



REQUEST FOR PROPOSAL

DESIGN/ASSIST-BUILD PROJECT
FOR
ENDOSCOPY SUITE

RFP No.
HHSC FY 18-04

FOR

HAWAII HEALTH SYSTEMS CORPORATION
Kauai Region
Samuel Mahelona Memorial Hospital

Samuel Mahelona Memorial Hospital
4800 Kawaihau Road
Kapaa, HI 96746

Hawaii Health Systems Corporation
An Agency of the State of Hawaii

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SECTION 1: ADMINISTRATION

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the Kauai Region of the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii.

Thank you for your interest in submitting a proposal for this solicitation. 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. 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.

1.2 PROCUREMENT TIMETABLE

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

ACTIVITY	SCHEDULED DATES
1. RFP Public Announcement	02/23/18
2. Mandatory Pre-Proposal Conference	10:00am on Wednesday, 03/07/18
4. Closing Date for Receipt of Questions	03/22/18
5. Addendum for HHSC Response to Offeror's Questions	03/29/18
6. Closing Date	3:00pm on Thursday, 04/05/18

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

HHSC will hold a Mandatory Pre-Proposal Conference at Samuel Mahelona Memorial Hospital on **March 7, 2018 at 10:00 a.m.** for all interested Offerors for the purpose of discussing the RFP and viewing the site. Please check in at the information desk in the lobby of the Hospital. Failure to send a representative to this meeting will disqualify an Offeror from participating in this solicitation. The Kauai Region Technical Representative will be present to answer questions relating to this project. **Questions posed at this meeting must be submitted in writing to the Contracting Manager via email or fax no later than March 22, 2018.** Subsequent answers from HHSC that affect the

scope of this project will be contained in a written response to questions and clarification requests.

1.4 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

Describe 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.

1.5 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:

Peter Klune

Regional CEO – Kauai Region

1.7 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.

1.8 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:

Cora Shirai, Contract Manager
HHSC/Kauai Veterans Memorial Hospital
4643 Waimea Canyon Drive, P. O. Box 337
Waimea, HI 96796
Phone: 338-9454
e-mail: cshirai@hhsc.org

1.9 HHSC ORGANIZATIONAL INFORMATION

1.9.1 CHARTER

HHSC is a public body corporate and politic and an instrumentality and agency of the State of Hawaii. HHSC is administratively attached to the Department of Health, State of Hawaii and was created by the legislature with passage of Act 262, 1996 Session Laws of Hawaii. Act 262 affirms the State's commitment to provide quality health care for the people in the State of Hawaii, including those served by small rural facilities.

1.9.2 STRUCTURE AND SERVICES

HHSC oversees the operation of twelve public health facilities throughout the Hawaiian Island chain, including Oahu, Lanai, Kauai and Hawaii. HHSC is organized into four operational regions and provides a broad range of healthcare services including acute, long term, rural and ambulatory health care services. As the fourth largest public health system in the country, HHSC is the largest provider of healthcare in the Islands, other than on Oahu, and is the only acute care provider on the Islands of Maui and Lanai. This solicitation includes Samuel Mahelona Memorial Hospital on the island of Kauai.

1.9.3 MISSION

The mission of HHSC is to provide and enhance accessible, comprehensive health care services that are quality-driven, customer-focused and cost-effective.

1.9.4 FACILITY INFORMATION

Detailed information pertaining to HHSC Facilities is located at <http://www.hhsc.org>.

1.10 SUBMISSION OF QUESTIONS

Relevant questions must be submitted in writing via electronic mail or facsimile 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.

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 for initial questions and final questions stipulated in Section 1.2.

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

Any communication other than that described in this Section 1.10, whether oral or written, shall not be construed as a formal or official response/statement and may not be relied upon. Please send questions to the Issuing Officer, Cora Shirai and Maia Guirao (mguirao@hhsc.org).

1.11 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, Cora Shirai, no later than the “Closing Date for Receipt of Questions” as identified in Section 1.2. 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.

1.12 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 and posted on the Kauai Region Procurement website. It is the OFFERORS responsibility to check the website located at <http://smmh.hhsc.org/procurement/open-solicitations/> to ensure that any and all Amendments are incorporated into their RFP response.

1.13 CANCELLATION OF RFP

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

1.14 PROTESTS

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 OFFEROR knows or should have known of the facts giving rise thereto; provided, however, 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 1.2.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract, provided that a protest following a debriefing

shall be submitted within five (5) working days after the debriefing is completed. The notice of award, if any, resulting from this solicitation shall be posted on the Samuel Mahelona Memorial Hospital website at:

<http://smmh.hhsc.org/procurement/open-solicitations/>.

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

Peter Klune
Regional Chief Executive Officer – Kauai Region
Hawaii Health Systems Corporation
4643 Waimea Canyon Drive, P.O. Box 337
Waimea, HI 96796

SECTION TWO **SCOPE OF SERVICES**

2.1 INTRODUCTION

The purpose of this competitive sealed solicitation is to award a single, fixed price Agreement to a Design-Build Offeror for the renovation of the East Kauai Clinic at Samuel Mahelona Memorial Hospital. The Offeror must be able to demonstrate experience with similar design-build projects and proven compliance with all of the project's federal, state and county requirements. The renovation work shall include the demolition, painting, plumbing and flooring. Renovations shall occur within the required guidelines for OSHA, Joint Commission and Infection control standards.

The work shall include but not limited to the following:

2.2 SCOPE OF WORK:

1. Remove the existing glass entry door and frame located at the side entry to the corridor and replace with a new ADA accessible sliding glass door. The door shall be relocated further out to the edge of the building.
2. Remove and replace the window at the reception area.
3. Remove non-bearing wall at southeast corner of the building and construct a new wall to separate the medical records storage and reception area
4. The new reception area shall have a counter with 2 window stalls. Stalls shall be constructed to provide privacy in order to comply with HIPAA regulations.
5. New door with a keypad lock shall be installed between the reception area and the interior entry to the examination area.
6. The window in the medical records office (southeast side of the building) shall be removed and closed off. Install a new door for entry into medical records.
7. Add a storage room for Lab which will also serve as a dirty room.
8. Remove all windows with existing A/C units and mounting platforms. Openings shall be replaced with new windows.
9. Install new flooring over the existing flooring tile in the reception and hallway areas.
10. Remove existing carpeting.
11. Install new cabinetry, to include storage drawers at the nursing stations, receptionist area, medical records, exam/procedure/decontamination/equipment processing rooms.
12. Install new counter tops to new exam rooms, decontamination/instrument processing areas and lab. Materials used shall be impermeable.
13. Install new built-in nursing counters/ computer workstations with necessary provisions for computer/phone/dedicated fax line.
14. Relocate and install computer data, phone ports and dedicated fax line.
15. Install sinks for new exam rooms. A double sink is required for the decontamination room.
16. Open up the shower area, install new sink and countertop.
17. Install cable wiring for electrical runs for lighting.
18. Change electrical light fixtures and clips for overhead lighting.
19. Install new signage to assist with directions as needed.

20. Fire sprinkler piping/heads shall be raised to accommodate installation of ceiling tiles in the new patient waiting area and exam room 5. Raise the fire sprinkler piping/heads as needed.
21. Ceiling tiles to be relocated lower.
22. Enclose the patio area space for the decontamination room/instrument processing, clean processed equipment storage, general storage for medical supplies and gurney storage. The enclosure and roofing should match the existing building.

Anticipated project start date is one month following contract execution. Project shall take no more than four (4) months to complete. Liquidated damages shall be assessed in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day.

2.3 WORKING HOURS

1. All work shall be conducted during normal work hours, 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding State Holidays. Noise restrictions do apply. Work performed outside of the hours above shall be approved by HHSC Technical Representative prior to work being performed. If work needs to be performed after normal work hours, the contractor shall be responsible for any cost the hospital incurs to provide necessary personnel to comply with its operations requirements.
2. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours upon the pre-approval of the HHSC Technical Representative.

2.4 TECHNICAL REPRESENTATIVES

Technical Representative has the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing CONTRACTOR performance; placing requests for services; and, approving completed work/services with verification of same for CONTRACTOR's invoices. Technical Representative will also serve as point of contact for "technical" matters throughout the term of the agreement. The Technical Representatives are Mr. John Pimental, Regional Facilities Director.

SECTION 3 **PROPOSALS**

3.1 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.

3.2 PROPOSAL PREPARATION

OFFEROR shall prepare a written proposal in accordance with requirements of this Section.

The Technical and Price proposals shall be distinct documents 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.

Prepare proposals in three-ring binders, organized into distinctive sections, with tabs corresponding with the technical and price categories and other categories, as appropriate. The development of overly elaborate proposals and presentation material, not required and/or related to RFP requirements, is **HIGHLY DISCOURAGED**. This procedure will facilitate proposal evaluations.

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

- The information identified below in Section 3.5;
- The pricing information outlined in Section 3.8;
- Proposal Transmittal Cover Sheet, Appendix A
- Proposal Submission Checklist, Appendix B;
- Bid Security Bond 5%
- Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations; and
- Certificate of Good Standing from the Department of Commerce and Consumer Affairs Business Registration Division

3.3 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.

3.4 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 1.10.

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.

3.5 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) written proposal (which includes a technical proposal and a price proposal). Alternate proposals will not be accepted. The Issuing Officer must receive one (1) original and two (2) copies **and one copy in electronic format** 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.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY". Mail or deliver proposals to the following address:

Cora Shirai, Contract Manager
Maia Guirao, Procurement Specialist
Re: **RFP No. 18-04**
Kauai Veterans Memorial Hospital
4643 Waimea Canyon Drive, P. O. Box 337
Waimea, HI 96796

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

Proposal Submitted in Response to: RFP # 18-04

3.6 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.

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:

3.7 TECHNICAL PROPOSAL

The technical proposal shall include the following categories:

1. Technical Summary (See Section 3.11.1)
2. Organization & Design Build Team
3. Specialized Experience & Past Performance
4. Technical Approach
5. Key Project Personnel Resumes

3.7.1 ORGANIZATION & DESIGN/ASSIST-BUILD TEAM

Provide a one page organization chart that outlines the Design/Assist-Build Team. Include names of individuals and subcontractors/sub-consultants. Include a narrative, not to exceed 4 pages, that outlines each company or individual's authority, roles, and responsibilities. Include information on how you will prepare the project design and meet the design requirements.

3.7.2 SPECIALIZED EXPERIENCE

The Design/Assist-Build Contractor must show a minimum of 3 years of Design/Assist-Build experience in renovation of infrastructure and buildings at a Hawaii hospital or medical facility within the last 5 years. The Team as a whole or each Team Member shall demonstrate their experience on similar projects. Explain on the project profile sheet if the team members you are proposing for this project worked together on the project. The Prime Contractor must submit a minimum of 3 project sheets and no more than 6. The Prime Contractor must have prime contractor, design assist-build experience with at least 2 projects.

Project profile sheets shall not exceed 2 pages each. Use the format provided in Appendix D.

For each project submitted for experience provide a previously completed past performance questionnaire or survey. If you do not have a previously completed questionnaire or survey send Attachment I to the Owner's Construction or Project Manager, have them complete the survey, and provide the completed survey with your proposal. On previously completed questionnaires or surveys please confirm the accuracy of the contact information and update if needed. Place the completed questionnaire or survey directly behind the project experience sheet.

The Design/Assist-Build Contractor may also submit up to 5 letters of reference, awards, commendations, etc.

3.7.3 TECHNICAL APPROACH

Provide a narrative, not exceeding 5 pages, that outlines the following:

- Technical Approach for Design and Construction: Describe the technical approach to design and construction of the project.
- Collaborative Approach for Design/Assist-Build: Describe the interactions within the Design/Assist-Build Contractor and HHSC during the design and construction.
- Schedule: Include a summary schedule that includes both the design and the construction phases. Include in the schedule design submittals and HHSC review time. For construction list all major tasks and any phasing plans. Include project closeout process.

3.7.4 KEY PERSONNEL

Provide resumes that outline education, specialized training, licenses and relevant project history for the following personnel. Each resume shall not exceed 2 pages.

- Prime Contractor's Design/Assist-Build Project Manager
- Construction Project Manager
- Construction Quality Control Manager
- Safety Manager
- On-site Construction Project Superintendent

As a smaller project it is anticipated that individuals assigned to the project will hold multiple roles from the list above. In the resume profile fully outline the roles of the individual and their qualifications for multiple roles.

3.8 PRICE PROPOSAL

While price is a consideration, the overall value of the proposal is a critical factor in the evaluation. The Offeror shall provide design cost, construction cost and others (if applicable) using the Bid Form, APPENDIX F, for the following:

Base Bid: Cost for demolition and renovation of waiting area, exam rooms 2, 4, 5 & 6, & medical records room and create opening to access clinic from remodeled area.

Option #1: Cost for installation of new flooring in hallway and renovation of patio area.

Option #2: Cost for removal of air condition window units; window trims; and installation of new windows and repaint exterior of building.

3.9 PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit the 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 Section 5, APPENDIX A.

3.10 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, HRS. 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.

3.11 TECHNICAL SECTION

Any proposal offering a significantly non-compliant Technical Section may be disqualified without further notice.

3.11.1 TECHNICAL SUMMARY

Clearly, concisely and briefly summarize and highlight the contents of the technical proposal in such a way to provide HHSC with a broad understanding and the unique, most promising aspects of the proposal. This shall be placed at the beginning of the technical proposal.

3.12 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.

3.13 NON ACCEPTANCE OF ANY RFP REQUIREMENT

If any RFP requirement, as described in this RFP, is not acceptable to the OFFEROR, list the requirement(s) and provide a 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 will be disqualified without further notice. Please refer to Section 1.10.

3.1.1 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 4, paragraph 4.3.1. 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 5, APPENDIX B.

SECTION 4 **EVALUATIONS**

4.1 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.

4.2 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.

4.3 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

4.3.1 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 will be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification (“No Pass”) thereof.

Proposal “Mandatory Requirements”

- Proposal Transmittal Cover Sheet
- Proposal in response to solicitation
- Pricing Schedule & Compensation
- Proposal Submission checklist
- Certificate of Compliance
- Certificate of Good Standing
- Bid Security (5% of lump sum proposal amount)

4.3.2 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 4.4 and the evaluation scoring system identified in paragraph 4.5.

4.3.3 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 4.4.

4.3.4 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.

4.3.5 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.

4.3.6 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.

4.4 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Cost: GMP	30%
Organization, Technical Approach & Quality Control	40%
Key Project Personnel Capability and Experience	30%

TOTAL..... 100%

4.5 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one thousand (1000) 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 5 **AWARD OF CONTRACT**

5.1 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. The Contract award may be awarded in whole or in part based on the availability of funds.

5.2 CONTRACT AWARD NOTIFICATION

The notice of award, if any, resulting from this solicitation shall be posted on the HHSC/Samuel Mahelona Memorial Hospital 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.

5.3 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.

5.4 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.

A “sample” CONTRACT is located at APPENDIX C. Please DO NOT complete or execute the “sample” CONTRACT.

5.5 GENERAL AND SPECIAL CONDITIONS

The DAGS Interim General Conditions are applicable and shall be apart and whole but are not physically included in these documents, 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/wp-content/uploads/2014/12/InterimGeneralConditions1999Edition.pdf>.

In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

5.6 **GENERAL EXCISE/USE TAX**

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.

The General Excise Tax License shall be obtained from the DOTAX offices in the State of Hawaii or the DOTAX Web Site and by mail or FAX. Refer to the next paragraph for procedures in obtaining DOTAX forms and information.

5.7 **HAWAII COMPLIANCE EXPRESS**

Alternatively, OFFEROR may apply and obtain proof of compliance with the above agencies electronically through the Hawaii State Procurement Office's "Hawaii Compliance Express" website at <http://vendors.ehawaii.gov>

One interface covers all the forms for all state agencies and partners. Easy to read instructions and context sensitive help make compliance safe, fast and efficient. Using the Wizard will file with Department of Taxation and optionally with the Business Registration Division of the DCAA. If you have or will have employees, the Wizard will also file with Department of Labor and Industrial Relations.

OFFERORS who elect to use the services will be required to pay an annual fee.

5.8 **CERTIFICATE OF COMPLIANCE**

The CONTRACTOR is required to obtain/possess a valid **Certificate of Compliance** from the Hawaii State Department of Labor and Industrial Relations (DLIR) prior to executing a contractual agreement with a State Agency. The certificate is valid for six months from the date of issue and must be valid on the date it is received by HHSC.

The **Certificate of Compliance** shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR #27, which is available at www.hawaii.gov/labor (open "Get a Form";

then open “LIR#27) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the OFFEROR and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the CONTRACTOR who in turn shall submit the form to HHSC.

5.9 CERTIFICATE OF GOOD STANDING

- a. **HAWAII BUSINESS.** A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the CONTRACTOR shall obtain/possess **Certificate of Good Standing** issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A “Hawaii Business” that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A CONTRACTOR’s status as sole proprietor and its business street address as indicated on the proposal transmittal cover letter (APPENDIX A) will be used to confirm that the CONTRACTOR is a Hawaii Business.
- b. **COMPLIANT NON-HAWAII BUSINESS.** A business entity referred to as a “Compliant Non-Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the CONTRACTOR shall obtain/possess **Certificate of Good Standing** issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).
- c. The **Certificate of Good Standing** can be obtained by phone (call (808) 586-2727, Monday thru Thursday 7:45-4:30 HST) or by mail (Department of Commerce and Consumer Affairs, Business Registration Division, P.O. Box 40, Honolulu, Hawaii 96810). The certificate is valid for six (6) months from date of issue and must be valid on the date it is received by HHSC.

5.10 PERFORMANCE AND PAYMENT BOND

Upon the acceptance of the proposal by HHSC, the CONTRACTOR must enter into and execute a contract and furnish a Performance and Payment bond, as required by law.

5.11 Certification for Safety and Health Programs for Offers in excess of \$100,000

In accordance with HRS 396-18, by submitting this proposal, the Offeror 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).

5.12 LABOR AND WAGE CERTIFICATION

In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2000, by submitting this proposal, the Offeror 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.

5.13 For offers of \$25,000 or more , the bidder 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. Offeror shall complete the CERTIFICATION OF COMPLIANCE form (APPENDIX F) and submit it with the proposal.

5.14 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.

5.15 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.

5.16 HEALTH AND HR REQUIREMENTS

- a. Health, Insurance and Confidentiality requirements: If applicable, Offeror must ensure that personnel have the required health clearances and that all health, insurance and

confidentiality requirements are maintained. Each individual performing on site work must be cleared with the Hospital's Human Resources and Employee Health Departments before starting work to include:

1. Facility will perform or Contractor will provide evidence of:
 - a) If Facility performs the State and Federal background checks, the cost is \$20 per individual billable to the Contractor. The Facility will bill the Contractor for the amount of checks performed. The Contractor should make prior arrangements with the Facility's HR Department to coordinate the checks and continued work is contingent upon satisfactory clearance of the background checks.
 - b) OIG/GSA clearance.
2. Contractor will provide satisfactory evidence of the following:
 - a) TB clearance – 2 step TST or historical documentation of a 2-step TST and a current skin test within 30 days of start date, or in the case of a positive TST, Chest X-ray with no evidence of active TB within the past (12) months.

Drug screen – 10 panel drug screen, marijuana, cocaine, opiates, amphetamines [including crystal methamphetamine, phencyclidine (PCP), barbiturates, propoxyphene, methaqualone, benzodiazepine, and methadone] which is required within 30 days of start.

SAMPLE PROPOSAL TRANSMITTAL COVER LETTER

Ms. Shirai:

(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 the “**Design/Assist Build Project for Renovation of Nursing Facility**” Kauai Veterans Memorial Hospital, **RFP #18-04** , 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:

_____ Business Address: _____

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

Encl: Proposal

PROPOSAL SUBMISSION CHECKLIST

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

_____	_____	Proposal Received "On-Time"
_____	_____	One Original & three copies of Proposals
_____	_____	Proposal Transmittal Cover Letter:
_____	_____	Official Business Letterhead
_____	_____	Authorized Signature
_____	_____	Corporate Seal or Notarized
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Specialized Experience & Past Performance
_____	_____	Organization and Technical Approach
_____	_____	Quality Control
_____	_____	Key Project Personnel Capability and Experience
_____	_____	Cost Proposal
_____	_____	Certificate of Compliance
_____	_____	Certificate of Good Standing
_____	_____	Bid Security (5% of Total Lump Sum Proposal Amount)
_____	_____	All Data and Information Required of the RFP
_____	_____	Proprietary Documents (optional)
_____	_____	Others (optional)
_____	_____	Proposal Submission Checklist
_____	_____	General Excise License

**HAWAII HEALTH SYSTEMS CORPORATION
AGREEMENT FOR GOODS OR SERVICES
BASED UPON COMPETITIVE SEALED PROPOSALS**

AGREEMENT No.: FY _____

THIS AGREEMENT, by and between **Hawaii Health Systems Corporation/Samuel Mahelona Memorial Hospital ("SMMH")**, an Agency of the State of Hawaii (collectively "HHSC"), by its Regional Chief Executive Officer (hereinafter "RCEO"), whose address is 4643 Waimea Canyon Drive, Waimea, Hawaii 96796, and _____, (hereinafter "CONTRACTOR"), a _____, under the laws of the State of _____ whose business address and taxpayer identification number are as follows:

RECITALS

- A. The HHSC is in need of the goods or services, or both, described in this Agreement and its attachments.
- B. The HHSC has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C.
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the HHSC, taking into consideration price and the evaluation factors set forth in the request.
- E. The HHSC desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the HHSC and the CONTRACTOR agree as follows:

1. **Scope of Services.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by the HHSC, provide all the services set forth in the request for competitive sealed proposals, **RFP #18-04 ("REQUEST")**, and the CONTRACTOR's accepted proposal, including any and all

revisions/addendum's/negotiated agreements thereto (collectively "PROPOSAL"), both of which, even if not physically attached to this Agreement, are hereby made a part of this Agreement.

2. **Time of Performance.** The performance required of the CONTRACTOR under this Agreement shall be executed in accordance with the time period set forth in Attachment S2.

3. **Compensation.** The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed _____ DOLLARS (\$ _____), including taxes, at the time and in the manner set forth in the RFP and CONTRACTOR's proposal.

4. **Bonds.** The CONTRACTOR (is) required to provide a (performance and payment) bond.

5. **Standards of Conduct Declaration.** The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

6. **Other Terms and Conditions.** The DAGS Interim General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. In the event of a conflict between the DAGS Interim General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, as may be amended by supplemental amendments from time to time, (2) Special Conditions, (3) DAGS Interim General Conditions, (4) Request, including all attachments and addenda; and (3) Proposal.

7. **Liquidated Damages.** Liquidated damages shall be assessed in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day.

8. **Notices.** Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the RCEO shall be sent to: HHSC, Head of Purchasing Agency (HOPA) / CEO, 4643 Waimea Canyon Drive, Waimea, Hawaii 96796. Notice to the "head of the purchasing agency" and/or "Agency Procurement Officer" as denoted in the General Conditions shall be sent to: HHSC, Attn: Procurement Office, 4643 Waimea Canyon Drive, Waimea, Hawaii 96796. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time or actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the HHSC in writing of any change of address.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

HHSC

(Signature)

Peter Klune

(Printed Name)

Regional Chief Executive Officer - Kauai

(Title)

(Date)

***CONTRACTOR**

(Signature)

Printed Name:

(Title)

(Date)

*** Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.**



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION

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.

Scope of Services

- A. The CONTRACTOR shall provide services for the “Design/Assist-Build Project for the Endoscopy Suite” as specified in the Request for Proposal (“RFP”) No. 18-04, at Samuel Mahelona Memorial Hospital.

- B. RFP No. 18-04 inclusive of all addendums and the Proposal, although not physically attached, is incorporated herein and made a part of this Agreement.

- C. The SMMH Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, and coordinating and assessing CONTRACTOR performance, and approving completed work/services with verification of same prior to the approval of a CONTRACTOR invoice. The Technical Representative also services as the point of contact for the CONTRACTOR for “Technical” matters (non-contractual) from award to contract completion. The SMMH Technical Representative John Pimental, Regional Director of Facilities.

Time of Performance

- A. This Agreement shall commence on the Notice to Proceed Date as set for the in the RFP #18-04 and continue for period of one (1) year unless sooner terminated or extended as provided in the Agreement.

- B. This Agreement may be extended for two (2) one (1) year terms, subject to mutual written agreement between SMMH and the CONTRACTOR prior to the end of the then current contract period. A supplemental agreement shall be executed by the CONTRACTOR and SMMH to exercise any and all extensions.

Compensation

- A. 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 a total sum of money not to exceed _____ **DOLLARS (\$000,000.00)**, including all applicable taxes and expenses incurred, and in accordance with the following:
1. Base bid: \$ _____
- B. The CONTRACTOR shall submit invoices to the SMMH Technical Representative for approval and payment. Invoices shall reference the Agreement number and include, at a minimum, an itemized account of all compensation due.

SPECIAL CONDITIONS

A. 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 the terms of the documents, the following order of priority shall prevail, with “1” being given the highest priority:

1. HHSC Special Conditions
2. DAGS Interim General Conditions
3. The solicitation documents and all addenda [indicate: RFP; IFB; or other].
4. CONTRACTOR’s Terms and Conditions.
5. CONTRACTOR’s proposal and best offer.

B. The State of Hawaii Department of Accounting and General Services (“DAGS”) Interim General Conditions, dated August 1999, as may be amended from time to time (the “Interim General Conditions”), shall be read by the CONTRACTOR as they form a part of this Agreement. The Interim General Conditions are not physical included in these specifications, but are included by reference. Copies of the Interim General Conditions may be obtained from the Division of Public Works, DAGS, State of Hawaii at the following website:

<https://pwd.hawaii.gov/wp-content/uploads/2014/12/InterimGeneralConditions1999Edition.pdf>

C. The Interim General Conditions are hereby amended as follows:

1. The following terms specified in Section 1 are hereby defined as follows:
 - a) “Bidder” shall have the same definition as CONTRACTOR.
 - b) “Comptroller” shall be the Chief Financial Officer of the HHSC Kauai Region or his authorized representative.
 - c) “Department” shall be HHSC or its designee.
 - d) “Engineer” shall be the person so designated by SMMH
 - e) “State” shall be HHSC or its designee.
2. Section 1.20 and 1.25 replace “State of Hawaii” with “State”.
3. The last two sentences of the third paragraph of Section 2.1.1.2, of the Interim General Conditions is deleted and replaced with the following:
If the notice is faxed, the time of receipt by the RCEO’s fax machine shall be official.
4. Section 2.1.2.1 is amended by deleting the second sentence in its entirety.
5. The address specified in Section 2.6.1 of the Interim General Conditions shall be changed to HHSC Kauai Region, 4643 Waimea Canyon Drive, Waimea, Hawaii 96796
6. Section 2.10 through 2.11 is hereby deleted in their entirety.

7. Section 3.8.1 is amended to read as follows:

The contract shall be signed and forwarded to HHSC, by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by HHSC within (10) calendar days after the bidder is awarded the contract. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto.

8. Section 3.9.2 is amended by replacing “ten (10) calendar days after such award or within such further time as the Comptroller may allow” with “the time allowed in the previous section”.
9. Section 4.1 is amended by deleting the words “accepted bid” from the first sentence.
10. Section 4.9.3 is amended by replacing the words “submission of bids” with “execution of this contract”..
11. Sections 5.5 is amended by deleting the last sentence and replacing it in its entirety as follows:

In the event of conflict among the Contract Documents, the order of precedence is listed in Section 6 of this Agreement and as further detailed in the following subparagraphs:

12. Section 5.5.1 and 5.5.2 are hereby deleted in their entirety.
13. Section 5.8.1 is amended by replacing “twenty-four (24)” with “three (3)”.
14. Section 5.11 is hereby deleted in its entirety.
15. Section 5.12.4 is hereby deleted in its entirety.
16. Section 7.3.7.4, subparagraphs a. and b. are amended by replacing the words “State University System, The University of Hawaii” with “HHSC”.
17. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.
18. Sections 7.14.2, 7.19.2, and 7.19.4 are hereby amended by deleting the words “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
19. A new Section 7.14.4 is hereby added as follows:

CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participating 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. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event is violated.

20. Section 7.15 is amended by deleting the words “and its Departments and Agencies”.
21. Section 7.21.8.6 is amended by deleting the word “bad” from the words “weather day conditions.”
23. Section 7.35.1 is amended by replacing the word “earlier” with the word “later”.
24. A new Section entitled Corporate Compliance Program is hereby added to the Interim Special Conditions:

CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program is posted on the HHSC internet (www.hhsc.org). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.

25. A new Section entitled Confidentiality of Material is hereby added to the Interim Special Conditions as follows:

CONFIDENTIALITY OF MATERIAL.

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all the trade secrets, business plans, marketing plans, know how, data, contracts,

including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC an any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.

- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F HRS.

- 26. A new Section entitled Contractor Exclusion from Federal Programs is hereby added to the Interim Special Conditions as follows:

CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.

CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.

- 27. A new Section XX entitled Campaign Contributions is hereby added to the Interim Special Conditions as follows:

CAMPAIGN CONTRIBUTIONS. CONTRACTOR acknowledges that it is unlawful under Section 11-355, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit an contribution from any person for any purpose during any period.

**SPECIALIZED EXPERIENCE
CONSTRUCTION OR PRIME CONTRACTOR**

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project. Each project shall not exceed 2 pages.

Your Firm's Name: _____

Name of Project: _____

Location of Project: _____

Owner: _____

General Scope of Construction Project:

Your Role (Prime, Joint Venture, or Subcontractor, etc.)

Construction cost: _____

Extent and type of work you subcontracted out: _____

Dates Construction: Began _____ Completed _____

A/E name if Design Assist/Build: _____

Were you terminated or assessed liquidated damages? _____

If either yes, please explain _____

Owner's point of contact for reference

Name: _____

Company: _____

Phone: _____

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 / Bidder 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
(Company Name)
making a false certification shall cause its suspension from further offerings or awards.

Signature: _____ Date: _____

Print Name: _____

Title: _____

BID FORM
FOR
FURNISHING LABOR, MATERIALS, EQUIPMENT AND OTHER TOOLS
REQUIRED FOR
SAMUEL MAHELONA MEMORIAL HOSPITAL
DESIGN/ASSIST-BUILD FOR ENDOSCOPY SUITE
RFP NO. 18-04

TAX MAP KEY: (4) 4-6-014: 113

KAPAA, KAUAI, HAWAII
FOR THE
HAWAII HEALTH SYSTEMS CORPORATION
STATE OF HAWAII

After carefully examining the bid documents, drawings and specifications identified above, the Offeror proposes to furnish at its own expenses all necessary labor, materials, tools and equipment to complete the work according to the true intent and meaning of the drawings and specifications, all for the Lump Sum Base Bid of:

_____ DOLLARS (\$ _____)

(Schedule of Values shall be submitted in bid)

In addition, please submit pricing for:

Option #1: \$ _____

Option #2: \$ _____

Respectfully Submitted:

Signature / Printed Name

Date

Title

(Name of Business) is a: Sole Proprietor

Partnership Corporation Joint Venture Other (Specify) _____

Business Address: _____

Business Phone Number: _____

E-mail address: _____

Federal TAX ID #: _____

Hawaii GET Lic ID #: _____

State of Incorporation is: (Specify) _____.

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

END OF BID FORM