

REQUEST FOR PROPOSALS

RFP No:
HHSC FY20-0350

COMPETITIVE SEALED PROPOSALS
TO PROVIDE:

**DESIGN / BUILD SERVICE FOR GROUND FLOOR OFFICE
SPACE RENOVATION AT HILO MEDICAL CENTER**

For

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

An Agency of the State of Hawaii

**Proposals are due no later than
2:00 PM, HST, April 7, 2020**

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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 pages indicated in the Table of Contents.

Hawaii State Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

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:

The submission of the offer did not involve collusion or other anti-competitive practices.

The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and HRS Chapter 378.

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, any resulting contract and may be subject to legal remedies provided by law.

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 Contractor 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 Contractor's Offer as accepted by HHSC.

This contract shall henceforth be referred to as Contract No. 20-0350

Awarded this _____ day of _____, 2020.

Signed: Dan Brinkman, East Hawaii Region Chief Executive Officer

SECTION 1
ADMINISTRATION

1.0 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the Hilo Medical Center, East Hawaii Region, a division of Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the provisions of East Hawaii Regional Procurement Policies & Procedures. The rationale for this competitive sealed RFP is to promote and ensure the fairest, most efficient means to obtain the **best value** to HHSC, i.e. the proposal offering the greatest overall combination of service and price, all of which shall be assessed in accordance with the established evaluation criteria established in this RFP. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR”.

In order for HHSC to evaluate OFFEROR’S response in a timely manner, please thoroughly read this RFP and follow instructions as presented.

1.1 RFP TIMETABLE AS FOLLOWS

The timetable as presented represents HHSC’s best estimated schedule. If an activity of the timetable, such as “Closing Date for Receipt of Questions” is delayed, the rest of the timetable dates may be shifted. Contract start date will be subject to the issuance of a Notice to Proceed.

ACTIVITY	SCHEDULED DATES
1. RFP Issued	March 4, 2020
2. Space Walkthrough – Meet at Ground Floor Elevators (Optional)	March 10, 2020, 1:00 PM HST
3. Offeror intent to submit a proposal	March 18, 2020
4. Closing Date for Receipt of Questions	March 19, 2020
5. RFP addendum to answer Questions	March 24, 2020
6. Closing Date for Receipt of Proposals	April 7, 2020, 2:00 PM HST
7. Proposal Evaluations	April 8 – April 22, 2020
8. Proposal Discussions and Best and Final offer Requests-Optional	April 23 – May 1, 2020
9. Estimated Proposal Award	May 11, 2020

1.2 AUTHORITY

This RFP is issued under the provisions of the East Hawaii Regional Procurement Policies & Procedures. All OFFERORS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any OFFEROR shall constitute admission of such knowledge on the part of such OFFEROR.

1.2.1 RFP ORGANIZATION

This RFP is organized into five sections:

SECTION 1: ADMINISTRATIVE

Provides information regarding administrative requirements.

SECTION 2: SCOPE OF SERVICES

Provides a detailed description of goods and/or services to be provided and delineates HHSC and CONTRACTOR responsibilities.

SECTION 3: PROPOSALS

Describes the required format and content for submission of a proposal.

SECTION 4: EVALUATION

Describes how proposals will be evaluated and lists the “value weight percentages” of the evaluation categories.

SECTION 5: AWARD OF CONTRACT

Describes procedures for selection and award of contract.

1.3 HEAD OF PURCHASING AGENCY (HOPA)

The HOPA for HHSC, or designee, is authorized to execute any and all Agreements (Contracts), resulting from this RFP.

The HOPA for this RFP is:

Dan Brinkman
Chief Executive Officer
East Hawaii Region
Hawaii Health Systems Corporation

1.4 DESIGNATED OFFICIALS

The officials identified in the following paragraphs have been designated by the HOPA as HHSC’s procurement officials responsible for execution of this RFP, award of Agreement and coordination of CONTRACTOR’s satisfactory completion of contract requirements.

1.4.1 ISSUING OFFICER

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

Jeffrey E. Dansdill, CPPO, CPPB, CMRP, Senior Contracts Manager
East Hawaii Region, HHSC
1190 Waianuenue Avenue, Hilo, HI 96720
PH: (808) 932-3112 FAX: (808) 933-2793
EM: jedansdill@hhsc.org

1.5 SUBMISSION OF QUESTIONS

Questions must be submitted in writing via electronic mail, facsimile or post mail to the Issuing Officer no later than the “Closing Date for Receipt of Questions”, identified in paragraph 1.1 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

- IMPORTANT -

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

HHSC reserves the right to reject or deny any request(s) made by OFFEROR.

Responses by HHSC shall be due to the OFFEROR no later than the dates stipulated in Section 1.1.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

SEND QUESTIONS TO:

Jeffrey E. Dansdill, CPPO, CPPB, CMRP, Senior Contracts Manager
East Hawaii Region, HHSC,
1190 Waianuenue Ave., Hilo, HI 96720
Fax: (808) 933-2793
Email: jedansdill@hhsc.org

1.6 SOLICITATION REVIEW

OFFEROR should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Jeffrey E. Dansdill, Senior Contracts Manager, no later than the “Closing Date for Receipt of Proposals” as identified in Section 1.1. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

1.7 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for the proposal evaluation period. RFP Amendments will be in the form of addenda.

1.8 CANCELLATION OF RFP

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

1.9 PROTESTS

Pursuant to East Hawaii Regional Policies, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of the contract may submit a protest. Any protest shall be submitted in writing to the HOPA as noted below.

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days **after** the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to and not later than the “Closing Date for Receipt of Proposals” identified in Section 1.1.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract as detailed in East Hawaii Regional Procurement Policies. The notice of award, if any, resulting from this solicitation shall be posted in the East Hawaii Region Procurement website:

<https://www.hilomedicalcenter.org/contract-awards.html>

Any and all protests shall be submitted in writing to the HOPA, as follows:

Dan Brinkman, Chief Executive Officer
East Hawaii Region
Hawaii Health Systems Corporation
1190 Waianuenu Avenue
Hilo, Hawaii 96720

SECTION 2
SCOPE OF SERVICES

The SCOPE OF WORK is as follows:

2.00 GENERAL

HHSC is requesting the services of a Design Build and Construction Contractor (“Contractor”) to renovate the prior MRI space into a general office space in the project known as the Ground Floor Office Space Renovation (“Office Space”). Generally speaking, the renovation work will consist of finishing the existing shell into workable space by installing a new drop ceiling, HVAC ductwork, relocating sprinkler heads, drywall, electrical, data lines, smoke and fire alarm equipment, doors and hardware, and badge readers. The Office Space renovation will be a turnkey project.

2.01 LOCATION

The Office Space is located on the ground floor of the Hilo Medical Center’s Acute Hospital (“HMC”), whose address is 1190 Waiianuenue Avenue, Hilo, Hawaii 96720. The work will be conducted in an active healthcare facility and additional requirements shall be imposed on the Contractor as described herein.

2.02 FACILITY REQUIREMENTS

The Contractor shall renovate the Office Space in accordance with the requirements herein and Exhibit A, with the Contractor providing the following services:

Design / Architectural / Project Management Activities

- A. Meet with HHSC and review the existing drawings as necessary to fully understand the scope of the project and HHSC expectations.
- B. Review HHSC requirements in regards to fixtures and finishes (Exhibit B) for the Office Space. Furniture is excluded from the Project.
- C. Provide Architectural, Civil, Electrical, Mechanical, Plumbing, Design Drawings at 60%, 90% and 100% for HMC review and approval.
- D. Apply for and pay for all Hawaii County Building Permits, including any special inspections.
- E. Establish a safety work plan and provide and utilize PPE equipment. Provide a copy to HHSC for review and approval.
- F. During onsite construction, regularly inspect and verify the work meets the design parameters.
- G. Conduct daily “tool box” safety meetings, and attend a weekly project meeting.
- H. Provide daily reports of work completed and work scheduled for the next day with relevant photos.

Construction Activities

- A. Establish and maintain barriers, sticky pads, HEPA filtration, and negative pressure for the duration of the project.
- B. Provide dumpsters and dispose of all wastes in a legal manner. Wet mop the shell space on a daily basis.
- C. Reconfigure and install the required mechanical, HVAC equipment, and controls per

- the approved architectural plans.
- D. Test, adjust, and balance the HVAC and provide a TAB report.
 - E. Provide and install new quick response pop down sprinkler heads.
 - F. Provide and install new aluminum ceiling grid and ceiling tiles.
 - G. Provide and install new interior wall steel stud and finished drywall.
 - H. Install new LED lighting, outlets, data ports, light switches, and cover plates. All wiring and data cables to be installed in EMT.
 - I. Provide and install new smoke detection and fire alarm equipment and programming.
 - J. Provide interior walls, doors, door hardware, locks, badge readers, dampers, and stops.
 - K. Provide shell doors, door hardware, locks badge readers, dampers, and stops.
 - L. Prime and paint all walls in three (3) coats of approved paint.
 - M. Remove dumpsters and contractor equipment and restore any damaged areas to previous condition.

2.03 DESIGN BUILD RESPONSIBILITIES

- 2.04 The Contractor's Design Build Team shall consist of all subcontractors and consultants. The Contractor shall provide Architectural/Engineering disciplines for the preparation of construction documents, and a construction contractor for construction of the project.
- 2.05 The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the Contractor's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period (contract length).

2.06 PROGRESS SCHEDULE

- 2.07 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:
 - A. Design Period: The design period and submission review periods (i.e., first and second reviews, other meetings, internal plan reviews, etc.).
 - B. Construction Period: Mobilization; Demolition method and sequencing; Renovation work; Procurement and installation of equipment; Utilities, and temporary rerouted medical center pedestrian routes, Tests and final inspection.
 - C. General Project Delivery Schedule and Narrative - Show relationships between renovation document development/completion (including required review activities) and renovation activities for, at a minimum, mobilization, demobilization, renovation work, equipment installation, utilities, testing and final inspection.
 - D. 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 schedules, if obtainable, may 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.

2.08 CONSTRUCTION DOCUMENT PREPARATION

2.09 Design Review Submissions:

- A. The Contractor's Design-Build Team shall prepare and submit complete construction documents for review and approval by HHSC in accordance with standard professional practice, the RFP, and prevailing codes.
- B. The documents may be divided into multiple review submission packages. HHSC will review as many as three (3) package submissions (examples: demolition, architectural, mechanical, electrical, etc.) to facilitate the start of construction.
- C. All submission packages will be reviewed at 30% and 95% completion stages. The 95% review submission packages will incorporate the final review comments from the 30% review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the Contractor.
- D. Each review submission package shall include three (3) hard copy sets and one (1) electronic copy in PDF format. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. Drawings are to be created and prepared with line weights and font sizes to be read in PDF format at 11" x 17" (half size). The hard copy packages will be distributed to the HHSC Project Management Office, with the electronic copy sent to the HHSC Contract Manager.

2.10 Design Review Meetings:

- A. A review meeting to resolve design issues be held at the request of HHSC for each design review package submitted. The meeting will include discussion of HHSC comments on functional relationships and technical peer review comments (by others).
- B. Participants will include the Contractor, HHSC Staff and A/E team members as appropriate for the specific package to be reviewed and others. The Contractor will each allow for up to (1) full day for each design review meeting.
- C. The Contractor shall allow a minimum of ten (10) working days for each review cycle. A cycle includes:
 - 1. HHSC's receipt of the design review submission package
 - 2. The review meeting
 - 3. Contractor's receipt of comments from HHSC, either electronically, by fax, or by hard copy delivery

- D. Coordination of the review meeting schedules will be the responsibility of the HHSC'S Technical Representative and the Contractor's primary contact for this project.

2.11 LICENSE

- 2.12 The Contractor's A/E who prepares the construction documents shall be a professional architect or engineer licensed in the State of Hawaii.
- 2.13 The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The Contractor's A/E shall certify compliance with the RFP and all applicable codes.

2.14 APPROVED CONSTRUCTION DOCUMENTS

- 2.15 The final construction document submission package will be submitted by the Contractor for approval by HHSC after completion of the 95% review cycle for the final package to be submitted by the Contractor. HHSC will have ten (10) days to take approval action.
- 2.16 The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
- 2.17 The final construction documents submission package will incorporate all HHSC supplied comments from the earlier 30% and 95% submission package reviews and will comply with the RFP.
- 2.18 If the final construction documents submission package is not complete, a post submittal may be required the cost of which will be borne by the Contractor.
- 2.19 The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.
- 2.20 See Section 2.13, Design Review Submissions, for the Approved Construction Document distribution.
- 2.21 Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the Contractor. The construction drawings shall include a coordinated set of the following:
 - A. Architectural drawings including floor plans, wall sections, reflected ceiling plans, room finish schedules, ~~auto transport~~ and other details.
 - B. HVAC (Mechanical) drawings including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations.

- C. Electrical drawings including site demolition plans, site, floor (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details.
- 2.22 Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the RFP. The specification submitted for review shall include:
- A. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
 - B. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the RFP documents; and
 - C. The required “wet” stamp of the licensed architect or engineer of record.

2.23 DESIGN REQUIREMENTS – COMPLIANCE WITH CODES AND STANDARDS

- 2.24 Ensure that all work and material shall conform to the applicable portions of the following codes, most recent edition, unless noted, including but not limited to the following list:
- A. Uniform Building Code;
 - B. Uniform Plumbing Code;
 - C. Uniform Mechanical Code;
 - D. National Fire Protection Association NFPA 101 Life Safety Code
 - E. Federal, State and County Public Health Codes;
 - F. Underwriters Laboratories; and
 - G. Facility Guideline Institute, 2014

2.25 CONSTRUCTION PERIOD SUBMITTALS

- 2.26 The Contractor shall distribute a total of four (4) sets of the approved construction documents prepared by the Contractor to HHSC, as directed by HHSC Technical Representative.
- 2.27 Other submittals - The Contractor shall submit test results, certificates, manufacturer’s instructions, manufacturers’ field reports, etc. as required by the RFP specifications, to HHSC’S Technical Representative.
- 2.28 Project record drawings - The Contractor will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the HHSC Technical Representative at all times.
- 2.29 Shop drawings and submittals - The Contractor’s A/E shall review all construction contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of

materials for conformity with the RFP Documents and construction documents. The Contractor's A/E shall recommend approval, disapproval, or other suitable disposition to the HHSC Technical Representative.

2.30 The HHSC Technical Representative will have final approval authority. The Contractor's A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the Contractor's A/E will request the Contractor's Construction Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the Contractor's A/E shall review all prior submittals for related components of the system before acting on a single component.

2.31 The Contractor's A/E may be required to hold joint reviews with the HHSC Technical Representative on complicated system submittals. The Contractor's A/E shall notify the HHSC Technical Representative in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.

2.32 PERMITTING

2.33 The Contractor shall be responsible for obtaining all necessary State and County permits, including but not limited to; the submittal, tracking, payment of, and picking up of all permits.

2.34 The Contractor shall provide HHSC a copy all permits prior to the commencement of any site work.

2.35 CONSTRUCTION

2.36 The Office Space shall be constructed in accordance with the Final Approved Construction Drawings, the Project Schedule, the requirements of this RFP and the all Federal, State and County rules and regulations.

2.37 Construction for this project 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.

2.38 Owner (HHSC) /Architect/Contractor ("OAC") Meetings will be held onsite weekly during the construction phase of the project. All necessary HHSC and Contractor Staff shall attend.

2.39 The Contractor shall comply with HHSC policies and procedures regarding work being completed within the facility, including not limited to; wall penetrations and ceiling access requirements.

2.40 HHSC shall have the right to immediately shut down all construction on the project due to safety or other relevant reason. The HHSC Technical Representative, HMC Project Management Office 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 Project Management Office or Safety Officer. All shut down costs shall be the Contractor's responsibility.

2.41 PROJECT CLOSE OUT

2.42 The Contractor shall comply with the requirements in the "General Conditions" and those requirements listed below, for submission of final as-built drawings, manuals, and other requirements as noted. Required as built drawings and specifications will be submitted in the same format required for the construction documents.

2.43 Substantial Completion

Before requesting a Final Inspection to determine Substantial Completion, complete the following items in addition to requirements of Article 7 of the GENERAL CONDITIONS:

- A. Submit specific warranties, final certifications, and similar documents.
- B. Obtain and submit operating certificates, and similar releases and access to services and utilities, unless waived by HHSC.
- C. 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.
- D. Complete startup testing of systems, if applicable.
- E. Submit test, adjust, and balance records.
- F. Submit changeover information related to HHSC'S occupancy, use, operation, and maintenance.
- G. Complete final cleaning requirements, including touch up painting.
- H. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

2.44 Final Completion

2.45 Within ten (10) days from the Project Acceptance Date, complete the following items in addition to requirements of GENERAL CONDITIONS Article 7 PROSECUTION AND PROGRESS:

- A. Instruct HHSC'S personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training media materials.

2.46 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.

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

2.47 Project Record Documents and Requirements:

- A. Definition: “Project Record Documents”, including Record Drawings, shall fulfill the requirements of “Field-Posted As-Built Drawings” listed in the GENERAL CONDITIONS.
- B. Do not use Project Record Documents for daily construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for HHSC’S reference during normal working hours. Maintain these documents as specified in paragraph entitled “Record Drawings” hereinafter.
- C. The Contractor’s A/E will update the drawings to show all addendum, PCD, and sketch changes. The Contractor’s A/E will make all “red-line” corrections to these drawings to record the changes depicted on the Contractor’s Field Posted Record (“As-Built”) by accepted drafting practices as approved by HHSC.
- D. The Contractor shall provide shop drawings in PDF format. The new drawing sheets shall be titled and numbered to conform to the construction drawings and clearly indicate what information they supersede in the actual construction drawings. For example a new drawing that replaces drawing M-3, could be numbered M-3a.
- E. Submit final Record Documents (Field Posted Record Drawings) within 10 days after the Final Inspection Date but no later than the Contract Completion Date, unless the GENERAL CONDITIONS require an earlier submittal date.
- F. The Contractor shall guarantee the accuracy of its final Record Documents. HHSC will hold the Contractor liable for costs HHSC incurs as a result of inaccuracies in the Contractor’s Record Documents.
- G. Prepare and submit [construction photographs and electronic files], damage or settlement surveys, property surveys, and similar final record information as

required by HHSC.

2.48 Warranties:

- A. 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.
- B. Use the final submittal of the warranties to create an electronic Adobe Acrobat PDF (Portable Document Format) warranty documents files. Each sheet shall be separately scanned, at 600 DPI or better into a PDF file, indexed and sent to HHSC electronically.

2.51 Final Cleaning:

- A. 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.
- B. 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.

SECTION 3 **PROPOSALS**

3.0 INTRODUCTION

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving OFFEROR ample opportunity to highlight their proposal. When an OFFEROR submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.1 PROPOSAL PREPARATION

OFFEROR shall prepare a written proposal in accordance with requirements of this Section. Proposals shall address and contain, at a minimum:

1. The technical category information identified in paragraph 3.7 below.
2. The price category information identified in paragraph 3.8 below.

The Technical and Price proposals shall be distinct documents / files and readily separable for review. Proposals shall include all data and information requested to qualify proposals for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of a proposal.

3.2 COSTS FOR PROPOSAL PREPARATION

Any and all costs incurred in the development of proposals, (i.e. preparing and submitting, on-site product/service demonstrations, on-site visits, oral presentations, travel and lodging, etc.) shall be the sole responsibility of OFFEROR.

3.3 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. HHSC reserves the right to ask for clarification of any item in the proposal.

- ATTENTION -

Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Please refer to Section 1.5.

An OFFEROR will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- Proof of collusion among OFFERORS, in which case all proposals involved in the collusive action will be rejected.
- The OFFEROR'S lack of responsibility and cooperation as shown by past work or services.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- Proof of exclusion from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care.

3.4 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (which includes a technical proposal and a price proposal). Alternate proposals will not be accepted. The Issuing Officer must receive the Proposal electronically (PREFERRED) or one (1) hard copy with one (1) electronic copy (USB flash drive) of the proposal no later than the “Closing Date for Receipt of Proposals”, identified in Section 1, paragraph 1.1. **Proposals received after this time/date may be rejected.** Mail or deliver proposals to the following address:

Jeffrey E. Dansdill, CPPO, CPPB, CMRP, Senior Contracts Manager
East Hawaii Region, HHSC,
1190 Waiuanue Ave., Hilo, HI 96720
Fax: 808. 933-2793
Email: jedansdill@hhsc.org

Electronic proposals can be submitted to the following file share address (PREFERRED):
<https://hawaiihealthsystemcorporation.sharefile.com/r-r3d885a5b0a34def9>

The submitted electronic documents or for hardcopies, the outside cover of the package containing the proposal should be noticeably marked, as follows: **RFP # HHSC FY20-0350: <Vendor Name>**

3.5 PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit proposal with a transmittal cover letter. The transmittal cover letter must be on the OFFEROR’S official business letterhead; signed by an individual authorized to legally bind the OFFEROR; affixed with the corporate seal or notarized; and minimally include information, as written/requested, on the “sample” letter in APPENDIX A.

3.6 PUBLIC INSPECTION

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

OFFEROR shall request in writing the 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. 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 OFFEROR become the property of HHSC and may be returned only at HHSC’s option.

3.7 TECHNICAL PROPOSAL

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.

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. **Provide verification of all licenses.**

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.

3.5.2 Proposed Method of Approach:

Proposals will be evaluated based on the Offeror's distinctive plan for providing the Design Build 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 – per the requirements listed in Section 2.06 of the RFP
2. Floor Plan
3. Interior Drawings
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.

3.7.1 NON-APPLICABLE PROPOSAL REQUIREMENT

Excluding HHSC General and Special Terms and Conditions, and any objectionable or defective RFP matters, if any proposal requirement, as describe in this Section, is not applicable to the OFFEROR and therefore will/cannot be provided, list the requirement(s) and provide detailed explanation of the reasons why the requirement(s) is not applicable. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this Section.

3.7.2 NON-ACCEPTANCE OF ANY RFP REQUIREMENT

If any RFP requirement, as describe in this RFP, is not acceptable to the Offeror, list the requirement(s) and provide detailed explanation of the reasons why the requirement(s) is not acceptable and provide a recommended revision, if applicable. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP.

- ATTENTION -

Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Please refer to Section 1.7.

3.7.3 PROPOSAL SUBMISSION CHECKLIST

The proposal submission checklist is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR'S proposal; and, as a supplementary means of performing evaluation of the "Mandatory Requirements", as set forth in Section 5 paragraph 5.2.1. The checklist is required to be completed by each OFFEROR and included (as the last document) in the proposal package. The proposal submission checklist is in Section 6, APPENDIX B.

SECTION 4

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 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 (\$ _____)

4.0.4 The successful Offeror shall invoice HHSC, at a minimum, monthly for their services, or in a manner mutually agreeable to both parties. This will include a report outlining the hours expended and remaining per task.

4.0.5 Company Information:

A. Architect Firm: _____

B. General Contractor: _____

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

4.1.1. HHSC shall pay CONTRACTOR pursuant to the payment plan proposed by CONTRACTOR and accepted by HHSC.

Invoices for services rendered pursuant to and during the term of this agreement, inclusive, all in arrears, are subject to the prior receipt of the following written documentation, which must be included in the invoice for services:

- a. the Contract number, (#20-0350);
- b. the date(s) of the service(s) performed;
- c. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- d. signed and dated by the Contractor's delegated signatory.

4.1.2 The Contractor's invoice is due to the Technical Representative named in this Agreement by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due SIXTY (60) days after receipt of Contractor's invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.

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

4.2 Not to Exceed Amount: The total sum of money the HHSC is administratively authorized to expend under this Agreement during its full term, including all applicable taxes and expenses incurred, will be provided in the Notice of Award to the selected Contractor.

4.2 OTHER CONDITIONS

4.2.1 Anti-collusion Certification - In accordance with 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 of 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 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 _____	Addendum No. 5 _____
Date	
Addendum No. 2 _____	Addendum No. 6 _____
Addendum No. 3 _____	Addendum No. 7 _____
Addendum No. 4 _____	Addendum No. 8 _____

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 Section 103D-302 HRS. 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 not include any Joint Contractor or Subcontractor previously listed.

Contractors shall list only one joint contractor or subcontractor per required specialty contractor’s license.

Class	Classification Description	License	Complete Firm Name Joint Contractor or Subcontractor

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)

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.

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)

SECTION 5 **EVALUATIONS**

5.0 INTRODUCTION

The evaluation of proposals shall be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

5.1 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected from HHSC to perform all evaluation requirements. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in the RFP. HHSC reserves the right to request information from OFFEROR to clarify the OFFEROR'S proposal.

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Price Proposal Evaluation
- Phase 4....Determination of Priority List of OFFERORS
- Phase 4.....Proposal Discussions by Priority-List (**optional**)
- Phase 5.....Best and Final Offers by Priority List (**optional**)
- Phase 6.....Recommendation for Contract Award

5.2.1 PHASE - 1 EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below, shall be based upon a "Pass/ No Pass" basis. The purpose of this phase is to determine whether an OFFEROR'S proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the OFFEROR have the capability to perform fully the Scope of Services requirements"; and, "Were proposal documents, as identified below, received by HHSC and do they contain the required information?" Failure to meet any mandatory requirement may be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification ("No Pass") thereof.

Proposal Mandatory Requirements.

- Proposal Cover Letter **with corporate seal or notarization**
- Technical Proposal
 - Background, Qualifications and Experience
 - Method of Approach to the Scope
- Price Proposal
- Proposal Submission Checklist
- Bid Security (5% of Lump Sum Proposal Amount)

5.2.2 PHASE - 2 TECHNICAL PROPOSAL EVALUATION

Evaluation of OFFEROR'S technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 5.3 and the evaluation scoring system identified in paragraph 4.5.

5.2.3 PHASE - 3 PRICE PROPOSAL EVALUATION

Evaluation of the price proposal shall be conducted using the price proposal category and the value weight percentages identified in paragraph 5.3 and the evaluation scoring system identified in paragraph 5.4.

5.2.4 PHASE - 4 PROPOSAL DISCUSSIONS WITH PRIORITY-LISTED OFFERORS (OPTIONAL)

At its discretion, following the Mandatory Requirements Phase, HHSC may develop a Priority List of Offerors based on the evaluation of OFFERORS' Technical and Price proposals. This Priority List may be asked to conduct discussions with HHSC. OFFEROR'S proposal may be accepted without Discussions. In the event that HHSC elects to hold Discussions, HHSC shall inform Priority-Listed OFFERORS of specific Discussion topics and issues; and schedule Discussion proceedings.

5.2.5 PHASE - 5 BEST AND FINAL OFFERS (OPTIONAL)

OFFEROR may be requested to submit a Best and Final offer. Best and Final offers shall be evaluated and scoring of the OFFEROR'S proposal adjusted, accordingly. If a Best and Final offer is requested but not submitted, the previous submittal shall be construed as the Best and Final offer.

5.2.6 PHASE - 6 RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to the HOPA.

5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Experience and Expertise of the Firm & Key On-Site Personnel.....	30%
Proposed Method of Approach.....	40%
<u>Price Proposal.....</u>	30%
	TOTAL100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100) per evaluator. The proposal receiving the highest number of points is considered statistically the best proposal and the **best value** 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 weight percentage, as determined by HHSC, totaling 100%. Each category will be rated between one (1) and ten (10), with ten being the highest (the best rating) by each member of the evaluation committee. The OFFEROR'S total score (see note below) will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and, c) totaling the score of all evaluators.

Note: In determining the total score, the OFFEROR'S price proposal with the lowest price will receive the highest available rating allocated to price. Each proposal that has a higher price than the lowest will have a lower rating for price. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION 6
AWARD OF CONTRACT

6.0 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is determined by the Evaluation Committee to provide the best value to HHSC, considering all evaluation reviews and results.

6.1 CONTRACT AWARD NOTIFICATION

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii State Procurement Office website. This will serve as the official notification to all OFFERORS. In addition, the Issuing Officer will inform the successful OFFEROR of contract award selection by an official “notice of award” letter.

At its discretion and as a courtesy to the OFFEROR the Issuing Officer may issue a “Notice of Posting of Award” to the unsuccessful OFFERORS. However a delay in issuing the notice or the inadvertent omission of such courtesy notice will not extend the protest filing time.

6.2 CONTRACT AWARD DEBRIEFING

If requested, HHSC shall provide a contract award debriefing. The purpose of a debriefing is to inform the non-selected OFFEROR of the basis for the source selection decision and contract award. A written request to the Issuing Officer for a debriefing shall be made within three (3) working days after receipt of non-award of contract letter from HHSC and/or posting of the award of the contract.

6.3 METHOD OF AWARD

6.3.1. CONTRACT DOCUMENT

The contract will be awarded by executing an **“Agreement for Goods or Services Based upon Competitive Sealed Proposals”** (hereinafter “CONTRACT”) by HHSC and the successful OFFEROR (hereinafter “CONTRACTOR”). This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and the CONTRACTOR’s accepted proposal, with any and all addendums, changes, negotiated agreements, all of which becomes part and whole of the CONTRACT.

6.4. GENERAL AND SPECIAL CONDITIONS:

The INTERIM GENERAL CONDITIONS, Division of Public works, Department of Accounting and General Services, State of Hawaii and the SPECIAL CONDITIONS are applicable and shall be part and whole and attached to the Agreement.

The INTERIM GENERAL CONDITIONS, Division of Public works, Department of Accounting and General Services, State of Hawaii **provisions are non-negotiable**. Please refer to Section 1.5.

Of particular significance, please note/review the following requirements:

6.4.1 GENERAL EXCISE/USE TAX

Refer to the INTERIM GENERAL CONDITIONS, Division of Public works, Department of Accounting and

General Services, State of Hawaii. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii CONTRACTOR are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the use tax imposed by Chapter 28, HRS.

Pursuant to Section 237-9, HRS, the CONTRACTOR is required to obtain and/or possess a valid General Excise Tax License from the Hawaii State Department of Taxation (DOTAX) prior to executing a contractual agreement with a State Agency (Reference the INTERIM GENERAL CONDITIONS, Division of Public works, Department of Accounting and General Services, State of Hawaii).

6.4.2 CONTRACT EXECUTION

Upon receipt of the CONTRACT document, the CONTRACTOR shall have ten (10) business days to execute and return the CONTRACT to the Issuing Officer. Explicit execution instructions will accompany the CONTRACT. A copy of the fully executed CONTRACT will be provided the CONTRACTOR within seven (7) business days of CONTRACT execution.

Award of CONTRACT may be withdrawn if the CONTRACTOR is unable to meet CONTRACT execution requirements.

6.4.3 CONTRACT COMMENCEMENT DATE

Upon completion of CONTRACT execution requirements, a **“Notice to Proceed”** letter will be provided the CONTRACTOR specifying the “Commencement” (start work) date of the CONTRACT. No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the Notice to Proceed letter. HHSC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official, notice to proceed “Commencement” date.

**SAMPLE
PROPOSAL TRANSMITTAL COVER LETTER**

Dear Sirs:

(Name of Business) proposes to provide any and all goods and services as set forth in the “Request for Proposals for Competitive Sealed Proposals” to provide “**Design / Build Services for Ground Floor Office Space Renovation, Hilo Medical Center, RFP # HHSC FY20-0350**, for which fees/costs have been set. The fees/costs offered herein shall apply for _____ (Please insert applicable period of time) _____.

It is understood and agreed that (Name of Business) have read HHSC’s Scope of Services described in the RFP and that this proposal is made in accordance with the provisions of such Scope of Services. By signing this proposal, (Name of Business) guarantee and certify that all items included in this proposal meet or exceed any and all such Scope of Services.

(Name of Business) agree, if awarded the contract, to provide the goods and services set forth in the RFP; and comply with all terms and conditions indicated in the RFP; and at the fees/costs set forth in this proposal. The following individual(s) may be contacted regarding this proposal:

Other information:

Business Phone #:		Federal Tax ID #:	
Facsimile #:		Hawaii GET Lic. ID #:	
E-mail address:			

(Name of Business) is a: Sole Proprietor Partnership Corporation Joint Venture

Other (Specify) _____

State of Incorporation is: (Specify) _____

The exact legal name of the business under which the contract, if awarded, shall be executed is: _____

(Authorized Bidder’s Signature, Printed Name/Title; Corporate Seal or Notarized)

Encl: Proposal

PROPOSAL SUBMISSION CHECKLIST

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

**Please
Check Off
Offeror
Submitted**

HHSC Use

Proposal Items

<input type="checkbox"/>	<input type="checkbox"/>	Proposal Received “On-Time”
<input type="checkbox"/>	<input type="checkbox"/>	One (1) Original Proposal - electronic copy in pdf format (Preferred) or hard copy with USB drive of Proposals.
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Transmittal Cover Letter:
<input type="checkbox"/>	<input type="checkbox"/>	• Official Business Letterhead
<input type="checkbox"/>	<input type="checkbox"/>	• Authorized Signature
<input type="checkbox"/>	<input type="checkbox"/>	• Corporate Seal or Notarized
<input type="checkbox"/>	<input type="checkbox"/>	• Required Information
<input type="checkbox"/>	<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	• Background, Qualifications and Experience
<input type="checkbox"/>	<input type="checkbox"/>	• Method of Approach to the Scope
<input type="checkbox"/>	<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Optional Services Costs
<input type="checkbox"/>	<input type="checkbox"/>	Non Applicable Proposal Requirement(s)
<input type="checkbox"/>	<input type="checkbox"/>	All Data and Information Required of the RFP
<input type="checkbox"/>	<input type="checkbox"/>	Proprietary Documents
<input type="checkbox"/>	<input type="checkbox"/>	Others (List)
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Submission Checklist

CONTRACTOR'S ACKNOWLEDGMENT

State of _____

County of _____

County of _____

On this day of _____, 20____, before me personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument in behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

NOTARY PUBLIC:

SIGNATURE: _____

PRINTED NAME: _____

COMMISSION EXPIRES: _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

I certify that the services to be provided under this Agreement by the CONTRACTOR may be performed concurrently with the CONTRACTOR's private business or profession or other private employment, and that it is impracticable to ascertain or anticipate the portion of time to be devoted to the service of the State or HHSC. Pursuant to section 76-16(15), Hawaii Revised Statutes, the services are exempt from the state civil service.

_____ Date: _____

Dan Brinkman
Chief Executive Officer
East Hawaii Region
Hawaii Health Systems Corporation

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

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

CONTRACTOR

By: _____

Title: _____

Date: _____

*Reminder to FACILITY: if "is" is circled, 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.

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://pwd.hawaii.gov/construction-management-branch/>

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.
- 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 TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

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:

Mr. Dave Mertens
Hilo Medical Center Project Manager
Phone – 808-932-3590
Email – dmertens@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. HHSC General Conditions
3. The RFP solicitation documents and all addenda.
4. CONTRACTOR'S Best and Final Offer [if any], then the CONTRACTOR'S proposal."
5. CONTRACTOR'S Terms and Conditions and/or Master Agreement."

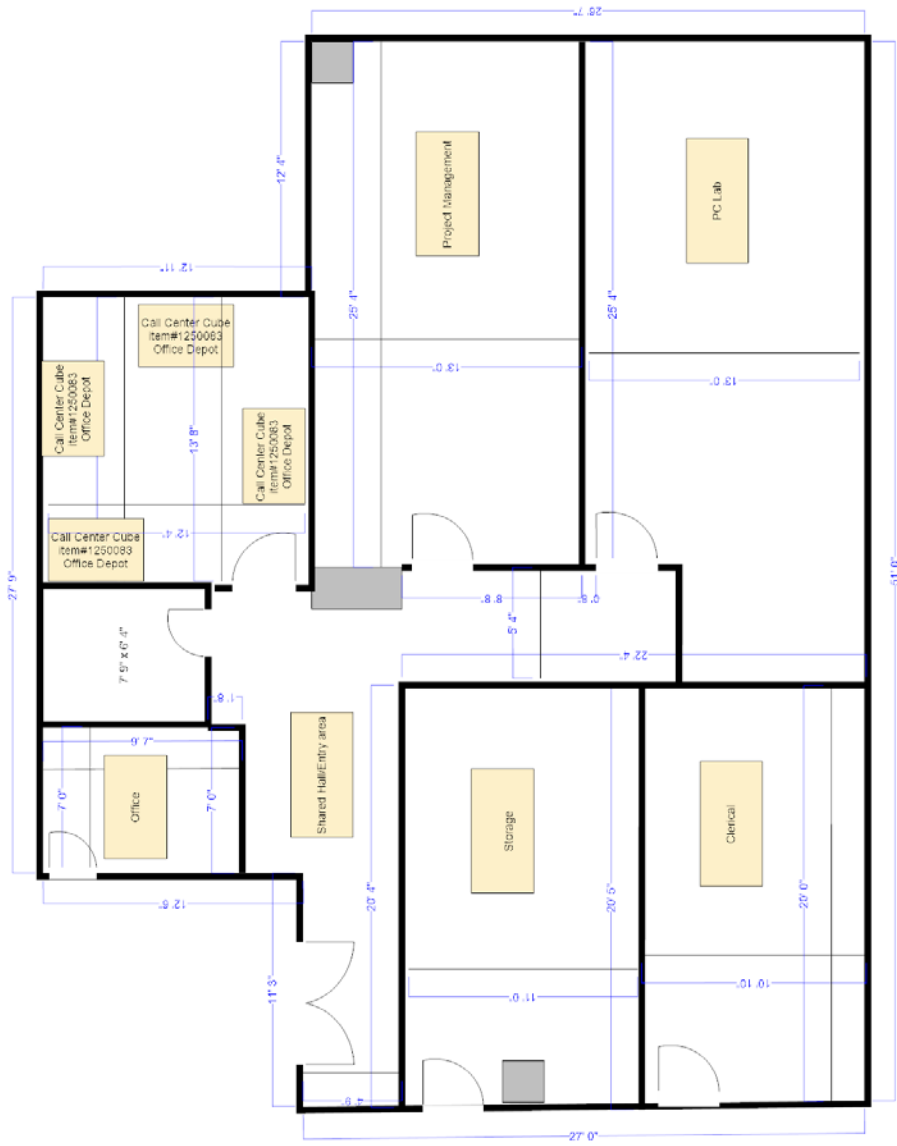
11.0 Exemption From Hawaii Revised Statutes Chapter 103D: HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where 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://pwd.hawaii.gov/construction-management-branch/>

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

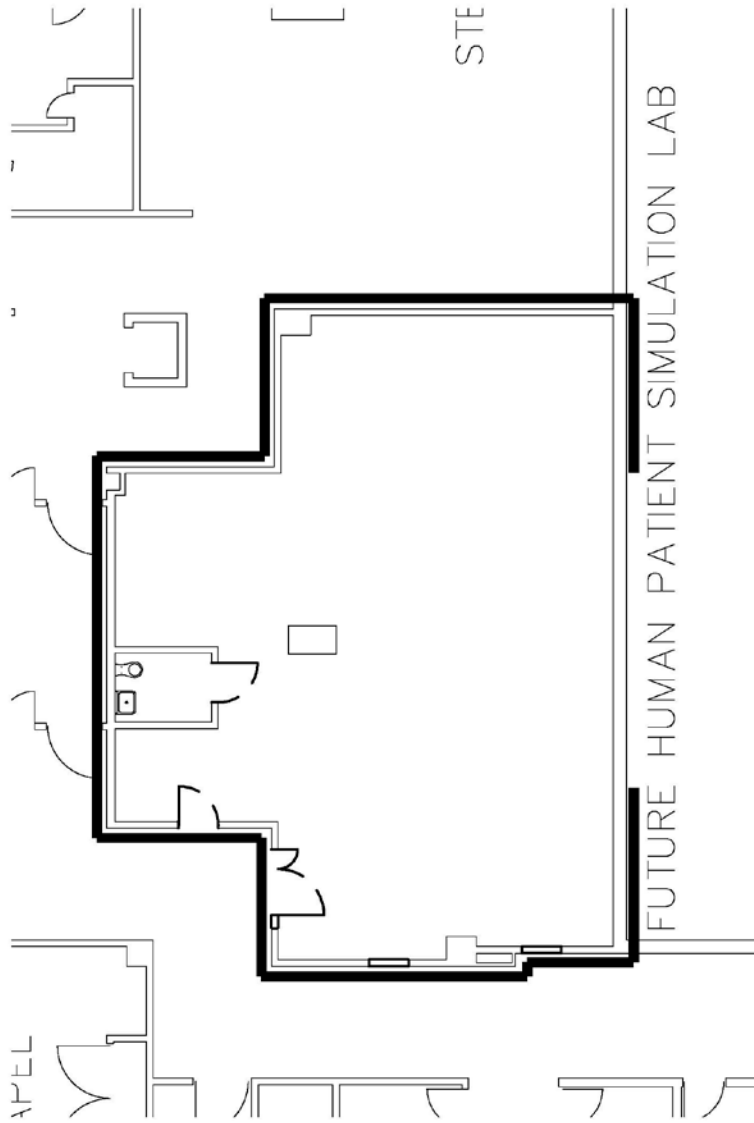
- a. The following terms specified in Section 1 are hereby defined:
 1. Bidder shall have the same definition as Contractor.
 2. Comptroller shall be the Chief Financial Officer at Hilo Medical Center or his authorized representative.
 3. Department shall be HHSC or its designee.
 4. Engineer shall be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

END OF DOCUMENT
RFP # 20-0350



Facility Rough Draft Plan for Proposed Sim Lab Area

Deleted: December 11, 2019



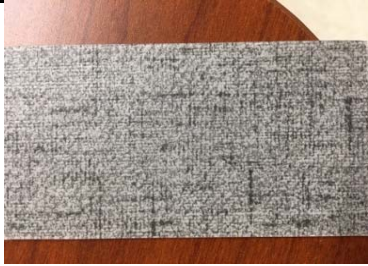





Existing Plan for Proposed Sim Lab



Deleted: December 11, 2019

HMC CIP
Standard Finishes

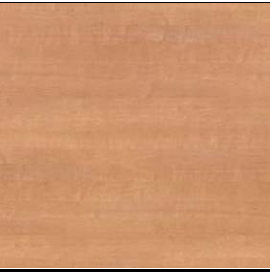
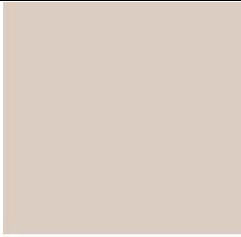
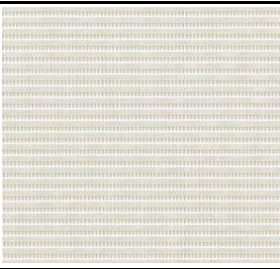

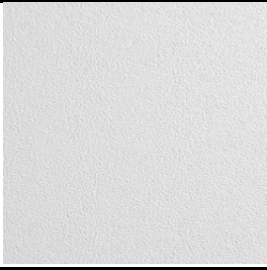

RFP #20-0350: EXHIBIT B

Area	Image	Manufacturer/Model/Color
Sheet Flooring. This would be for any surgical reas and rolled flooring applications		Armstrong Flooring/ <u>Medintech/Silver Gray #84197</u>
Floor Tile (Common Areas and patch work only)		Armstrong Flooring/Vinyl Composition <u>Tile/Sandrift White</u> or Match existing if patching <u>#51858</u>
Hallway flooring		Armstrong Flooring/DecorArt Rejuvenations. <u>Metropolis Broadway#38514</u>
Exam & Patient rooms		Armstrong Flooring/DécorArt Rejuvenations. <u>CityscapeManhattan #38529</u>
Wall Base	 <p style="text-align: center; font-size: small;">209 GRAY BEIGE</p>	Burke/#209 Gray-Beige
Wall Paint	 <p style="font-size: x-small;">SW 7036 Accessible Beige Interior / Exterior Locator Number: 249-C1</p>	Sherwin Williams/SW7036 Accessible Beige

HMC CIP
Standard Finishes

Impact Panel		Inpro/Chino 0258
Wall Guards		Inpro/#1800/Chino
Handrail		Inpro/#800 Handrail/Chino
Solid Surface Counters with integrated Sink	<p>Sanded Sahara <small>SS440</small></p> 	Staron/Sanded Sahara SS440
Solid Surface Counters with integrated Sink (Image Department Only)		Corian/Fossil
Laminate Doors and Cabinets		Wilsonart/Limber Maple 10734-60 Matte Finish

HMC CIP
Standard Finishes







<p>Laminate Doors and Cabinets (Image Department Only)</p>		<p>Nevamar/HPL/Siren Maple Super Matte Finish</p>
<p>Floor Grout</p>	 <p>#17 - Marble Beige</p>	<p>Laticrete/#17 Marble Beige Epoxy</p>
<p>Window Coverings</p>		<p>MechoSystems/ThermoVeil Dense Verticle Weave 0900 Series 0-1% Open/0911 Porcelain</p>
<p>Ceiling Grid (Exept Pharmacy, Clean and Dirty Utility Rooms)</p>		<p>Armstong/1.5" Aluminum Co-extruded Clean Room OPTIMA Health Zone Square Lay-in Fine Texture/White</p>
<p>Ceiling Tiles</p>		<p>Armstong/Clean Room FL VL 870B Smooth Unperforated Square Lay-in/White</p>
<p>Drop-in Lights</p>		<p>Sylvania/#74248-1 2x4 or 2x2 with 32 watt bulbs/White with temp 4000 bulbs</p>

HMC CIP

Standard Finishes

<p>Outlets (Offices, Waiting Rooms, Patient Rooms with USB Port)</p>		<p>Leviton/Hospital Grade/White with Brushed Finish Stainless Steel Faceplate</p>
<p>Outlets (Emergency Power)</p>		<p>Leviton/Hospital Grade/Red with Brushed Finish Stainless Steel Faceplate</p>
<p>Door Levers</p>		<p>Falcon/T-Series Dane Grade Commercial Lock Hospital Grade/Satin Chrome</p>
<p>Door Cylinders</p>		<p>Falcon/E Key Way</p>
<p>Card Badge Readers</p>		<p>HID/MultiClass SE RPK40/Black</p>
<p>Cabinet Hardware</p>		<p>Amerock/Allison Value Hardware Collection 4" Pull 4.25x0.25x1.25/Brushed Dull Chrome</p>

HMC CIP
Standard Finishes

<p>Restroom Wall Tile</p>		<p>Daltile/4.25x4.25/Semi-Gloss Almond 0135 with Coral Bead Q092 Accent</p>
<p>Restroom Floor Tile</p>		<p>Daltile/2x2/Marble D325</p>
<p>Flush Valves for Urinals and Toilets</p>		<p>Sloan/G2811 3.5gpm (Toilet) or G2 8186-1 1 gpm (Urinal)/Polished Chrome</p>
<p>Toilets</p>		<p>American Standard/Madera Floor Mount/White</p>
<p>Faucets (Public Restrooms)</p>		<p>Sloan/SF-2450 (Battery) or SF-2400 (Electric)/Polished Chrome</p>
<p>Faucets (Hand Washing Stations and Clinical)</p>		<p>Chicago Faucets/10" Gooseneck Spout with Blade Controls (4" in Hand Washing Station Sinks or 6" in Clinical sinks) and Laminar Flow/Polished Chrome</p>