

EAST HAWAI`I REGION  
HAWAI`I HEALTH SYSTEMS CORPORATION

REQUEST FOR PROPOSALS

**# HHSC FY 24-0450**

**DESIGN /BUILD SERVICE FOR  
RELOCATION OF HILO MEDICAL CENTER TESTING LABORATORY**

For

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

AN AGENCY OF THE STATE OF HAWAII

Due Date for Proposals  
in Response to this Solicitation:

May 8, 2024  
2:00 PM HST

**TABLE OF CONTENTS**

		<b>PAGE</b>
<b>SECTION</b>	<b>1: GENERAL NOTICE</b>	<b>3</b>
<b>SECTION</b>	<b>2: SCOPE OF SERVICES</b>	<b>5</b>
<b>SECTION</b>	<b>3: PROPOSALS</b>	<b>8</b>
<b>SECTION</b>	<b>4: PRICING SCHEDULE &amp; COMPENSATION</b>	<b>12</b>
<b>SECTION</b>	<b>5: EVALUATION</b>	<b>14</b>
<b>SECTION</b>	<b>6: AWARD OF CONTRACT</b>	<b>17</b>
<hr/>		
<b>APPENDIX A:</b>	<b>TRANSMITTAL COVER SHEET FORM</b>	<b>18</b>
<b>APPENDIX B:</b>	<b>ACCEPTANCE OF GENERAL CONDITIONS</b>	<b>19</b>
<b>APPENDIX C:</b>	<b>GENERAL CONDITIONS</b>	<b>20</b>
<b>APPENDIX D:</b>	<b>SPECIAL CONDITIONS</b>	<b>28</b>
<b>APPENDIX E:</b>	<b>PROPOSAL SUBMISSION CHECKLIST</b>	<b>32</b>
<b>APPENDIX F:</b>	<b>STANDARDS OF CONDUCT DECLARATION</b>	<b>33</b>

**SECTION 1**  
**GENERAL NOTICE**

**1.1 INTRODUCTION**

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

**1.2 PROCUREMENT TIMETABLE**

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

	<b>ACTIVITY</b>	<b>SCHEDULED DATES</b>
1.	RFP Public Announcement	April 16, 2024
2.	Preproposal site Review	April 23, 2024 10:00 AM
3.	Closing Date for Receipt of Questions	April 26, 2024
5.	Addendum for HHSC Response to OFFEROR’S Questions	May 1, 2024
6.	<b>Closing Date for Receipt of Proposals</b>	<b>May 8, 2024 2:00PM HST</b>
7.	Proposal Evaluations	May 10, 2024
8.	Proposal Discussions ( <b>optional</b> )	May 13-24, 2024
9.	Best and Final Offers ( <b>optional</b> )	May 13-24, 2026
10.	Contractor Selection/Award Notification (on/about)	May 27, 2024
12.	Contract Start Date	TBD

**1.3 ISSUING OFFICER**

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

Sam Nelson  
Regional Compliance and Contracts Officer  
Hilo Medical Center  
1190 Waiianuenue Avenue, Hilo, HI 96720  
Email: [snelson1@hhsc.org](mailto:snelson1@hhsc.org)  
Phone: 808-932-3113

#### **1.4 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 1.2 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.**

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

#### **1.5 PRE-PROPOSAL CONFERENCE**

for all interested Offerors to cover the RFP and for the purpose of viewing the site after the conference. Attendance at the conference is not mandatory.

#### **1.6 RFP AMENDMENTS**

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

#### **1.7 CANCELLATION OF RFP**

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

#### **1.8 PROTESTS**

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

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

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

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

**SECTION 2**  
**SCOPE OF SERVICES**

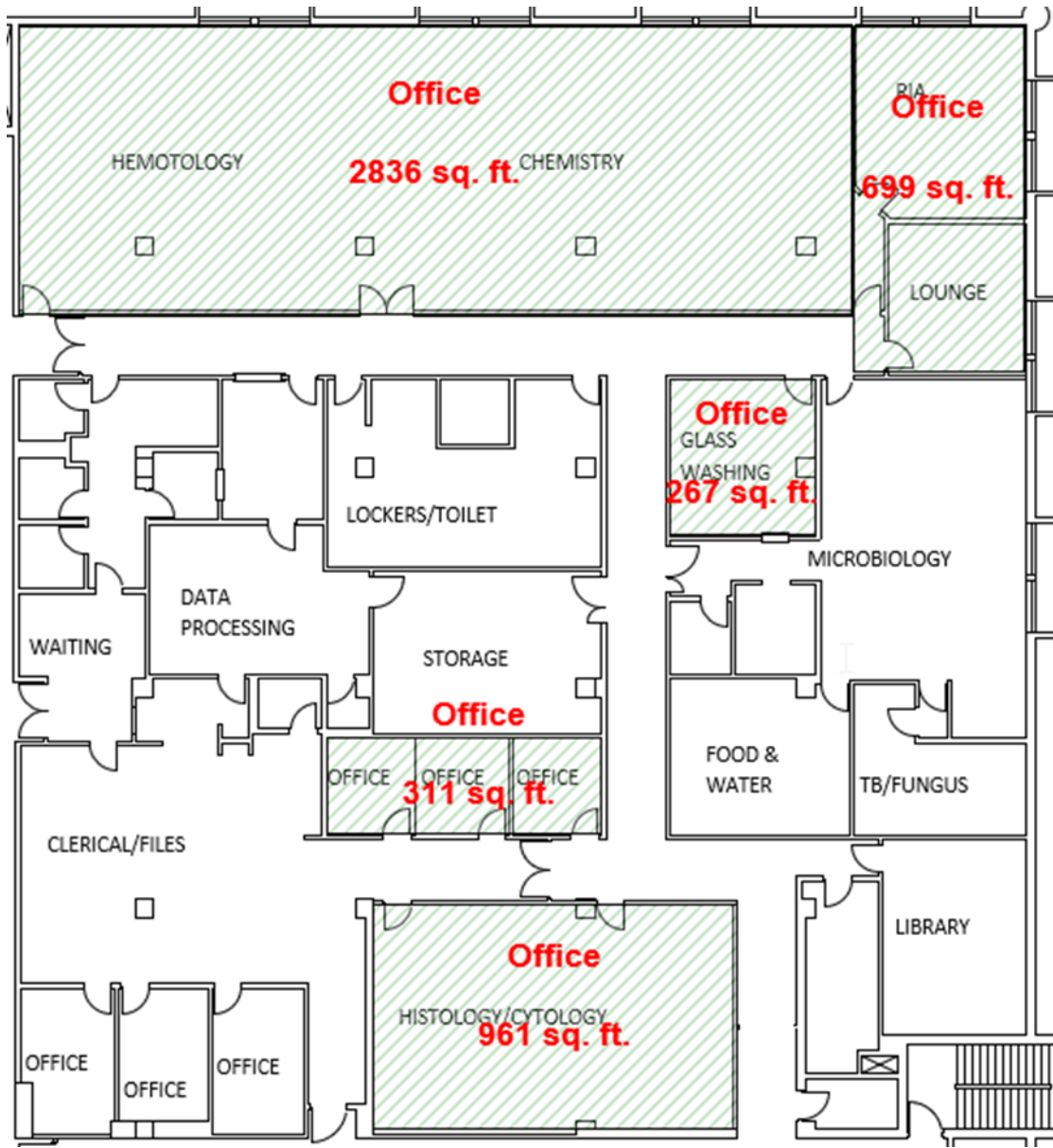
## **2.0 Laboratory Services**

Hilo Medical Center is seeking a design/build vendor to relocate the current laboratory located on the first floor of the hospital to the ground floor of the hospital. The vendor should be familiar with current laboratory design requirements and have experience in building laboratories in a healthcare setting.

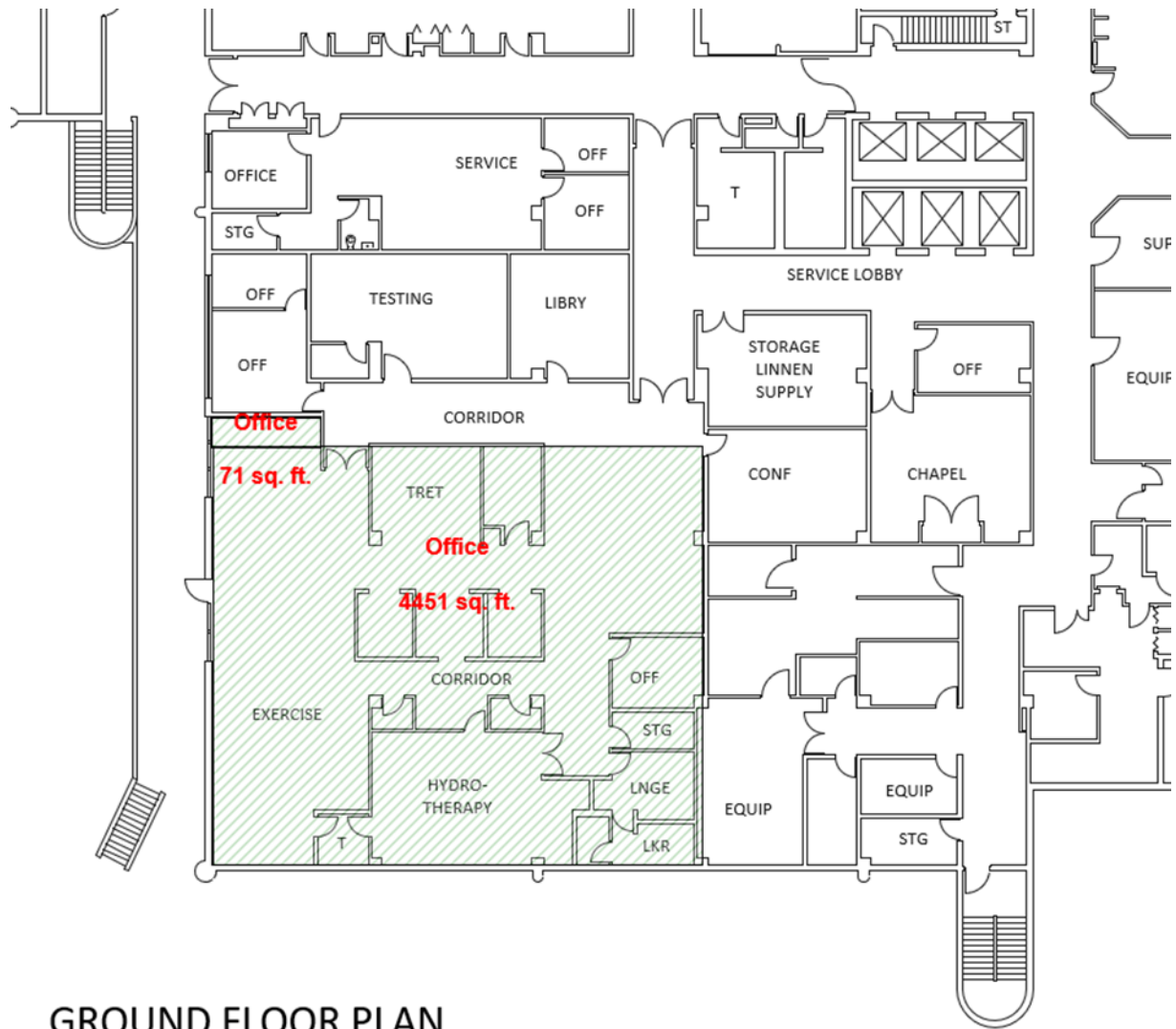
The relocation of the laboratory will be in the current physical therapy space on the ground floor. The area is approximately 4,500 square feet and must relocate the core laboratory, blood bank, pathology services, storage, provider/administrative offices, and any other areas required for the laboratory to properly function. The design/build must also include all mechanical systems, electrical systems, and venting required for laboratory equipment.

Hilo Medical Center is seeking a design partner with experience in laboratory equipment placement and the use of modular furniture to use the space efficiently. HMC is also requesting an iterative process during design stages.

Existing Layout:



New Space:



## GROUND FLOOR PLAN

### 2.01 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. 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.

## **2.02 DESIGN BUILD RESPONSIBILITIES**

- 2.03 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.
- 2.04 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).

## **2.05 PROGRESS SCHEDULE**

- 2.06 This project will utilize Procore’s ([www.procore.com](http://www.procore.com)) project management and collaboration system for all project documentation. The Contractor will be invited to, and are required to create a Procore username (email) and password if they do not already have one. The Contractor is required to obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, etc. via this application. It will be the responsibility of the Contractor to regularly check and review updated documents as they are added. The Contractor is required to complete a free, one-hour training certification course located at <http://learn.procore.com/procore-certification-subcontractor> within (2) two weeks following contract execution. There will be no cost to the Contractor for use of Procore.

The Contractor shall use the Procore App on-site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items.

## **2.07 CONSTRUCTION DOCUMENT PREPARATION**

- 2.08 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.

## **2.09 LICENSE**

2.10 The Contractor's A/E who prepares the construction documents shall be a professional architect or engineer licensed in the State of Hawaii.

2.11 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.

## **2.12 APPROVED CONSTRUCTION DOCUMENTS**

2.13 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.

2.14 The final construction documents submission package will include a full set of construction documents including all disciplines/packages.

2.15 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.

2.16 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.

2.17 The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.

2.18 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, equipment plan, room finish & door schedules, electronic door access controls, signage 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 the, site, floor (power, lighting, low voltage, fire alarm, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details.
- D. Fire Protection drawings, including modifications to the existing fire suppression system as required.
- E. Plumbing system drawings, including modification to the existing water/vent and sanitary systems

2.19 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.

**2.20 DESIGN REQUIREMENTS – COMPLIANCE WITH CODES AND STANDARDS**

2.21 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, 2018

**2.22 CONSTRUCTION PERIOD SUBMITTALS**

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

### **2.29 PERMITTING**

2.30 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.

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

### **2.33 CONSTRUCTION**

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

2.35 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.

2.36 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.

2.37 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.

2.38 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.

### **2.39 PROJECT CLOSE OUT**

2.40 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.

2.41 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.

2.42 Final Completion

2.43 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.

2.44 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

2.45 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.

2.46 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.

2.47 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**

### **3.1 PROPOSAL PREPARATION**

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

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

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

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

### **3.2 DISQUALIFICATION OF PROPOSALS**

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

### **3.3 ELECTRONIC DOCUMENTS:**

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

### **3.4 SUBMISSION OF PROPOSALS**

Each OFFEROR may submit only one (1) proposal (which includes a technical proposal and a price proposal). Alternate proposals may be accepted. The Issuing Officer must receive one (1) original hardcopy and one (1) electronic copy 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:

Sam Nelson Regional Compliance and Contracts Officer  
Hilo Medical Center  
1190 Waiianuenue Ave., Hilo, HI 96720



Fax: 808. 933-2793

Email: [snelson1@hhsc.org](mailto:snelson1@hhsc.org)

The submitted electronic documents or for hardcopies, the outside cover of the package containing the proposal should be noticeably marked, as follows: **RFP # HHSC FY24-0406: <Vendor Name>**

**3.4.1. Confidential Information:**

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

**3.5 PROPOSAL INFORMATION**

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

**3.5.1. Technical Proposal:**

The Offerors should prepare their technical proposals to highlight all the elements of Scope of Service the Offeror's program meets. The Offeror's experience and past performance providing the requested services will be evaluated on the extent of its success in managing and integrating projects relevant to that defined in this Solicitation and General Requirements. Therefore, the

Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

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

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications. The Offeror should provide **an organizational chart** which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and HHSC.

### **3.5.2 Proposed Method of Approach:**

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

### **3.5.3 Cost:**

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

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

### **3.5.4. Additional Information:**

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

## **3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE**

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

## **3.7 EXCEPTIONS TO GENERAL CONDITIONS:**

3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contracting Officer prior to the date of Receipt of Questions as listed in the RFP Timetable.

- 3.7.2 If an Offeror includes in its proposal exceptions that are not covered by paragraph 3.7.1, above, and that are not approved in writing by the Contracting Officer, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.7.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

### **3.8 OFFEROR'S RESPONSIBILITY**

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

### **3.9 DISCUSSIONS**

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

**SECTION 4**

**COMPENSATION & FEE SCHEDULE**

Vendor Name \_\_\_\_\_

**4.0 PRICING SCHEDULE**

In accordance with the 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:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
which includes all applicable taxes and expenses for the Project.

Offeror is requested to provide a price breakdown of their lump sum price. Breakdown to include a breakdown of design and construction cost. Design cost should be broken out separately as design and construction award may be staggered.,

4.0.3 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.

4.0.4 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, (#24-0450);
- 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.

- 4.1.4 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 _____
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.

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

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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: \_\_\_\_\_

**SECTION 5**  
**EVALUATION**

**5.1 INTRODUCTION**

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

**5.2 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

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

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

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

Proposal “**Mandatory Requirements**”:

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

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

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

**5.2.3 PHASE 3---COST PROPOSAL EVALUATION**

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

**5.2.4 PHASE 4--PROPOSAL DISCUSSIONS (OPTIONAL)**

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

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

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

**5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD**

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

**5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES**

<b>Mandatory Requirements</b>	Pass/No Pass
	<b><u>Value Weight</u></b>
<b>Technical Proposal</b>	
<b>Experience &amp; Expertise of Firm / Key Personnel .....</b>	40%
<b>Method of Approach to Scope of Services.....</b>	30%
<b>Compensation .....</b>	<u>30%</u>
<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 percentage, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and assign a score based on the total percentage points available for that category. For example, if the percentage points for Experience and Expertise of the

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

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

**SECTION 6**  
**AWARD OF CONTRACT**

**6.1 AWARD OF CONTRACT**

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

**6.2 CONTRACT AWARD NOTIFICATION**

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

**6.3 CONTRACT DOCUMENT**

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

**6.4 GENERAL CONDITIONS**

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

**PROPOSAL TRANSMITTAL COVER SHEET  
RFP #HHSC FY 24-0450**

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

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

Mailing Address: \_\_\_\_\_  
(Post Office Box is not acceptable)

Federal Tax Identification No.: \_\_\_\_\_

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

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

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

**Certification**

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

24-0435  
ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

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

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

**Signature:** \_\_\_\_\_

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

**Or**

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

(Please attach additional pages, as required)

**GENERAL CONDITIONS**

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:

TR  
Hilo Medical Center Project Manager  
Phone – 808-932-3590  
Email – jro@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.

**PROPOSAL SUBMISSION CHECKLIST**

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

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

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**END OF DOCUMENT**

**# 24-0450**