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**REQUEST FOR PROPOSALS**

**HHSC #21-0386  
KA'U CRITICAL ACCESS HOSPITAL  
UPPER PARKING LOT REPAVING**

**For**

**Ka'u Hospital and Rural Health Clinic  
1 Kamani St  
Pahala, Hawaii 96777**

**AN AGENCY OF THE STATE OF HAWAII**

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

**April 21, 2021 2:00 PM, HST**

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**OFFER**

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including the proposal, all exhibits, amendments, and best and final offers (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Hawaii State Tax License No.:

For clarification of this offer, contact:

\_\_\_\_\_

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

Federal Employer Identification No.:

\_\_\_\_\_

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

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

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

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Person Authorized to Sign Offer

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Title

**CERTIFICATION**

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

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

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

The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**The Offeror certifies that the above referenced organization \_\_\_ is/ \_\_\_ is not a legislator, or an employee or a business in which a legislator or an employee has a controlling interest.**

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

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

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

This contract shall henceforth be referred to as Contract No. 21-0386

Awarded this day of \_\_\_\_\_

\_\_\_\_\_  
**Signed: Dan Brinkman, East Hawaii Region Chief Executive Officer**

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

**1.1 INTRODUCTION**

This Request for Proposal (hereinafter “RFP”) is issued by the East Hawaii Region of the Hawaii Health Systems Corporation (“HHSC” or “Owner”), an Agency of the State of Hawaii. Thank you for your interest in submitting a proposal for this solicitation. The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offerors,” and the term “Contractor” refers to the Offeror who is awarded a Contract under this RFP.

**1.2 PROCUREMENT TIMETABLE**

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as the “Proposal Submission Deadline,” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable. .

	<b><u>Event</u></b>	<b><u>Scheduled Date</u></b>
1.	RFP Issued & Public Announcement	March 22, 2021
2.	Submit notice of intent to submit Proposals	April 5, 2021
2.	<b>Pre-Proposal Meeting including Site Visit</b>	<b>March 30, 2021 2:00 PM Ka’u hospital</b>
3.	Closing Date for Receipt of Questions	April 5, 2021
4.	Addendum - HHSC Response to Offerors’ Questions (if needed)	April 9, 2021
5.	<b>Closing Date for Receipt of Proposals</b>	<b>April 21, 2021 - No Later than 2:00 PM, HST</b>
6.	Proposal Evaluations	April 23, 2021
8.	Proposal Discussions ( <b>optional</b> )	April 26-30, 2021
9.	Best and Final Offers ( <b>optional</b> )	April 26-30, 2021
10.	Contractor Selection/Award Notification (on/about)	May 1, 2021
11.	Contract Tentative Award Date	TBD
12.	Contract Tentative Start Date	TBD

**1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL**

Offerors should submit, in writing, by, **April 5, 2021** their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: (808) 933-2793 or by email to [snelson1@hhsc.org](mailto:snelson1@hhsc.org).

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#### **1.4 PRE-PROPOSAL CONFERENCE**

**HHSC will hold a Pre-Proposal Conference at 2:00 PM, on March 30, 2021, in the Ka'u Critical Access Hospital Entrance for all interested Offerors to cover the RFP and for the purpose of viewing the site after the conference. The Hospital staff involved will be present to answer questions and provide a walkthrough of the applicable areas at this time so that prospective offerors can make an independent estimate of work needed to complete the Scope of Services. Questions posed and preliminary answers provided during the conference that affect the scope of this project will be contained in the written response to questions and clarification requests.**

#### **1.5 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS**

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

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

**Sam Nelson Senior Contract Manager  
Hilo Medical Center  
1190 Waianuenue Avenue  
Hilo, Hawaii 96720-2020  
PH: 808-932-3113  
Fax: 808-933-2793  
Email: [snelson1@hhsc.org](mailto:snelson1@hhsc.org)**

All written questions will receive an official written response from HHSC and will become addendums to the RFP. The only official position of HHSC is that which is stated in writing and issued in the RFP as addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.

#### **1.6 RFP AMENDMENTS**

HHSC reserves the right to amend the RFP any time prior to the "Proposal Submission Deadline" identified above. Any changes beyond that time would need to be mutually agreed to by all respondents and HHSC.

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

The RFP may be canceled by HHSC 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

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facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing not later than the “Proposal Submission Deadline” identified above.

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

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

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

*[The remainder of this page is intentionally left blank.]*

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## SECTION 2 Scope of Services

### 1.0 Scope of Services:

#### **Summary**

Hawaii Health Systems Corporation, Kau community hospital is seeking services for the repair and renovation of the Kau Critical Access Hospital Upper Parking lot as noted below.

#### **Location**

1 Kamani St, Pahala, HI 96777

#### **Project: Ka'u Upper Parking Lot Paving & Restoration**



#### **Scope of Work:**

- Tree removal: There are multiple spots throughout the lot in which roots are surfacing which creates bumps and hazards for our patients and staff. We request Contractor to remove trees, and to propose removing and/or paving over roots that have damaged the parking lot and related curbs.

- 
- Paving: Pave entire upper parking lot.
  - Paint: Paint stalls, handicap and other items as required.
  - Curbs: Curbs have been heavily damaged and we are looking at potentially addressing the damage by selecting one of the below options.
    - Restoring Curbs: If curbs are required/needed please include pricing for concrete work to restore them.
    - Eliminating curbs: If curbs are not required per code, drainage, slope requirements or overall functionality we would like to look at the possibility of eliminating them (or at least some of them) and have them replaced by paint.
    - Contractor is requested to propose their preferred curbing option that is compliant with all relevant county requirements.
  - ADA and drainage slope must be maintained.
  - Contractor to pull any required permits.
  - Completed work to meet any and all relevant building Codes and requirements

Contractor is encouraged to visit the site during the pre-proposal meeting to view existing conditions.

Special Conditions: Contractor will provide a milestone schedule for completion of work. Project completion time is key. The schedule will be finalized after award within contractors proposed timeline.



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## **SECTION 3** **PROPOSALS**

### **3.1 PROPOSAL PREPARATION**

Offerors shall prepare a written proposal in accordance with the requirements stated herein and provide the proposal to the individual at the address indicated below.

1. A list of relevant experience of the firm with similar projects;
2. Resumes and related project experience of key personnel;
3. Proposed schedule showing project start and end dates (shorter schedule is preferred)
4. A narrative detailing your firm's method of approach to the Statement of Work, explaining your methodology of providing the services requested; and
5. Price Breakdown showing material, labor (hours and category), equipment and related costs as well as overhead and profit. and a total "Not-to-Exceed" dollar amount, listing any and all additional costs & travel expenses.

### **3.2 DISQUALIFICATION OF PROPOSALS**

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

### **3.3 ELECTRONIC DOCUMENTS**

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

### **3.4 SUBMISSION OF PROPOSALS**

Each Offeror should submit one (1) original hardcopy, clearly marked "Original," and one (1) electronic copy, contained on a CD or USB Flash Drive, no later than 2:00 pm, HST, on the "Proposal Submission Deadline" identified in Section 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY." Mail or deliver proposals to the following address:

**Sam Nelson Senior Contract Manager**  
**Hilo Medical Center**  
**1190 Waiianuenue Avenue**  
**Hilo, Hawaii 96720-2020**  
**PH: 808-932-3112**  
**Fax: 808-933-2793**  
**Email: [snelson1@hhsc.org](mailto:snelson1@hhsc.org)**

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An electronic copy may be e-mailed to the above e-mail address prior to the proposal due date and time and still be considered timely. However, the timeliness of the submittal will be determined by the time noted upon the Contract Manager's opening of the e-mail as registered on our e-mail system. The hard copy original, containing original signatures and the electronic copy must be received by HHSC as soon as possible thereafter. As noted above, late proposals may be rejected.

The outside cover of the package containing the hard copy & disk/flash drive of the proposal should be noticeably marked, as follows:

**“Proposal Submitted in Response to: RFP # HHSC FY 21-0386”**

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

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. HHSC cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The Offeror bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.

All proposals and other material submitted by Offerors become the property of HHSC and may be returned only at HHSC's option.

### **3.5 PROPOSAL INFORMATION**

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

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

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

The Offeror's experience and past performance will be evaluated on the extent of its success in managing and integrating work relevant to that defined in the Scope of Work. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

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References: References should be verifiable and be able to comment on the Offeror's construction and repair experience. The Offeror should submit, at a minimum, three (3) professional services references for similar projects completed over the last two (2) years that would demonstrate the Offeror possesses an understanding of and experience in providing the required service. As these references may be checked, ensure all information is current and accurate and that prior permission to use is obtained from each reference.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications.

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

3.5.2 Proposed Method of Approach:

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

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Work. It is preferred that the Offeror provide a schedule for the work required. 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 Project Schedule:

The Offer must submit a detailed Project Schedule which shows the various elements of the project. This schedule should show a breakdown in days or weeks of each phase of the construction project from mobilization to the final acceptance by the Owner. This Project Schedule will be an element considered in the evaluation of the Offeror's proposal and must be realistic and achievable. HHSC does seek to have this Project completed promptly and will insist on strict adherence to the timeline provided.

3.5.4 Cost:

The evaluation of the category of Cost shall be based on the prices, as indicated on the Pricing Schedule submitted with Offeror's proposal. In order to determine

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the maximum liability to the State of Hawaii, any percentage increases proposed for extension option periods shall be also included in the cost evaluation.

3.5.5 Additional Information:

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

**3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE**

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

**3.7 EXCEPTIONS TO GENERAL CONDITIONS:**

3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, including the GENERAL CONDITIONS, such exception shall be submitted to the Contract Manager **at least seven (7) days prior to the due date and time for receipt of proposals.** This will allow the Contract Manager to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

3.7.2 If an Offeror includes in its proposal exceptions that are not covered by Section 3.7.1 above and that are not approved in writing by the Contract Manager, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

3.7.3 To the extent they are inconsistent with the terms of this RFP, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

**3.8 OFFEROR'S RESPONSIBILITY**

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

**3.9 DISCUSSIONS**

In accordance with East Hawaii Region Purchasing Policy, after the initial receipt of proposals, discussions, including a request for Contractor presentations, may be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers submitted should be complete and on the Offerors' most favorable terms.

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**3.10 NON-ACCEPTANCE OF “SCOPE OF WORK” REQUIREMENTS**

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

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PROPOSAL  
FOR  
**Ka' Critical Access  
UPPER PARKING LOT REPAVING  
AT  
HILO MEDICAL CENTER**

HILO, HAWAII

RFP No. FY 21-0386

Sirs:

The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for proposed Upper Parking Lot Repaving at Kau Critical Access Hospital” RFP No. FY21-0386, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Offerors, Proposal, General Specifications, and detail Specifications, made a part of these specification and Standard Specifications for Public Works Construction (September, 1986), made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Price of:

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

which includes all applicable taxes and expenses for the Project.

A breakdown of the above Lump Sum Price must be included with the Offeror’s proposal showing the details of the pricing. This should include the breakdown in general construction categories as provided in AIA Payment Application Forms G702 & G703.

It is understood that the Owner reserves the right to reject any or all bids, or to accept other than the low bid, as may appear in the best interest of the work. It is also understood that the bid shall be awarded only to a Contractor who is currently licensed in the State of Hawaii.

The Owner also reserves the right, during construction, to decrease or increase the scope of work, to decrease or increase construction schedule, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

It is understood and agreed that the contractor shall be responsible for bearing the cost of all inspections, permits and specialty inspections including testing, etc., as required for the project’s scope of work. The Contractor is also responsible for completing and providing As-Builts drawings by a licensed engineering or architectural firm, at his/her own expense.

It is understood and agreed that all work shall be done in accordance with the General Specifications and the Detailed Specifications attached hereto.

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It is understood and agreed that the Owner reserves the right to increase or decrease the amount of work in order that the award may be made within the funds allocated for this project.

It is also understood and agreed that the Owner reserves the right to accept or reject any and all bids and to waive any and all defects and informalities, when in his opinion such rejection or waiver will be for the best interest of the Owner.

It is also understood and agreed that the award of the contract hereunder shall be conditioned upon the Owner having the right to hold all bids for a period of one hundred and twenty (120) consecutive calendar days from the opening hereunder unless otherwise required by law, during which time no bid may be withdrawn.

The Offeror hereby agrees that if he is awarded this contract, he will enter into and execute the same within ten (10) days from the date of notice to award and furnish a performance bond in the amount and character required within the time specified by the specifications Section 103D-324, Hawai'i Revised Statutes.

The Offeror further agrees that if awarded the contract and if he FAILS to enter into and execute the contract and furnish the required bonds within the specified time, the Owner may determine the Offeror has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the Owner.

The Offeror represents: **(Check  one only)**

A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i;  
**OR**

A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i, Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.

State of incorporation: \_\_\_\_\_

Offeror is:

Sole Proprietor                       Partnership                       Corporation  
 Joint Venture                       Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawai'i General Excise Tax License I.D. No.: \_\_\_\_\_

Business street address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Payment address (if different than business street address above): \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

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

Facsimile No. \_\_\_\_\_

Email Address \_\_\_\_\_

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

Respectfully submitted,

\_\_\_\_\_  
Authorized (Original) Signature of Offeror

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

\_\_\_\_\_  
Print Title

(If by Individual or Partner)

\_\_\_\_\_  
Name

(If by Corporation)

\_\_\_\_\_  
\*Exact Legal Name of Company (Offeror)

\*If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

\_\_\_\_\_

\_\_\_\_\_  
\*\*President

(SEAL)

\*\* Please attach to this page evidence of the authority of this officer to submit bid on behalf of the company, giving also his address and the names and addresses of the Vice-President and Secretary.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.



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

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

**4.0 PRICING SCHEDULE**

In accordance with the attached Specifications, General Conditions, Special Conditions, and all information contained within this proposal, the Offeror submits the following pricing:

The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for Upper Parking Lot Repaving Project at Kau Critical Access Hospital RFP No. FY21-0386, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Offerors, Proposal, General Specifications, and detail Specifications, made a part of these specification and Standard Specifications for Public Works Construction (September, 1986), made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Price of:

**4.0.1 Tree Removal**

Material: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Labor\*: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Total:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**4.0.2 Root Removal (If Proposed)**

Material: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Labor\*: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Total:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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**4.0.3 Paving**

Material: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Labor\*: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Total:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**4.0.4 Curb Repair and Replacement (if Proposed)**

Material: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Labor\*: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Total:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**4.0.5 Curb Removal (if Proposed)**

Material: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Labor\*: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Total:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

\* Please note that this project will require prevailing wage for labor.

which includes all applicable taxes and expenses for the Project.

A breakdown of the above Lump Sum Price must be included with the Offeror's proposal showing the details of the pricing. This should include the breakdown in general construction categories as provided in AIA Payment Application Forms G702 & G703.

**4.1 COMPENSATION**

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

4.1.1 HHSC shall pay CONTRACTOR the rate as designated by the Pricing Schedule submitted with the Offer, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written

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documentation, which must be submitted on the American Institute of Architect's (AIA) Application and Certificate for Payment (Form G702) and Continuation Sheet (Form G703), and include:

- b. the date(s) of the service(s) performed;
- c. the contract number (HHSC FY21-0386);
- d. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- e. the dollar amount of work completed and outstanding;
- f. signed, certified, notarized and dated by the Offeror's delegated signatory.

4.1.2 The CONTRACTOR'S invoice is due by the tenth (10<sup>th</sup>) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due FORTY-FIVE (45) 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. Failure to submit an invoice on the prescribed forms or to include the information required in Section 4.1.1 may delay payment processing.

## **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 For bids of \$25,000 or more, the Contractor shall comply with the following chapters of the Hawaii Revised Statutes (HRS): Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security - unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 (temporary disability insurance); Chapter 393 HRS (pre-paid health care); and shall be incorporated or organized under the laws of the State, or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. Contractor shall complete the CERTIFICATION OF COMPLIANCE form at the end of the PROPOSAL and submit it with their bid.

**4.3 RECEIPT OF ADDENDA**

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

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

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

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

The Contractor agrees the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444 HRS, who will be engaged by the Contractor on this project to perform the required work indicated pursuant to East Hawaii Region Policy PUR 005. 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

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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.

All joint contractors or subcontractors are subject to HHSC’s approval, and HHSC shall have the right to refuse, in its discretion, any joint contractor or subcontractor named by the Contractor. HHSC shall discuss any refusal of a joint contractor or subcontractor with the Contractor and shall assist the Contractor in naming a replacement acceptable to HHSC.

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: \_\_\_\_\_

(NOTARIZATION)

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## **SECTION 5 EVALUATION**

### **5.1 INTRODUCTION**

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

### **5.2 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

Phase 1.....Evaluation of Mandatory Requirements

Phase 2.....Technical Proposal Evaluation

Phase 3.....Cost Proposal Evaluation

Phase 4.....Best and Final Offers (**optional**)

Phase 5.....Recommendation for Contract Award

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

The evaluation of the mandatory requirements, as listed below shall be upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Scope of Work" and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?"

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

Proposal "**Mandatory Requirements**":

- Proposal Transmittal Cover Sheet (Appendix A)
- Acceptance (or Notification of Clarifications) document (Appendix B)
- Proposal in response to Solicitation
- Pricing Schedule & Compensation (Section 4)
- Proposal Submission Checklist
- Standards of Conduct Declaration (Appendix E)
- Certificate of Good Standing (Appendix F)
- Certificate of Compliance (DLIR) (Appendix F)

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

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

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

Evaluation of the cost proposal shall be conducted using the cost proposal category identified in Sections 3.5.3 and 4, the value weight percentage identified in Section 5.3, and the evaluation scoring system identified in Section 5.4.

**5.2.4 PHASE 4--SHORT LISTING OF OFFERORS (OPTIONAL)**

After the ranking of Offerors based upon the technical and cost scoring, HMC may at its discretion, may create a short list of Offerors to continue further in the evaluation and award process.

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

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

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

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

**5.3 EVALUATION CATEGORIES AND VALUE**

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value/Weight</u>
Experience and Expertise of the Firm & Key On-Site Personnel.....	20%
Proposed Method of Approach.....	20%
Project Schedule .....	10%
Cost Proposal.....	50%
<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.



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The evaluation categories are assigned a value, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and arrive at a consensus score based on the percentage of value. The Offeror's total score (see note below) will be determined by adding the score of each category for their total overall score.

**NOTE:** In determining the total score, the Offeror's cost proposal with the lowest costs will receive the highest available rating allocated to costs (and will thus receive a score of 25 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The formula for determining the points for all except the lowest cost proposal is as follows:

[(Lowest price/price in Offeror's proposal) x 25 points = Offeror's points.]

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

**6.1 AWARD OF CONTRACT**

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

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

**6.2 CONTRACT AWARD NOTIFICATION**

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

**6.3 CONTRACT DOCUMENT**

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

**6.4 GENERAL AND SPECIAL CONDITIONS**

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

Additionally, Offerors will need to obtain the following documents:

**6.5 CERTIFICATIONS:**

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

**6.5.1 CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

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

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

### **6.5.3 HAWAII COMPLIANCE EXPRESS**

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

**PROPOSAL TRANSMITTAL COVER SHEET**  
**RFP #HHSC FY21-0386**

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

Organization: \_\_\_\_\_

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

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

(Post Office Box is not acceptable)

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

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

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

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

**Certification**

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Offeror's Acceptance or Notification of Clarifications and Exceptions to the following GENERAL CONDITIONS:**

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

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

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

**Or**

\_\_\_\_\_, Offeror, has the following clarifications and exceptions to the following GENERAL CONDITIONS:

(Please attach additional pages, as required)

## GENERAL CONDITIONS

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

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

**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.
  6. Bonds will be required
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.

- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:
- "Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for HHSC to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Hilo Medical Center 1190 Waianuenue Avenue, Hilo HI 96720.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."
- i. Section 4.1: the words "accepted bid" is deleted from the first sentence.
- j. Section 4.9.3: the words "submission of bids" is replaced with the words "execution of this contract".
- k. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:
- "In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:"
- l. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- m. Section 5.8.1: "twenty-four (24)" is hereby changed to "one (1)".
- n. Section 5.11 is hereby deleted in its entirety.
- o. Section 5.12.4 is hereby deleted in its entirety.
- p. Section 7.3.7.4, subparagraphs a and b: Replace "If the project falls within the State University System, The University of Hawaii" with "HHSC".
- q. 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."
- r. Section 7.7.2 is amended to read as follows: "The wage rate schedule is attached to this contract."

- s. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- t. Section 7.14.4 is hereby added and reads 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 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.”
- u. Section 7.15 delete “and its Departments and Agencies”.
- v. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- w. Section 7.35.1: the last word “earlier” is changed to “later



## SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the addition of 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 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:

Reynold Cabarloc, Hospital Systems Services Director  
Phone – 808-932-3108  
Email – [rcabarloc@hhsc.org](mailto:rcabarloc@hhsc.org)

**7.0 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.

**8.0 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.

**9.0 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.

**10.0 Exemption From Hawaii Revised Statutes Chapter 103D:** East Hawaii Region of 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.

# PROPOSAL SUBMISSION CHECKLIST

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

	_____	Proposal Received “On-Time”
_____	_____	One Original signed hard copy and One Electronic Copy of the Proposal
_____	_____	Fully Executed Offer And Acceptance Page
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	Background, Qualifications and Experience
_____	_____	Key On-Site Personnel and Staffing
_____	_____	Method of Approach to the Scope of Services
_____	_____	Proposed Project Schedule
_____	_____	Cost Proposal
_____	_____	Pricing Schedule (Section 4)
_____	_____	Schedule
_____	_____	Acceptance (or Notification of Clarifications) Document (Appendix B)
_____	_____	Proposal Submission Checklist (Appendix D)
_____	_____	Standards of Conduct Declaration (Appendix E)
_____	_____	Certificate of Good Standing (Appendix F)
_____	_____	Certificate of Compliance (DLIR) (Appendix F)
_____	_____	Proprietary Documents Request (If Necessary)

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

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

1. Offeror (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. Offeror has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. Offeror has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.
4. Offeror has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. Offeror has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.
6. Offeror has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

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

**OFFEROR**

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

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

*Instructions for Hawaii Compliance Express*

**Hawaii Compliance Express (HCE)**

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

<http://vendors.ehawaii.gov>

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

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

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

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

**Vendors that elect to use the new Hawaii Compliance Express services will be required to pay an annual fee of \$12.00.**

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

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

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

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

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

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

**END OF RFP DOCUMENT  
HHSC FY21-0386**

**[Attachments are available separately]**