts Payable

SHA shall pay Contractor's invoices within 30 days from date of receipt by SHA, as long as the invoice comports with the above requirements.

1.9 Governance

SHA's Leadership team and Board, as appropriate, shall govern the terms of this Contract. The individual listed as the Contract Owner is responsible for the contracting process and implementation, as well as day to day operations and enforcement of the terms and conditions of the Contract. The Contract Owner may assign a designee to oversee day to day operations, or provide clarification of the scope of work or terms and conditions of the Contract.

2. DEFINITIONS

- Attachment – Any item an Offeror must submit as part of its Offer in response to an SHA Request for Proposal (“RFP”).
- Authorized Signatory - An individual who has legal authority to bind the Offeror to contract with SHA.
- Best and Final Offer – Offeror’s final offer in response to a SHA Request for Proposal (“RFP”), submitted after negotiations are completed, which details Offeror’s most auspicious terms related to services, pricing and product offerings.
- Contract - The totality of the fully executed Contract, Exhibits, the SHA Solicitation, the Offer, Attachments, any Best and Final Offers, any Solicitation Amendments or Contract Amendments, and any terms applied by law.
- Contract Amendment - A written alteration, change, clarification or correction of a SHA Contract, signed by the Parties for the purpose of making changes to the original Contract.
- Contract Owner - The listed individual who is responsible for the contracting process, contract implementation, ownership, day to day operations and enforcement of the terms and conditions of an SHA Contract.
- Contractor – The individual or entity which has been awarded a contract with SHA.
- Days – Calendar days, unless otherwise specified.
- Deliverables – All items, documents, products and services the Contractor is required to deliver pursuant to its contract with SHA.
- Exhibit – A document or paper introduced as part of an underlying SHA Request for Proposal (“RFP”) or Contract which is incorporated by reference.
- Invitation for Bids (“IFB”) – A call to Offerors to submit a pricing or cost proposal for a specific product or service sought by SHA.
- Material Omission - Any fact, data, or other information excluded from an Offer or Contract, the absence of which may lead to incorrect, inaccurate or flawed conclusions following reasonable review of such Offer or Contract.
- May – Denotes permissible, not mandatory.
- Milestone - The required completion date for a specific task or Deliverable, or group of tasks or Deliverables identified as noted in the Statement of Work.
- Offer – A response to an SHA Solicitation.

- Offeror – An individual or entity that responds to a SHA Solicitation.
- Party and Parties – SHA and/or the Contractor with respect to a Contract.
- Request for Proposal (“RFP”) – A document prepared by SHA which describes services or products sought, and which directs a prospective Offeror how to prepare an Offer.
- Scope of Work (“SOW”) – A detailed description of the provisions of the services and products required by SHA which specify the terms and conditions, expectations, performance, obligations, outcomes, work and/or results to be achieved by the Contractor.
- Shall, Must – Denotes mandatory, not permissible.
- Should – Denotes a SHA recommendation; however, it is not mandatory.
- Solicitation - An Invitation for Bids (“IFB”) or a Request for Proposals (“RFP”).
- Solicitation Amendment - A written document that is authorized by the Contract Owner and issued for the purpose of making changes to the Solicitation.
- Summit Healthcare Association or “SHA” - Summit Healthcare Association and its affiliates and subsidiaries, including but not limited to Summit Healthcare Regional Medical Center (“SHRMC”), Summit Healthcare Medical Associates (“SHMA”), and White Mountain Surgical Partners (“WMSP”).

3. UNIFORM TERMS AND CONDITIONS

3.1 Certificate of Insurance

Offeror shall include in its Offer a statement that they will provide SHA with a Certificate of Insurance within 5 business days of being notified of an award of Contract. Such insurance shall include not less than a combined single limit of \$5,000,000 for general liability, as well as worker's compensation, medical malpractice (as applicable to Contract) and other insurance consistent with industry standards, covering Offeror's directors, officers, employees, agents and subcontractors' acts and omissions. Offerors who become Contractors shall provide SHA with a Certificate of Insurance upon execution of the signed Contract. Contractors shall ensure all insurance policies identified herein remain in full force and effect for the term of the Contract and any extension thereof. Contractor shall provide SHA with prior written notice of any adverse change in its insurance coverage, such as changes in limits, or notice of cancellation, cancellation or non-renewal.

3.2 Collaboration

Offeror, if awarded a Contract with SHA, agrees to participate collaboratively to address any unforeseen issues that may arise relative to the services or products provided pursuant to the Contract, and work with SHA to develop and implement solutions acceptable to both Parties.

3.3 Compliance with Laws

Any Contract entered into pursuant to an SHA Solicitation shall be governed by the laws of the State of Arizona. Further, each Party shall comply with all applicable federal, state and local statutes, rules and regulations, and it shall be deemed a material breach of Contract if a Party fails to comply with this requirement.

3.4 Independent Contractors

Any Contract entered into pursuant to an SHA Solicitation is not intended to create an agency or joint venture arrangement between the Parties. The relationship between the Parties will be as "independent contractors." Each Party acknowledges that it is solely responsible for the acts, errors and omissions of its directors, officers, employees, agents, and/or subcontractors.

3.5 Confidentiality

Parties may need information that may be in the possession of the other Party for purposes of fulfilling the terms and conditions of the Contract. Each Party will provide such information and cooperate with the requests for information from the other Party. Both Parties will maintain as confidential the terms and conditions of the Contract. Both Parties will treat medical records and Protected Health Information of SHA patients as confidential and comply with all federal and state laws and regulations regarding the confidentiality of patient records, including but not limited to the HIPAA privacy and security regulations. If the Contractor is deemed by SHA to be a Business Associate as defined under HIPAA, the Parties will implement a Business Associate Agreement as part of execution of the Contract.

3.6 Offshore Work Prohibited

SHA is an Arizona Medicaid services (the Arizona Health Care Cost Containment System, or “AHCCCS”) provider. Accordingly, any services that are described in the SOW solicitation which involve access to secure or sensitive data or PHI shall be performed within the United States and its Territories.

3.7 Warranty of Service/Products

The Contractor warrants that all services and/or products provided under a Contract will conform to the requirements stated herein and applicable law. SHA’s acceptance of services and/or products provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, SHA may, at the Contractor’s expense, require prompt correction of any services/products which fail to meet SHA’s SOW and terms and conditions listed herein.

4. SPECIAL TERMS AND CONDITIONS

4.1 Term and Termination

4.1.1 **Initial Term** The Contract shall be effective for an initial term of three (3) years from the Effective Date (the "Initial Term"). Pricing shall be fixed and guaranteed during this three year term, unless and until terminated in accordance with the terms of the Contract. Thereafter, pricing shall not exceed 3% increase or GPI, whichever is lower.

4.1.2 **Termination without Cause.** After the first anniversary of the Effective Date, either party may terminate this Contract without cause upon ninety (90) days' advance written notice to the other Party.

4.1.3 **Termination for Cause.** Notwithstanding anything herein to the contrary, in the performance by either Party of any term, covenant, condition or provision of this Contract, each of the following shall be considered a material breach of Contract by Parties:

- a. Failure to comply with its obligations under applicable state and federal laws and regulations, as they exist at the time the Contract is executed and as they are amended or superseded, for so long as the Contract is in place.
- b. Failure to confirm to the requirements of the Solicitation for service/products.
- c. Material non-compliance with any provision(s) of this Contract that is not cured within thirty (30) days' written notice to non-compliant Party.

In the event of such material breach, the Parties shall immediately, upon notice by either Party to the other, initiate negotiations in good faith to resolve matters listed above. If the Parties are unable to resolve the matter within thirty (30) days after the commencement of such negotiations, either Party may, at its option, terminate this Contract effective immediately upon written notice.

4.2 Dispute Resolution

4.2.1 **Meet and Confer.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, shall attempt to reach a just and equitable solution satisfactory to both Parties.

4.2.2 **Arbitration.** If any dispute between the Parties arising out of or relating to this Contract is not resolved through an informal dispute resolution process, it shall be settled by mandatory arbitration administered in accordance with the terms of this paragraph. Either Party may initiate arbitration by providing written notice to the other. In the event of arbitration, the Parties will jointly appoint a mutually acceptable arbitrator. If the Parties are unable to agree upon such an arbitrator within thirty (30) days after one of the Parties has notified the other of the desire to submit a dispute for arbitration, then the Parties will prepare a Request for a Dispute Resolution List and submit it to the American Health Lawyers Association Alternative Dispute Resolution Service (AHLA ADR Service) along with the appropriate administration fee, for selection of an arbitrator according to AHLA procedure. Each Party will assume its own costs, but the compensation and expenses of the arbitrator and any administrative fees or costs will be borne equally by the Parties. The Parties intend this alternative dispute resolution procedure to be a private undertaking, done consistently with the confidentiality provisions of this Contract. Judgment upon the award rendered by the arbitrator shall be binding and may be entered in any court of competent jurisdiction. Nothing in this section or the Contract shall prevent the Parties from seeking temporary or preliminary injunctive relief against the other Party in a court of competent jurisdiction.

4.2.2 **Venue.** Venue for any legal proceedings (including mediation or arbitration) related to performance under this Contract will be Phoenix, Arizona.

4.3 Notice

Any notice required under this Contract must be in writing and either (1) delivered in person, or (2) sent by United States mail, postage prepaid, return receipt requested, or (3) sent by commercial overnight delivery service to SHA at 2200 E. Show Low Lake Road., Show Low, Arizona 85901, and to the Contractor at the address listed in the Offer section of the Solicitation. Notice shall be deemed given the next day to the non-notifying Party if notice is sent by overnight service, or upon receipt if sent by regular or priority United States mail. Neither email, facsimile, nor website communication shall constitute effective service of notice under this Contract. Either Party can change the address for notices by giving written notice of the change to the other Party in the manner just described.

4.4 Assignment

This Contract shall not be assigned or transferred by either Party without the written consent of the other Party, which shall not be unreasonable withheld.

4.5 Force Majeure

No Party shall, at any time, be deemed to have breached any obligation under this Contract, or be in default hereunder, or be liable for damages by reason of any circumstance or delay resulting from, including but not limited to, severe weather, acts of nature, terrorism or war, or acts of governmental authority.

4.6 No Third-Party Beneficiaries

Except as explicitly provided otherwise, nothing in the Contract is intended to create or creates any enforceable legal rights for third-party beneficiaries or individual(s) or entities other than the Parties.

4.7 Severability

Any provision of the Contract that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of the Contract or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

5. UNIFORM INSTRUCTIONS TO OFFERORS

5.1 Instructions to Offerors

5.1.1 Duty to Examine. It is Offeror's responsibility to ensure they review the entire Solicitation, obtain clarification and answers to any questions from the Contract Owner or designee in writing, and inspect their Offer prior to submission. Lack of care in preparing an Offer is not grounds to withdraw or modify the Offer after the Solicitation due date.

5.1.2 Submission of Inquiries. Offerors shall submit any questions or requests for clarification in writing to the Contract Owner at the physical or e-mail address listed under "Contract Owner Contact Information" on the cover page of the Solicitation. It is Offerors duty to ensure they submit inquiries within adequate time for a response by the Contract Owner so Offeror may meet the Solicitation proposal deadline.

5.1.3 Reliance on Verbal Responses. Neither Offeror nor SHA shall rely on any verbal responses with respect to the SOW or Offer related to a SHA Solicitation. Any inquiries, questions, responses thereto, or Amendments shall be confirmed in writing.

5.1.4 Pre-Offer Conference. If a pre-offer conference has been scheduled, the date, time and location of same shall be denoted on the cover page of the Solicitation. SHA encourages Offerors to pose any questions they have regarding the Solicitation at that time.

5.1.5 Timeliness. Offeror must submit their Offer to an SHA Solicitation by the deadline noted in "How to Submit Proposal." Failure to submit Offer by the due date and time will result in the Offer being rejected.

5.1.6 Amendments. The Solicitation shall only be modified by a written Solicitation Amendment.

5.2 Offer Preparation

5.2.1 Format of Offer. Offers shall be submitted in electronic format; acceptable formats include Word, Excel, Adobe Acrobat and PowerPoint. Offers shall be complete, with all applicable Attachments, Deliverables, Milestones and Cost Proposals addressed.

5.2.2 Authorized Submission of Offer. The Offer shall be signed by an Authorized Signatory. The Authorized Signatory, by his/her signature, attests that the information contained in the Offer is true, complete and accurate, and contains no Material Omissions.

5.2.3 Exceptions to SOW. If Offeror cannot meet any of the specific, individual terms, conditions or expectations detailed in the SOW, the Offeror shall clearly identify such exceptions in the Offer submitted to SHA. Offeror understands:

- a. Any exceptions contained in the Offer may negatively impact SHAs evaluation of an award of Contract;
- b. Any exceptions deemed by SHA to be material to the RFP will result in rejection of the Offer; and
- c. Any exceptions noted shall not be in force and effect unless specifically approved by the Contract Owner in writing.

5.2.4 Subcontractors. Offeror shall clearly list any proposed subcontractors involved in providing work or services under an SHA Contract.

5.3 Offer Submission

- 5.3.1 Offer and Acceptance. Offers shall include an Offer and Acceptance form signed by the individual who is an Authorized Signatory of the Offeror, and shall be submitted no later than the due date and time indicated in the “Proposal Due Date/Time” listed on the cover page of the Solicitation. Offeror’s failure to include the signed Offer and Acceptance form may result in rejection of the Offer by SHA.
- 5.3.2 Amendments. Any Amendment shall be signed via wet signature or valid electronic signature of the Authorized Signatory, and shall be submitted no later than the due date and time indicated in the “Proposal Due Date/Time” listed on the cover page of the Solicitation. Offeror’s failure to include any signed Amendment may result in rejection of the Offer by SHA.
- 5.3.3 Late Offers. Any Offer submitted past the due date and time indicated in the “Proposal Due Date/Time” listed on the cover page of the Solicitation will be deemed late and will not be considered for an award of Contract.

6. EVALUATION AND SELECTION

6.1 Evaluation of Contract

Contract(s) shall be offered to the Offeror(s) whose written proposal is determined to be the most beneficial to SHA based upon our evaluation of the Offer, and the ability of the Offeror to satisfy the requirements of the SHA RFP in a cost-effective and efficient manner. SHA convenes a group of evaluators, which considers the technical components of the Offer, the cost, the business reputation of the Offeror, and the Offeror's experience and expertise. SHA's evaluation will consider the totality of the information formally submitted in the written Offer, which must be clear, concise and explicit. SHA will not consider verbal or other extraneous information in conjunction with the Offer.

6.2 Express Reservations of SHA

SHA explicitly reserves the right to:

- a. Incorporate the Offer into any award of Contract by reference;
- b. Waive any immaterial error in the Solicitation;
- c. Reject or not consider award of Contract for any Offer, or portions thereof;
- d. Award Contracts to multiple Contractors;
- e. Reissue a Solicitation; and
- f. Cancel a Solicitation.

6.3 Presentations

SHA may request that Offerors who are being considered for a Contract provide SHA with a proposal presentation or product demonstration prior to determination of award of Contract.

6.4 Clarification of Offer

SHA may contact Offeror to request clarification of any terms of the Offer after its receipt. If clarifications are discussed verbally, they shall be confirmed in writing.

6.5 Award of Contract

6.5.1 Negotiations. Negotiations may be conducted orally or in writing at SHA's discretion to improve offers in such areas as cost, pricing, performance, or terms, to achieve optimal value for SHA. However, the SOW defines the expectations of SHA.

6.5.2 Request for Best and Final Offers. SHA may request written Best and Final Offers after negotiations have been completed, before an award of Contract is made to one or more Offerors.

6.5.3 Notification of Award of Contract. Offeror(s) who are chosen by SHA for an award of Contract will be notified in writing. Neither Offers, nor notification of an award create a Contract. A Contract is created upon execution of the Acceptance of Offer by the Contract Owner, and final Contract documents between the parties signed via Authorized Signatory of the Contractor and SHA's Contract Owner.

7. ATTACHMENTS AND EXHIBITS

Attachment A – Cost Proposal

Deliverable	Deliverable No.	Deliverable Description	Pricing	Due Date
Receptacles	1.6.1	Contractor shall provide locked receptacles for each SHA location, including <i>each department</i> within a location listed at 1.5. All receptacles shall be identified by number, code, or other means of individual identification by location placed.		Upon Contract Execution
Collection of Materials, Evidence of Collection	1.6.2	Pursuant to a route schedule agreed to and memorialized in writing by Contractor and Contract Owner, Contractor shall collect materials/documents for destruction from each of the SHA locations. Contractor's representative shall sign in with each location's manager, or their designee, upon arriving at the location.		Monthly, at minimum
Sanitation/Destruction	1.6.3	Contractor shall ensure sanitation (destruction) of all documents picked up from all SHA locations.		Upon collection
Certificate of Destruction ("COD")	1.6.4	Contractor shall provide a Certificate of Destruction ("COD") for each location/receptacle which meets the requirements of Appendix G of NIST Special Publication 800-88 .		Monthly
Invoicing	1.6.5	On a monthly basis, Contractor shall invoice SHA. Invoices shall contain, at minimum, the information listed at 1.8.		Monthly

