



**HAWAII HEALTH SYSTEMS**  
C O R P O R A T I O N

*"Touching Lives Everyday"*

**REQUEST FOR PROPOSALS**

**#HHSC FY14-0521**

**ASSESSMENT, DESIGN/RENOVATION OF  
THE FORMER DIALYSIS BUILDING  
ON THE HILO MEDICAL CENTER CAMPUS**

**For**

**Hilo Medical Center  
1190 Waianuenue Avenue  
Hilo, Hawaii 96720**

**AN AGENCY OF THE STATE OF HAWAII**

***Due Date for Proposals  
in Response to this Solicitation:***

**Friday, May 2, 2014; 3:00 PM, HST**

**OFFER**

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including the proposal, all exhibits, amendments, and best and final offers (if any). **Signature also acknowledges receipt of all 38 pages contained in this Request for Proposals.**

Hawaii State Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No.:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

**CERTIFICATION**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and HRS Chapter 378.
3. Other than what is requested in this Request for Proposals, the Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer and any resulting contract and may be subject to legal remedies provided by law.
4. **The Offeror certifies that the above referenced organization \_\_\_ is/\_\_\_ is not a legislator, or an employee or a business in which a legislator or an employee has a controlling interest.**

**ACCEPTANCE OF OFFER (to be completed by HHSC)**

Your offer, including the proposal, all exhibits, amendments, and best-and-final offer (if any), contained herein, is accepted.

The Offeror is now bound to provide all specified items listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Offeror's Offer as accepted by HHSC.

This contract shall henceforth be referred to as Contract No.         FY 14-0521        .

Effective Date of this Agreement shall be this \_\_\_\_\_ day of \_\_\_\_\_, 20 14.

Signed: \_\_\_\_\_

**Howard Ainsley, East Hawaii Regional CEO**

**Date**

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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 (“HHSC”), an Agency of the State of Hawaii. Thank you for your interest in submitting a proposal for this solicitation. 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 the “Proposal Submission Deadline,” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable.

<b><u>Event</u></b>	<b><u>Scheduled Date</u></b>
Request for Proposal Issued.....	April 4, 2014
Submission of Intent to Submit Proposal.....	April 16, 2014
Pre-Proposal Conference.....	April 15, 2014 @10:00 AM
Submission Deadline for Questions & Clarification Requests.....	April 23, 2014
<b>Proposal Submission Deadline</b> .....	May 2, 2014
Proposal Evaluations .....	May 2 – May 8, 2014
Offeror Selection/Award Notification ( <b>on/about</b> ).....	May 9, 2014
Anticipated Contract Commencement Date .....	May 12, 2014

**1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL**

Offerors should submit, in writing, by Wednesday, April 16, 2014 their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: (808) 933-2793 or by email to [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org).

**1.4 PRE-PROPOSAL CONFERENCE**

HHSC will hold a Pre-Proposal Conference at 10:00 AM on April 15<sup>th</sup>, in Ground Conference Room A on the ground floor in the Hilo Medical Center (HMC) Acute Facility for all interested Offerors. After the Pre-Proposal Conference we will conduct a site visit. The Hilo Medical Center’s Building & Grounds Supervisor, who is also the acting Facilities Manager, will be present to answer questions relating to this project. Questions posed on these days and their subsequent answers that affect the scope of this project will be contained in the written response to questions and clarification requests.

**1.4 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS**

Offerors are encouraged to submit written questions and requests for clarification pertaining to the RFP.

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Questions must be submitted in writing via hand delivery, electronic mail, facsimile or post mail to the following not later than the “Submission Deadline for Question & Clarification Requests” identified above, in order to generate an official answer.

**Gary Callahan, Senior Contract Manager**  
**Hilo Medical Center**  
**1190 Waianuenue Avenue**  
**Hilo, Hawaii 96720-2020**  
**PH: 808-932-3112**  
**Fax: 808-933-2793**  
**Email: [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org)**

All written questions will receive an official written response from HHSC and will become addendums to the RFP. The only official position of HHSC is that which is stated in writing and issued in the RFP as addendums thereto. 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 “Proposal Submission Deadline” identified above. Any changes beyond that time would need to be mutually agreed to by all respondents and HHSC.

**1.6 CANCELLATION OF RFP**

The RFP may be canceled by HHSC 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 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 the proposed award of the contract.

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

Howard N. Ainsley, East Hawaii Region  
Regional Chief Procurement Officer  
Hilo Medical Center  
1190 Waianuenue Avenue  
Hilo, Hawaii 96720

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**SECTION 2**  
**SCOPE OF WORK**

The SCOPE OF WORK is as follows:

2.00 GENERAL

HHSC is requesting the services of a Construction Contractor (“Contractor”) to design and renovate the building on the HMC campus that formerly housed Liberty Dialysis – Hawaii. Generally speaking, the renovation work will need to begin with an assessment of the exterior and interior of the existing building including, but not limited to its roof, floors/sub-flooring, walls, steps, railings, etc., to determine its ability to be used safely for business occupancy. It will be necessary to remove or replace interior/exterior deteriorated wood (flooring/sub-flooring, railings, stairs, etc.), repair vinyl composite tile and/or sheet vinyl where appropriate, patch and paint interior and exterior walls and trim to make them acceptable for a business occupancy, and patch and paint the roof of the building, as required by HHSC. The Contractor should note the timeline for this project starting with Assessment through making the building ready for business occupancy is thirty (30) calendar days. This timeframe is integral to the project, as it will affect our ability to start other projects which must take place within their own scheduled sequences.

2.01 LOCATION

The building which requires the assessment and renovation is located on the Hilo Medical Center campus, east (makai) of the Extended Care Department facility at 140 Rainbow Drive, Hilo, Hawaii 96720. The work will be conducted in the building that was formerly used as a dialysis treatment facility and will be vacant during construction/renovation.

2.02 COORDINATION

HHSC will schedule a Kick-Off Meeting once an award has been made to discuss the next steps for the awarded construction firm. The work schedule will be open as the building is not currently occupied. Prior to starting any work on the building, the Contractor will be required to coordinate their work with the HMC Maintenance office and participate in a Pre-Construction meeting.

2.03 REGULATORY REQUIREMENTS

The design and construction of the building shall be in accordance with County, State and Federal building codes, rules, and regulations for business occupancies.

2.04 ENVIRONMENTAL ASSESSMENT

While HHSC does not anticipate hazardous materials on the premises, if they are found, HHSC reserves the right to amend the Contractor’s current agreement to include the additional abatement work, or contract directly with another abatement contractor for any necessary abatement work.

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## 2.05 FACILITY REQUIREMENTS

### 2.05. a. Assessment:

The Contractor shall assess the building that formerly housed the Liberty Dialysis – Hawaii’s Dialysis Clinic on Rainbow Drive. The Contractor will need to assess the integrity of the following:

- a. Roof;
- b. Exterior walls, flooring/sub-flooring, railings, and;
- c. Visual assessment of the bracing below the building where accessible for issues that may compromise the structural integrity of the building;
- d. Ceiling grid and ceiling tiles;
- e. Interior walls;
- f. Interior sub-flooring for “soft spots”;
- g. Interior floor covering;
- h. Lighting fixtures;
- i. Electrical switches, outlets and faceplates; and
- j. Data/telephone ports/outlets and faceplates.

### 2.05. b. Report:

Based on the assessment performed above, the Contractor shall prepare a written report the details the work necessary to make the building ready for business occupancy. The report shall include but not be limited to recommendations to:

- a. Repair the roof to prevent leaks and to prepare it for painting;
- b. Repair exterior walls, flooring/sub-flooring, railings, and stairs to prepare them for painting and use by the general public;
- c. Provide additional structural bracing or repair/replace footing(s), post(s), beam(s), and floor joist(s) to prepare the building for business occupancy;
- d. Replace portions of the ceiling grid or replace ceiling tiles as necessary;
- e. Repair or patch and paint interior walls;
- f. Replace portions of the interior sub-flooring where necessary to repair “soft spots”;
- g. Replace interior floor covering(s) where necessary, with vinyl composite tile or sheet vinyl;
- h. Replace portions of or entire light fixtures if they are cracked, damaged or in disrepair;
- i. Replace electrical switches, outlets, or faceplates if they are cracked, damaged or inappropriate for use in the area in which they are located (e.g., outlets near water sources or located on the exterior of the building should be GFCI outlets); and
- j. Replace data/telephone ports/outlets or faceplates that are cracked, damaged or in disrepair.

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The report shall also include an estimated cost for repair, patching, painting, and/or bracing for each item mentioned above, along with the suggested type(s) of material that shall be used to make the building ready for occupancy.

**2.05. c. Renovation/Repair:**

Upon receipt of the Report mentioned in Section 2.05. b., HHSC will review the recommendations and shall provide direction on what actions HHSC would like the Contractor to undertake; these actions may include a portion of, or all, recommendations made.

When HHSC provides direction on the actions it wishes the Contractor to take, the Contractor shall obtain HHSC's approval prior to commencing work on:

- a. The materials used to perform repairs;
- b. The paint types and colors used on the roof, exterior, and interior walls;
- c. The type of ceiling tiles used to replace existing tiles;
- d. The type, color, and style of floor covering used to replace existing damaged material; and
- e. The type, color, and style of electrical/data/telephone switches, receptacles, or faceplates.

HHSC may issue a stop-work-order to the Contractor in the event the Contractor's work is disrupting services within the area. HHSC staff identified in the pre-construction meeting shall be the only individuals authorized to issue a stop-work-order.

**2.06 PROGRESS SCHEDULE**

- a. The progress schedule will be in a time scaled Gantt chart format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule will indicate specific tasks with dates for each step of the process including:
  1. Assessment Period: The Assessment period and Report submission periods.
  2. Renovation Period: Mobilization; Renovation work; Procurement and installation of repair/renovation materials; and final walkthrough.
  3. General Project Delivery Schedule and Narrative - Show relationships between renovation activities for, at a minimum, mobilization, procurement activities, renovation work, and final walkthrough.
  4. Short Schedules - The schedule submitted by the Contractor will provide a written commitment as to the time frame (number of days after receipt of the notice to proceed) within which the Contractor will guarantee completion. Shorter

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schedules, shall receive more favorable scoring. The Contractor's time frame will establish the contract completion date, and assessment of liquidated damages (See General Conditions) will be based on that date.

## 2.07 RENOVATION

- a. Renovation shall not commence until the Notice to Proceed has been issued by HHSC, and a Pre-Construction Meeting has been held. HHSC will coordinate the Pre-Construction Meeting and the Contractor, along with all their necessary staff and subcontractors shall attend.
- c. Owner (HHSC) /Architect/Contractor ("OAC") Meetings will be held onsite weekly during the renovation phase of the project. All necessary HHSC and Contractor Staff shall attend.
- d. The Contractor shall comply with HHSC policies and procedures regarding work being completed.
- e. HHSC shall have the right to immediately shut down all renovation on the project due to safety or other relevant reason. The HHSC Technical Representative, HMC Hospital Systems Services Director, Building & Grounds Supervisor, or Safety Officer are the only ones authorized to shut down the project. HHSC will meet immediately with the Contractor to 1.) Explain the reason for the shut down, and 2.) Discuss a plan for the necessary corrections for work to resume. Work can only resume once the corrections have been approved by the HHSC Technical Representative, HMC Hospital Systems Services Director, Building & Grounds Supervisor, or Safety Officer. All shut down costs shall be the Contractor's responsibility.

## 2.16 PROJECT CLOSE OUT

- a. The Contractor shall comply with the requirements in the "General Conditions" and those requirements listed below.
- b. Substantial Completion  
Before requesting a Final Walkthrough to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS:
  - 1. Submit specific warranties, final certifications, and similar documents.
  - 2. Arrange to deliver tools, spare parts, extra materials, and similar items to a location designated by HHSC. Label with manufacturer's name and model number where applicable.
  - 3. Complete final cleaning requirements, including touch up painting.



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4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

c. List of Incomplete Items (Punch List)

Submit two (2) copies of any updated and action taken list. In addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS, include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:
  - i. Project Name and Title.
  - ii. HHSC Job No.
  - iii. Date and page number.
  - iv. Name of Contractor.

d. Warranties:

1. Submit written manufacturer's warranties at request of HHSC for designated portions of the Work where commencement of warranties other than Project Acceptance date is indicated.
2. Bind warranties and bonds in heavy duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 inch x 11-inch paper.
3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer and prime contractor.
4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project Name and Title, HHSC Job Number, and name of Contractor.
5. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) version of the bound warranty documents files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed and recorded on a recordable compact disc (CD).

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g. Final Cleaning:

1. Provide final cleaning. In addition to requirements of Article 7 of the GENERAL CONDITIONS conduct cleaning and waste removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers' written instructions unless noted otherwise.

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## **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.

Additionally, proposals shall include and address, at a minimum:

- 3.1.1 The information identified below in Section 3.5;
- 3.1.2 The pricing information identified below in Section 4.0;
- 3.1.3 Offer/Acceptance Page (Page 2);
- 3.1.4 Proposal Transmittal Cover Sheet, Appendix A;
- 3.1.5 Acceptance (or Notifications of Clarifications) Document, Appendix B;
- 3.1.6 Proposal Submission Checklist, Appendix D;
- 3.1.7 Standards of Conduct Declaration, Appendix E;
- 3.1.8 Bid Security (Equal to the Total Bid Sum Proposal Amount)

The original of the following documents:

- 3.1.9 “Certificate of Compliance” from the Hawaii State Department of Labor and Industrial Relations; and
- 3.1.10 “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs Business Registration Division.

(Refer to Section 6.5, entitled “Certifications,” below for instructions on how to obtain the Certificate of Compliance and Certificate of Good Standing).

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

Additionally, the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the Scope of Work 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 shall govern all services provided under such 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 Work. 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

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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**

Each Offeror should submit one (1) original hardcopy, four (4) copies, and one (1) electronic copy, contained on a CD or USB Flash Drive, no later than 3:00 pm, HST, on the “Proposal Submission Deadline” identified in Section 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked “ORIGINAL” and copies shall be clearly marked “COPY.” Mail or deliver proposals to the following address:

**Gary Callahan, Senior Contract Manager**  
**Hilo Medical Center**  
**1190 Waianuenue Avenue**  
**Hilo, Hawaii 96720-2020**  
**PH: 808-932-3112**  
**Fax: 808-933-2793**  
**Email: [gcallahan@hhsc.org](mailto:gcallahan@hhsc.org)**

The outside cover of the package containing the proposal should be noticeably marked, as follows:

**“Proposal Submitted in Response to: RFP # HHSC FY14-0521”**

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and the Offerors’ proposals shall be open to public inspection after the contract is executed by all parties.

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. 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. HHSC cannot guarantee that designated data will be kept 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.

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.

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Each Offeror is to submit its proposal with the required number of copies in the format as contained in this RFP. The material should be in sequence and related to the RFP. HHSC will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

3.5.1. Experience and Expertise of the Firm and Key On-Site Personnel:

The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. 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 Design Build experience. The Offeror should submit, at a minimum, three (3) professional services references for Design Build projects completed over the last two (2) years that would demonstrate the Offeror possesses an understanding of and experience in providing the required service. As these references may be checked, ensure all information is current and accurate and that prior permission to use is obtained from each reference.

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 qualifications of the key design (sub-consultants) and on-site personnel proposed by the Offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the experience, technical expertise and qualifications for each key on-site personnel proposed, including but not limited to, Overall Project Manager, Design Project Manager, Construction Project Manager and Architect/Engineer Field Representative.

Provide an organizational chart and narrative, including the team members submitted under this section. Clearly describe the prime responsible firm and individuals as well as the roles and responsibilities of individual proposed as consultants and sub contractors. Provide a list of all consultants and all proposed subcontractors, including telephone numbers, addresses, and contact name.

The Offeror may submit any other pertinent information that would substantiate that the firm and its key personnel possess the experience, expertise and capability to provide the required services.

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3.5.2 Proposed Method of Approach:

Proposals will be evaluated based on the Offeror's distinctive plan for providing the Assessment/Design/Renovation services. Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the Offeror to repeat the exact language, or to present a paraphrased version, as an original idea for a technical approach.

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Work. 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.

The additional deliverables to be submitted by the Contractor for evaluation under this Section are as follows:

1. Progress Schedule – as required in Section 2.07 of the RFP;
2. Floor Plan;
3. Interior Drawings; and
4. Equipment Cut Sheets and Product Information.

3.5.3 Cost:

The evaluation of the category of Cost shall be based on the prices, as indicated on the Pricing Schedule submitted with Offeror's proposal. In order to determine the maximum liability to the State of Hawaii, any percentage increases proposed for extension option periods shall be also included in the cost evaluation.

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, including the GENERAL CONDITIONS, such exception shall be submitted to the Contract Manager **at least five (5) days prior to the due date and time for receipt of proposals.** This will allow the Contract

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Manager to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

3.7.2 If an Offeror includes in its proposal exceptions that are not covered by Section 3.7.1 above and that are not approved in writing by the Contract Manager, 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 this RFP, 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 Purchasing Policy, after the initial receipt of proposals, discussions, including a request for Contractor presentations, 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 submitted should be complete and on the Offerors' most favorable terms.

### **3.10 NON-ACCEPTANCE OF "SCOPE OF WORK" REQUIREMENTS**

If any requirement contained in the Scope of Work is not acceptable to the Offeror, provide detailed explanation of the reasons why, by attachment to the proposal. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the Scope of Work.

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Vendor: \_\_\_\_\_

**SECTION 4**  
**PRICING SCHEDULE & COMPENSATION**

**4.0 PRICING SCHEDULE**

In accordance with the Request for Proposal Document, General Conditions, Special Conditions, Addendums (if any) and the Best and Final Offer (if any), the Contractor proposes to furnish at its own expense all necessary labor, materials, tools and equipment to complete the work according to the true intent and meaning of the Agreement's plans, specifications and requirements, all for the Lump Sum Proposal Amount, including all applicable taxes, as follows:

4.0.1 Assessment, Design, and Construction Management Services

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

4.0.2 Construction

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

4.0.3 Total Lump Sum Proposal Amount (4.0.1 + 4.0.2)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**4.1 COMPENSATION**

In full consideration for work performed by the Contractor under this Agreement, HHSC agrees, subject to appropriation and allotments, to pay to the Contractor the following compensation, including all applicable taxes and expenses incurred, in accordance with and subject to the following:

4.1.1 HHSC shall pay Contractor the amount(s) as designated by the Agreement, for services and materials rendered pursuant to and during the term of 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 work 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 outstanding;
- d. signed and dated by the Contractor's delegated signatory.

4.1.2 HHSC shall pay sums due FORTY-FIVE (45) days after receipt of Contractor's invoice.



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## 4.2 OTHER CONDITIONS

- 4.2.1 Anti-collusion Certification - In accordance with East Hawaii Region Procurement Policies and HAR 3-122-192, by submitting this proposal, the Contractor is declaring that the price submitted is independently arrived at without collusion.
- 4.2.2 Certification for Safety and Health Programs for Offers in excess of \$100,000 - In accordance with HRS 396-18, by submitting this proposal, the Contractor certifies that its organization will have a written safety and health plan for this Project that will be available and implemented by the date stipulated in the Notice to Proceed. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
- 4.2.3 Labor and Wage Certification - In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2,000, by submitting this proposal, the Contractor will comply with the requirements of chapter 104 and certifies that:
- a. Individuals engaged in the performance of the contract on the job site shall be paid not less than wages that the Director of Labor and Industrial Relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects including any periodic adjustments to the prevailing wages during the performance of the contract;
  - b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
  - c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
- 4.2.4 Upon the acceptance of the proposal by the HHSC, the Contractor must enter into and execute a contract for the same and furnish a Performance and Payment bond for the Construction amount of the Project, as required by law. These bonds shall conform to the provisions contained in Sections 103D-324 and 325, Hawaii Revised Statutes and any law applicable thereto.
- 4.2.5 For bids of \$25,000 or more, the Contractor shall comply with the following chapters of the Hawaii Revised Statutes (HRS): Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security - unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 (temporary disability insurance); Chapter 393 HRS (pre-paid health care); and shall be incorporated or organized under the laws of the State, or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. Contractor shall complete the CERTIFICATION OF

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COMPLIANCE form at the end of the PROPOSAL and submit it with their bid.

**4.3 RECEIPT OF ADDENDA**

Receipt of the following addenda issued by the HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 _____ Date	Addendum No. 5 _____ Date
Addendum No. 2 _____ Date	Addendum No. 6 _____ Date
Addendum No. 3 _____ Date	Addendum No. 7 _____ Date
Addendum No. 4 _____ Date	Addendum No. 8 _____ Date

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

**4.4 ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

The Contractor agrees the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444 HRS, who will be engaged by the Contractor on this project to perform the required work indicated pursuant to East Hawaii Region Procurement Policies. The Contractor certifies that it and its listed subcontractors or joint contractors together hold all licenses necessary to complete the Work, and understands that failure to comply with this requirement may be just cause for rejection of the bid.

‘A’ General Engineering Contractors and ‘B’ General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et al.*, 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the ‘A’ and ‘B’ Contractor may still bid on and act as the “Prime Contractor” on an ‘A’ or ‘B’ project (*See, HRS § 444-7 for the definitions of an “A” and “B” project.*), respectively, the ‘A’ and ‘B’ contractor may only perform work in the areas in which they have the appropriate contractor’s license (*An ‘A’ or ‘B’ Contractor obtains ‘C’ specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the Contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

The Contractor shall provide the complete firm name, license number, and nature and classification description by each joint contractor or subcontractor. For projects with Alternate(s), Contractors shall fill out the supplementary schedule and list the Joint Contractor or Subcontractor who will be engaged for the respective Alternate Work. Do



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Enclosed herewith:

1. Surety Bond (\*1) )
  2. Legal Tender (\*2) )
  3. Cashier's Check (\*3) )
  4. Certificate of Deposit (\*3) ) in the
  5. Certified Check (\*3) ) amount
  6. Official Check (\*3) ) of
  7. Share Certificate (\*3) )
  8. Teller's Check (\*3) )
  9. Treasurer's Check (\*3) )
- (Cross Out Those Not Applicable)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

as required by law.

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*4)

Title \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

(CORPORATE SEAL)

(\*5)

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NOTES:

1. Surety bond underwritten by a company licensed to issue bonds in this State;
2. Legal tender; or
3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
  - a. These instruments may be utilized only to a maximum of \$100,000.
  - b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
5. Fill in all blank spaces with information asked for or bid may be invalidated.

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**CERTIFICATION OF COMPLIANCE**

\_\_\_\_\_ certifies it is in compliance with all laws

(Company Name)

governing entities doing business in the State, including the following:

1. Chapter 237 HRS (General Excise Tax)
2. Chapter 383 HRS (Hawaii Employment Security Law - Unemployment Insurance)
3. Chapter 386 HRS (Workers' Compensation Law)
4. Chapter 392 HRS (Temporary Disability Insurance)
5. Chapter 393 HRS (Prepaid Health Care Act)
6. Offeror is incorporated or organized under the laws of the State or is registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, \_\_\_\_\_ acknowledges that making a

(Company Name)

false certification shall cause its suspension from further offerings or awards pursuant to Hawaii Revised Statutes.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTARIZATION)

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## **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 its methodology for meeting the requirements of the Scope of Work, 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.....Best and Final Offers (**optional**)

Phase 5.....Recommendation for Contract Award

#### **5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS**

The evaluation of the mandatory requirements, as listed below shall be 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 Scope of Work" and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?"

5.2.1.1 Failure to meet or submit any mandatory requirement ("no pass") with the original proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- Signed Offer/Acceptance Page (Page 2)
- Proposal Transmittal Cover Sheet (Appendix A)
- Acceptance (or Notification of Clarifications) document (Appendix B)
- Proposal in response to Solicitation
- Pricing Schedule & Compensation (Section 4)
- Proposal Submission Checklist
- Standards of Conduct Declaration (Appendix E)
- Certificate of Good Standing (Appendix F)
- Certificate of Compliance (DLIR) (Appendix F)
- Bid Security (Equal to the total Lump Sum Proposal Amount)

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**5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION**

Evaluation of Offeror’s technical proposal shall be conducted using the technical proposal categories as identified in Sections 3.5.1, 3.5.2, and 3.5.4; the value weight percentages identified in Section 5.3; and the evaluation scoring system identified in Section 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 Sections 3.5.3 and 4, the value weight percentage identified in Section 5.3, and the evaluation scoring system identified in Section 5.4.

**5.2.4 PHASE 4--BEST AND FINAL OFFERS (OPTIONAL)**

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

**5.2.5 PHASE 5--RECOMMENDATION FOR CONTRACT AWARD**

When required, the Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the Regional Procurement Officer.

**5.3 EVALUATION CATEGORIES AND VALUE**

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Proposed Method of Approach.....	40%
Experience and Expertise of the Firm & Key On-Site Personnel.....	30%
Cost Proposal.....	30%
<b>Total.....</b>	<b>100%</b>

**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, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category between one (1) and ten (10), with ten being the highest (the best rating). The Offeror’s total score (see note below) will be determined by: a) multiplying the assigned percentage value weight of each category by



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the numerical rating provided by the Evaluation Committee; b) multiplying the result in clause “a)” by ten (10) to determine the score for each category; and c) totaling the score for all categories. For example, if the Offeror has a rating of 8 for the Proposed Method of Approach category, which has a weight of 40%, the score would be determined by multiplying 8 by 40%, yielding a product of 3.2, which is then multiplied by 10 to yield a score of 32 for that category.

**NOTE:** In determining the total score, the Offeror’s cost proposal with the lowest costs will receive the highest available rating allocated to costs (and will thus receive a score 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 formula for determining the points for all except the lowest cost proposal is as follows:

[lowest price x 30 points (the maximum available)] / price in Offeror’s proposal = Offeror’s points.]

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**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 judged/determined, by the HHSC's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

- 6.1.1 HHSC may award the contract to other than the highest ranked Offeror if the price submitted by the highest ranked Offeror is more than the not-to-exceed amount available for the project.

**6.2 CONTRACT AWARD NOTIFICATION**

An official "notice of award" letter (or email) will be provided to the successful Offeror, and a "notice of non-award" letter (or email) shall be provided to all unsuccessful Offerors.

**6.3 CONTRACT DOCUMENT**

The contract will be made up of this solicitation and the terms and conditions attached hereto and referenced herein. The contract will also include the successful Offeror's proposal, including all exhibits and amendments and the Offeror's 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) this RFP, with any and all addendums; the GENERAL CONDITIONS and the SPECIAL CONDITIONS (Appendix C); and the Offeror's accepted proposal, with any and all addendums, changes, negotiated agreements, etc.; all of which become part of the whole contract.

**6.4 GENERAL AND SPECIAL CONDITIONS**

The GENERAL CONDITIONS and SPECIAL CONDITIONS (Appendix C) attached hereto are applicable to and shall be considered part of the whole 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.

Additionally, Offerors will need to obtain the following documents:

**6.5 CERTIFICATIONS:**

Pursuant to the East Hawaii Region Purchasing Policy, Offerors shall be required to provide proof of the following;

**6.5.1 CERTIFICATE OF COMPLIANCE**

The Offeror is required to obtain/possess a valid Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR) prior to executing a contractual agreement with a State Agency. The certificate is valid

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for six months from the date of issue and must be valid on the date it is received by HHSC.

The Certificate of Compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR #27, which is available at [hawaii.gov/labor](http://hawaii.gov/labor) (open “Forms”, open “LIR#27”) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the Offeror, who in turn shall submit the form to HHSC.

### **6.5.2 CERTIFICATE OF GOOD STANDING**

HAWAII BUSINESS. A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Offeror shall obtain/possess a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A “Hawaii Business” that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror’s designation of its status as sole proprietor and its business street address as indicated on the Proposal Transmittal Cover Sheet (Appendix A) will be used to confirm that the Offeror is a Hawaii Business.

COMPLIANT NON-HAWAII BUSINESS. A business entity referred to as a “Compliant Non-Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Offeror shall obtain/possess a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Certificate of Good Standing can be obtained by phone (call 808 586-2727, M-F 7:45-4:30 HST), by mail (Department of Commerce and Consumer Affairs, Business Registration Division, PO Box 40, Honolulu, Hawaii 96810), or online (visit <http://hbe.ehawaii.gov/documents/search.html>). The certificate is valid for six months from date of issue and must be valid on the date it is received by HHSC.

### **6.5.3 HAWAII COMPLIANCE EXPRESS**

Alternatively, Offeror may apply and obtain proof of compliance with the above agencies electronically through the Hawaii State Procurement Office’s “Hawaii Compliance Express” website. Instructions for using this service can be found in **Appendix F**.

**PROPOSAL TRANSMITTAL COVER SHEET  
RFP #HHSC FY14-0521**

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.: \_\_\_\_\_

Offeror's License No.: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**Certification**

The undersigned has carefully examined the Scope of Services outlined in this RFP and the GENERAL CONDITIONS and SPECIAL CONDITIONS presented in the proposal packet and hereby proposes to furnish at its own expense all labor and all items necessary to complete all services as shown and called for therein, all according to the true intent and meaning of the Scope of Services and the GENERAL CONDITIONS and SPECIAL CONDITIONS. The undersigned also certifies that the information provided in this proposal is accurately represented.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT**

**Offeror's 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**

**The INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:**

**[http://hawaii.gov/pwd/Members/gc/gen\\_cond\\_constr/InterimGeneralConditions1999Edition.pdf](http://hawaii.gov/pwd/Members/gc/gen_cond_constr/InterimGeneralConditions1999Edition.pdf)**

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## SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the following:

- 1.0 Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or contractor or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.
- 2.0 Contract:**

  - 2.1 The contract between HHSC and the Offeror shall consist of (1) the Request for Proposal (RFP), including any amendments or addendums thereto and the GENERAL CONDITIONS and the SPECIAL CONDITIONS, and (2) the proposal submitted by the Offeror in response to the RFP, including any and all addendums, changes, negotiated agreements, etc. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, HHSC reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
  - 2.2 The contract shall be construed according to the laws of the State of Hawaii. The State of Hawaii is not obligated for the expenditures under the contract until funds have been encumbered.
- 3.0 Disclosure of Confidential Information:** The Offeror shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than HHSC personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Offeror by HHSC.
- 4.0 Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.

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**5.0 Time of Performance:** The Contractor shall submit the Progress Schedule with their submitted proposal. The Contractor and HHSC will agree to the Progress Schedule, and the Contractor shall complete all work by the schedule's completion date. The Agreement's expiration date will be thirty (30) days from the schedule's completion date.

**6.0 Not-To-Exceed Amount:** The total sum of money that HHSC is administratively authorized to expend under this Agreement including all applicable taxes and expenses incurred, is to be determined upon review, acceptance, and final award of the resultant contract under this solicitation.

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

Julie-Beth Ako, Hospital Systems Services Director  
Phone – 808-932-3108  
Email – [jako@hhsc.org](mailto:jako@hhsc.org)

**8.0 Notice of Debarment, or Suspension:** The CONTRACTOR must provide written notice to Hilo Medical Center'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. HHSC may, upon receipt of such written notice, immediately terminate this Agreement if 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.

**9.0 Anti-Kickback/Stark Law:** 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.

**10.0 Priority of Documents:** These Special Conditions are attached to the Agreement and incorporated by reference. In the event there is a conflict between the terms of the documents, or an ambiguity exists among any terms of the documents, the following order of priority shall prevail, with 1 being given the highest priority:

1. HHSC Special Conditions
2. Dept. of Public Works, DAGS General Conditions
3. The RFP solicitation documents and all addenda.



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4. CONTRACTOR'S Best and Final Offer [if any], then the CONTRACTOR'S proposal."

5. CONTRACTOR'S Terms and Conditions and/or Master Agreement."

**11.0 Exemption From Hawaii Revised Statutes Chapter 103D:** HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where it is our intent to incorporate some of the language of the referenced statute or rules as a matter of policy.

**12.0 General Conditions:** The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and SPECIAL CONDITIONS accompanying these specifications shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and the HHSC. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:  
[http://hawaii.gov/pwd/Members/qc/gen\\_cond\\_constr/InterimGeneralConditions1999Edition.pdf](http://hawaii.gov/pwd/Members/qc/gen_cond_constr/InterimGeneralConditions1999Edition.pdf)

**13.0 General Conditions Amended:** The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
  1. Bidder shall have the same definition as Contractor.
  2. Comptroller shall be the Chief Financial Officer at Hilo Medical Center or his authorized representative.
  3. Department shall be HHSC or its designee.
  4. Engineer shall be the person so designated by Hilo Medical Center
  5. State shall be HHSC or its designee.

**PROPOSAL SUBMISSION CHECKLIST**

**\*Please  
Check Off  
Items  
Submitted For  
HHSC Use**

_____	_____	Proposal Received “On-Time”
_____	_____	One Original, Four (4) Copies & One Electronic Copy of the Proposal
_____	_____	Offer/Acceptance Page (Page 2)
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Background, Qualifications and Experience
_____	_____	Key On-Site Personnel and Staffing
_____	_____	Method of Approach to the Scope of Services
_____	_____	Cost Proposal
_____	_____	Pricing Schedule (Section 4)
_____	_____	Acceptance (or Notification of Clarifications) Document (Appendix B)
_____	_____	Proposal Submission Checklist (Appendix D)
_____	_____	Standards of Conduct Declaration (Appendix E)
_____	_____	Certificate of Good Standing (Appendix F)
_____	_____	Certificate of Compliance (DLIR) (Appendix F)
_____	_____	Proprietary Documents Request
_____	_____	Bid Security (Equal to the Total Lump Sum Proposal Amount)

**\*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 \_\_\_\_\_, Offeror, the undersigned does declare, under penalty of perjury, as follows:

1. Offeror (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. Offeror 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. Offeror 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. Offeror 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. Offeror 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. Offeror 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.

Offeror 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.

**OFFEROR**

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.

*Instructions for Hawaii Compliance Express*

**Hawaii Compliance Express (HCE)**

Instead of filling out forms and manually applying for the certificates listed below at the various state agencies, this process allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov>

On the last line, click on “Create An Account” and once there, click on the circle and line marked:

**No, I just want to get setup to use this service.**

From this point, just fill in the blocks and follow the directions.

One simple interface covers all the forms with all the state agencies and partners. Easy to read instructions and context sensitive help make compliance safe, fast, and efficient. Using the Wizard will file with the Dept. of Taxation (to get your Taxpayer ID) and optionally with the Business Registrations Division of the DCCA. If you have or will have employees, the Wizard will also file with [Dept. of Labor and Industrial Relations](#).

**Vendors that elect to use the new Hawaii Compliance Express services will be required to pay an annual fee of \$15.00.**

Government procurement personnel will be provided with no-cost online access to the HCE system, allowing them to view and print the compliance status of registered vendors. Since the HCE process may require the disclosure of sensitive company information, access to view information on registered vendors will be restricted to the respective vendor and to registered authorized procurement personnel.

**Vendors choosing not to participate in the program will be required to provide the paper certificates. This can be done by contacting the various state agencies below:**

**DLIR Certificate of Compliance.** By law vendors are required to provide a Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations (DLIR), TO ENSURE COMPLIANCE WITH LAWS, AS APPLICABLE, CONCERNING UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, TEMPORARY DISABILITY INSURANCE, AND PREPAID HEALTH CARE.

Visit <<http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf>> to obtain Form LIR#27. Once approved by DLIR, *provide HHSC a copy of the certificate.*

**Certificate of Good Standing.** By law vendors are required to provide a Certificate of Good Standing from the Hawaii State Department of Commerce and Consumer Affairs (DCCA). Business are required to be registered to do business in the State of Hawaii. (Certificate of Good Standing not required for "Sole Proprietorship".)

The Certificate of Compliance Good Standing can be obtained by phone (call 808 586-2727, M-F 7:45-4:30 HST), by mail (Department of Commerce and Consumer Affairs, Business Registration Division, PO Box 40, Honolulu, Hawaii 96810), or online (visit <http://hbe.ehawaii.gov/documents/search.html>). *Provide HHSC a copy of the certificate.*

**END OF DOCUMENT  
HHSC FY14-0521**