



REQUEST FOR PROPOSALS

#HHSC FY14-0540

Pressure Wash and Exterior Painting

For

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

AN AGENCY OF THE STATE OF HAWAII

**Proposals due no later than 3:00 PM, HST,
Friday, March 28, 2014**

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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 39 pages contained in this Request for Proposals.**

Hawaii State Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No.:

Name: _____

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

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

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

ACCEPTANCE OF OFFER (to be completed by HHSC)

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

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

This contract shall henceforth be referred to as Contract No. FY 14-0540 .

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

Signed: _____

Howard Ainsley, East Hawaii Regional CEO

SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the provisions of East Hawaii Regional Procurement Policies & Procedures. All procedures and processes will be in accordance with East Hawaii Regional Procurement Policies. To the extent this solicitation contains any terms or provisions inconsistent with East Hawaii Region’s Procurement Policies and its procedures, and governing law those policies, procedures and governing law will control.

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, all of which shall be assessed in accordance with the established evaluation criteria established in this RFP. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR”.

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

1.2 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.

ACTIVITY	SCHEDULED DATES
1. RFP Issued & Public Announcement	March 11, 2014
2. Pre-Proposal Meeting (Please see section 1.4)	March 14, 2014
3. Closing Date for Receipt of Questions	March 18, 2014
4. Addendum - HHSC Response to Offerors’ Questions (if needed)	March 20, 2014
5. Closing Date for Receipt of Proposals	March 28, 2013- No Later than 3:00 PM, HST
6. Mandatory Requirements Evaluation	March 31 - April 4, 2014
7. Proposal Evaluations	April 7-9, 2014
8. Proposal Discussions & Presentations (optional)	April 9, 2014
9. Best and Final Offers (optional)	April 10, 2014
10. Contractor Selection/Award Notification (on/about)	April 11, 2014
11. Contract Tentative Award Date	April 14, 2014
12. Contract Tentative Start Date	April 15, 2014

1.3 **AUTHORITY**

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

1.4 **HEAD OF PURCHASING AGENCY (HOPA)**

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

The HOPA for this RFP is:

Howard N. Ainsley
Chief Executive Officer
East Hawaii Region
Hawaii Health Systems Corporation

1.5 **SUBMISSION OF INTENT TO SUBMIT PROPOSAL**

Offerors should submit, in writing, by Friday, March 14, 2014 their intent to submit (or not submit) a proposal. Please forward your company's intentions either by fax to: (808) 933-2793 or by email to sdraper@hhsc.org.

1.6 **PRE-PROPOSAL CONFERENCE**

HHSC will hold a Pre-Proposal Conference Thursday, March 14, 2014, at **11:00am (HST) in the HMC Nursing Conference Room A** for all interested Offerors for the purpose of addressing the scope of services in the RFP. The Hilo Medical Center's Hospital Systems Services Director, who is also the Technical Representative for this contract, will be present to answer questions relating to this project. Questions posed on these days and their subsequent answers that affect the scope of this project will be contained in the written response to questions and clarification requests. Please note that if you fail to attend the Pre-Proposal Conference you may not submit a proposal for this project.

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.

1.7.1 **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:

Sherry L. Draper, Contracts Manager
East Hawaii Region, HHSC
1190 Waianuenue Avenue, Hilo, HI 96720
PH: (808) 932-3113 FAX: (808) 933-2793
sdraper@hhsc.org

1.8 HHSC ORGANIZATIONAL INFORMATION

1.8.1 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, Session Laws of the State of Hawaii 1996. 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.

1.8.2 STRUCTURE AND SERVICES

HHSC oversees the operation of twelve public health facilities throughout the Hawaiian Island chain, including Oahu, Lanai, Maui, Kauai, and Hawaii.

HHSC is organized into five 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. In fiscal year 2009, HHSC had a total of 3,892 full time employees, operating 1,260 licensed beds, located on five different islands, with approximately 22,378 in-patient admissions.

1.8.3 MISSION

The mission of the East Hawaii Region of HHSC is to improve our community's health through exceptional and compassionate care.

1.9 FACILITY INFORMATION

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

1.10 SUBMISSION OF QUESTIONS

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

- IMPORTANT -

OFFEROR may request changes and/or propose alternate language to the attached HHSC 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 HHSC General or Special Terms and Conditions will be entertained after the proposals have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the RFP.

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

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

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

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

SEND QUESTIONS TO:

Sherry L. Draper, Contracts Manager
East Hawaii Region, HHSC,
1190 Waianuenu Ave., Hilo, HI 96720
Fax: (808) 933-2793
Email: sdraper@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, Sherry L. Draper, Contracts Manager, no later than the "Closing Date for Receipt of Proposals" as identified in Section 1.1. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

1.12 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.

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**

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

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

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

<http://www.hilomedicalcenter.org/Procurement/12298/Content.aspx>

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

Howard N. Ainsley, Chief Executive Officer
East Hawaii Region
Hawaii Health Systems Corporation
1190 Waianuenue Avenue
Hilo, Hawaii 96720

SECTION 2
SCOPE OF WORK

- IMPORTANT -

CONTRACTOR will be held responsible for performing each requirement in the Scope of Work, whether or not such requirements are addressed in the CONTRACTOR's proposal or taken into account by the CONTRACTOR in calculating the Lump Sum Proposal Amount provided by the CONTRACTOR pursuant to Section 4 (Pricing Schedule and Compensation) below. CONTRACTOR's failure to submit a price for a requirement in the Scope of Services or to address such requirement in its proposal will not relieve the CONTRACTOR of its obligation to perform such requirement, and the CONTRACTOR will not be entitled to any additional compensation from HHSC for such requirement.

2.0 SUMMARY OF WORK:

Pressure wash all exterior building surfaces to remove and prevent further growth of mildew; primers shall be used on bare substrate or rusted surfaces as further defined in this Scope of Services.

2.1 BUILDINGS REQUIRING WORK AT HILO MEDICAL CENTER:

- Acute Hospital
- Hale Ho'ola
- HPOC
- ECD

2.2 EXTERIOR WALLS / SURFACES OF THE BUILDINGS:

All exterior surfaces including, but not limited to, walls, porte-cochère, eyebrows (including underneath), parapet wall, roof, mechanical room walls & roof, windows, eaves, ceilings, awnings, walkway railings, stairwell grab bars, bollards, downspouts and gutters.

2.3 SCOPE OF SERVICES:

2.3.1. CONTRACTOR shall pressure wash (or hand wash or employ a reasonable substitute as provided in Section 2.3.3 below) and prepare all exterior services, including but not limited to caulking cracks, pressure tool cleaning of flaking paint and rust, patching holes and replacing damaged surfaces.

2.3.2. Mildew wash all exterior surfaces with a mild detergent solution and properly rinse or neutralize the detergent so as not to damage sealing and coating materials.

2.3.3. Wherever possible, pressure wash all surfaces. Typical pressure application for most surfaces is 2000 PSI. Where pressure washing is not possible or practical, hand washing (or a reasonable substitute that is acceptable to the Institution Facility Superintendent or his designee) is required. Use detergent or hot water as necessary. If detergent is used, it must be rinsed thoroughly with clean water.

2.3.4. Treat and wash down surfaces suspected of mildew contamination as follows:

- A. Apply a commercial mildewcide/cleaner such as JOMAX per manufacturer's recommendation;
- B. Scrub surfaces, if necessary, to remove mildew and dirt;

-
- C. Work from top to bottom;
 - D. Thoroughly rinse with clean water.

2.3.5 CONTRACTOR shall clean all windows upon completion of work to ensure that the windows do not have water spots or streaks from the solutions and water used to clean surfaces.

2.3.6. CONTRACTOR shall use appropriate primers on bare substrate or rusted surfaces and shall follow such primers with a coating system that is acceptable to Hilo Medical Center.

2.4 SPECIFIC REQUIREMENTS:

2.4.1. All buildings will be occupied during the period of time indicated as the construction period. The CONTRACTOR shall schedule its work and operations in such a manner as to minimize disturbances and hazards to the public and hospital personnel. Safe entrance and exit to the project site shall be maintained at all times. Any and all disruptions to ingress/egress of each building shall be coordinated with the Institutional Facility Superintendent or his designee, and shall be documented in writing. The CONTRACTOR shall provide all construction aids necessary to protect the public and hospital personnel.

2.4.2 The CONTRACTOR shall be responsible for planning, scheduling, and reporting the progress of the project to ensure timely completion of the work as required.

2.4.3 The CONTRACTOR shall review site conditions, areas that are adversely affected by the work and factors that affect construction procedures, with the Institutional Facility Superintendent or his designee prior to the commencement of any work.

2.4.4 The CONTRACTOR shall provide temporary enclosures and coving where necessary or required.

2.4.5 The CONTRACTOR shall schedule a pre-final and final acceptance inspection of all buildings with the Institutional Facility Superintendent or his designee, and shall provide written notification of the inspections at least seven (7) calendar days in advance of the scheduled inspection date.

2.4.6 The CONTRACTOR shall be responsible in securing coverings to protect all paintings, mural, art designs, sculptures, etc., from damage.

2.4.7 The CONTRACTOR shall be responsible for all damage to the existing building's coatings and roofing membranes that are caused as a result of the work being done, and shall repair all such damage.

2.4.8 The CONTRACTOR shall repair planters and the grounds and landscaping surrounding the buildings being serviced that have been damaged as a result of the work being done, and shall restore it back to its original condition.

2.4.9 The CONTRACTOR shall schedule and do its work in a manner that allows for safe passage to the occupants, employees, and visitors of the building being serviced, and to protect building furniture, equipment, and vehicles from damage.

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- 2.4.10 The CONTRACTOR shall avoid any work task that is excessively loud and disturbing. After hours or weekend work shall be coordinated with the Institutional Facility Superintendent or his designee, and shall be provided at no additional cost to HMC.
- 2.4.11 Within ten (10) working days of the issuance of the Letter of Notice to Proceed, the CONTRACTOR shall prepare and submit a work schedule to the Institutional Facility Superintendent or his designee. The work schedule shall include a timeline for each portion of work to be performed, and the area of the building that will be worked on. The submission of the work schedule shall not relieve the CONTRACTOR of its responsibility for scheduling, phasing, and pursuing the work to comply with the contract documents. The CONTRACTOR shall inform the Institutional Facility Superintendent or his designee in writing of any critical change to the work schedule. Work shall not commence until the work schedule has been sent to the Institutional Facility Superintendent or his designee, and approved by the same.
- 2.4.12 At the conclusion of the project, HMC will develop a deficiency list of the work items that may need to be completed by the CONTRACTOR. The CONTRACTOR shall correct all deficiencies listed within ten (10) calendar days after the pre-final inspection date. After completion of all deficiencies, the CONTRACTOR shall notify the Institutional Facility Superintendent or his designee the building is ready for final inspection.
- 2.5 ADDITIONAL REQUIREMENTS:
- 2.5.1 The CONTRACTOR shall ensure that all of its employees scheduled on this project are properly trained in safety and fall prevention and that they have all been certified in the proper use and operation of swing stage scaffolds, lifts, and any other equipment that may be used to complete work on this project. The CONTRACTOR shall comply with all applicable OSHA regulations and guidelines.
- 2.5.2 The CONTRACTOR shall furnish all labor, materials, and equipment necessary to construct and install safety barriers, warning signs, rope barriers and rope barrier supports as required. The CONTRACTOR shall NOT use nails or any other devices to attach signs to buildings that may mar the finish of the building.
- 2.5.3 The CONTRACTOR shall keep the work area clean, free of debris, and is responsible for removing all rubbish from the work site at the end of each day.
- 2.5.4 The CONTRACTOR will be allowed to use existing electrical and water.
- 2.5.5 The CONTRACTOR will be allowed to use designated restrooms.
- 2.5.6 The staging and storage area shall be determined at the time of the work by the Institutional Facility Superintendent or his designee. His decision or the decision of his designee shall be predicated on the efficient utilization of space to accommodate all construction projects currently in progress.
- 2.5.7 The CONTRACTOR parking at the hospital shall be determined at a later date.

SECTION 3
PROPOSALS

3.1 PROPOSAL PREPARATION

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

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

- 3.1.1 The information identified below in Section 3.5;
- 3.1.2 The pricing information identified below in Section 4.0;
- 3.1.3 Offer/Acceptance Page (Page 3);
- 3.1.4 Proposal Transmittal Cover Sheet, Appendix A;
- 3.1.5 Acceptance (or Notifications of Clarifications) Document, Appendix B;
- 3.1.6 Proposal Submission Checklist, Appendix D;
- 3.1.7 Standards of Conduct Declaration, Appendix E;
- 3.1.8 Bid Security (5% of Total Lump Sum Proposal Amount)

Proposals should also contain originals of the following documents:

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

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

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

Additionally, the GENERAL CONDITIONS, the SPECIAL CONDITIONS, and the Scope of Work contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they shall govern all services provided under such contract.

3.2 DISQUALIFICATION OF PROPOSALS

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

3.3 ELECTRONIC DOCUMENTS

HHSC may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit 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 four (4) original hardcopies, and one (1) electronic copy, contained on a CD or USB Flash Drive, no later than 3:00 pm, HST, on the "Proposal Submission Deadline" identified in Section 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY." Mail or deliver proposals to the following address:

Sherry Draper, Contract Manager
Hilo Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720-2020
PH: 808-932-3113
Fax: 808-974-4746
Email: sdraper@hhsc.org

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

"Proposal Submitted in Response to: RFP # HHSC FY14-0540"

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.

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

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

The qualifications of the key on-site personnel proposed by the Offeror to perform the requirements of this solicitation will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the experience, technical expertise, and qualifications for each key on-site personnel proposed, including but not limited to, the Project Manager.

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

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

3.5.2 Proposed Method of Approach:

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

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

The additional deliverables to be submitted by the Contractor for evaluation under this

Section are as follows:

1. Work Schedule – per the requirements listed in Section 2.4.11 of the RFP.

3.5.3 Cost:

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

3.5.4 Additional Information:

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

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

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

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, including the GENERAL CONDITIONS, such exception shall be submitted to the Contract Manager at least 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.

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.

Vendor: _____

SECTION 4
PRICING SCHEDULE & COMPENSATION

4.0 PRICING SCHEDULE

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

4.0.1 Acute Hospital

Pressure Washing _____ Dollars (\$ _____)

Preparation and Painting _____ Dollars (\$ _____)

Total _____ Dollars (\$ _____)

4.0.2 Hale Ho'ola

Pressure Washing _____ Dollars (\$ _____)

Preparation and Painting _____ Dollars (\$ _____)

Total _____ Dollars (\$ _____)

4.0.3 HPOC

Pressure Washing _____ Dollars (\$ _____)

Preparation and Painting _____ Dollars (\$ _____)

Total _____ Dollars (\$ _____)

4.0.4 ECD

Pressure Washing _____ Dollars (\$ _____)

Preparation and Painting _____ Dollars (\$ _____)

Total _____ Dollars (\$ _____)

Total Lump Sum (4.0.1+4.0.2+4.0.3+4.0.4) _____ Dollars (\$ _____)

4.1 COMPENSATION

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

4.1.1 HHSC shall pay Contractor the amount(s) as designated by the Agreement, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be included in the invoice for services:

- a. the date(s) of the work performed;
- b. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- c. the dollar amount of work completed and outstanding;
- d. signed and dated by the Contractor's delegated signatory.

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

4.2 OTHER CONDITIONS

4.2.1 Anti-collusion Certification - In accordance with HAR 3-122-192, by submitting this proposal, the Contractor is declaring that the price submitted is independently arrived at without collusion.

4.2.2 Certification for Safety and Health Programs for Offers in excess of \$100,000 - In accordance with HRS 396-18, by submitting this proposal, the Contractor certifies that its organization will have a written safety and health plan for this Project that will be available and implemented by the date stipulated in the Notice to Proceed. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

4.2.3 Labor and Wage Certification - In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2,000, by submitting this proposal, the Contractor will comply with the requirements of chapter 104 and certifies that:

- a. Individuals engaged in the performance of the contract on the job site shall be paid not less than wages that the Director of Labor and Industrial Relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects including any periodic adjustments to the prevailing wages during the performance of the contract;
- b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
- c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

4.2.4 Upon the acceptance of the proposal by the HHSC, the Contractor must enter into and execute a contract for the same and furnish a Performance and Payment bond for the Construction amount of the Project, as required by law. These bonds shall conform to the provisions of statute and East Hawaii Region Policy, Hawaii Revised Statutes and any law applicable thereto.

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

4.3 RECEIPT OF ADDENDA

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

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

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

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

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

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

Enclosed herewith:

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

_____ DOLLARS (\$_____).

as required by law.

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title _____

Date: _____

Address: _____

Telephone No.: _____

(CORPORATE SEAL)

(*5)

NOTES:

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

CERTIFICATION OF COMPLIANCE

_____ certifies it is in compliance with all laws

(Company Name)

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

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

business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, _____ acknowledges that making a

(Company Name)

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

(NOTARIZATION)

SECTION 5
EVALUATION

5.1 INTRODUCTION

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

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase 1.....Evaluation of Mandatory Requirements

Phase 2.....Technical Proposal Evaluation

Phase 3.....Cost Proposal Evaluation

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

Phase 5.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

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

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

Proposal "**Mandatory Requirements**":

Signed Offer/Acceptance Page (Page 3)

Proposal Transmittal Cover Sheet (Appendix E)

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 F)

Notarized Certification of Compliance (Page 26)

Certificate of Good Standing (Appendix G)

Certificate of Compliance (DLIR) (Appendix G)

Bid Security (5% of Lump Sum Proposal Amount)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror's technical proposal shall be conducted using the technical proposal categories as identified in Sections 3.5.1 and 3.5.2, the value weight

percentages identified in Section 5.3, and the evaluation scoring system identified in Section 5.4.

5.2.3 PHASE 3--COST PROPOSAL EVALUATION

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

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

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

5.2.5 PHASE 5--RECOMMENDATION FOR CONTRACT AWARD

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

5.3 EVALUATION CATEGORIES AND VALUE

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Experience and Expertise of the Firm & Key On-Site Personnel.....	35%
Proposed Method of Approach.....	35%
Cost Proposal.....	30%
Total.....	100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to HHSC and will be recommended for award of contract, unless otherwise determined and justified by the Evaluation Committee.

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

the numerical rating provided by the Evaluation Committee; b) multiplying the result in clause “a)” by ten (10) to determine the score for each category; and c) totaling the score for all categories. For example, if the Offeror has a rating of 8 for the Proposed Method of Approach category, which has a weight of 35%, the score would be determined by multiplying 8 by 35%, yielding a product of 2.8, which is then multiplied by 10 to yield a score of 28 for that category.

NOTE: In determining the total score, the Offeror’s cost proposal with the lowest costs will receive the highest available rating allocated to costs (and will thus receive a score of 30 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The formula for determining the points for all except the lowest cost proposal is as follows:

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

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 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 (open "Forms", open "LIR#27") or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to

HHSC. The DLIR will return the form to the Offeror, who in turn shall submit the form to HHSC.

6.5.2 CERTIFICATE OF GOOD STANDING

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

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

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

6.5.3 HAWAII COMPLIANCE EXPRESS

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

PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY14-0540

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)

0

GENERAL CONDITIONS

The INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:
http://hawaii.gov/pwd/Members/qc/gen_cond_constr/InterimGeneralConditions1999Edition.pdf

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the following:

- 1.0 Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or contractor or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.
- 2.0 Contract:**
- 2.1 The contract between HHSC and the Offeror shall consist of (1) the Request for Proposal (RFP), including any amendments or addendums thereto and the GENERAL CONDITIONS and the SPECIAL CONDITIONS, and (2) the proposal submitted by the Offeror in response to the RFP, including any and all addendums, changes, negotiated agreements, etc. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, HHSC reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
- 2.2 The contract shall be construed according to the laws of the State of Hawaii. The State of Hawaii is not obligated for the expenditures under the contract until funds have been encumbered.
- 3.0 Disclosure of Confidential Information:** The Offeror shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than HHSC personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Offeror by HHSC.

-
- 4.0 Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.
- 5.0 Time of Performance:** The Contractor shall submit the Progress Schedule with their submitted proposal. The Contractor and HHSC will agree to the Progress Schedule, and the Contractor shall complete all work by the schedule's completion date. The Agreement's expiration date will be thirty (30) days from the schedule's completion date.
- 6.0 Not-To-Exceed Amount:** The total sum of money that HHSC is administratively authorized to expend under this Agreement including all applicable taxes and expenses incurred, is ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).
- 7.0 Technical Representative:** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the Offeror's performance; and approving completed work/services with verification of same for the Offeror's invoices. The Technical Representative also serves as the point of contact for the Offeror for "Technical" matters (non-contractual) from award to contract completion. The Technical Representative is:

Mr. Gary Kawamoto Okabayashi
Hilo Medical Center Facility Superintendent
Phone – 808-932-3534
Email – gkawamoto@hhsc.org

- 8.0 Notice of Debarment, or Suspension:** The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity. HHSC may, upon receipt of such written notice, immediately terminate this Agreement if HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 9.0 Anti-Kickback/Stark Law:** The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

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

1. HHSC Special Conditions
2. HHSC General Conditions
3. The RFP solicitation documents and all addenda.
4. CONTRACTOR’S Best and Final Offer [if any], then the CONTRACTOR’S proposal.”
5. CONTRACTOR’S Terms and Conditions and/or Master Agreement.”

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

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

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

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

PROPOSAL SUBMISSION CHECKLIST

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

	_____	Proposal Received "On-Time"
_____	_____	Four Original Hard copies & One Electronic Copy of the Proposal
_____	_____	Offer/Acceptance Page (Page 3)
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Proposal Transmittal Cover Sheet (Appendix A):
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Technical Proposal
_____	_____	<u>Experience and Expertise of the Firm and Key On-Site Personnel</u>
_____	_____	Proposed Method of Approach to the Scope of Work
_____	_____	Cost Proposal
_____	_____	Pricing Schedule (Section 4)
_____	_____	Acceptance (or Notification of Clarifications) Document (Appendix B)
_____	_____	Proposal Submission Checklist (Appendix E)
_____	_____	Standards of Conduct Declaration (Appendix F)
_____	_____	Notarized Certification of Compliance (Page 26)
_____	_____	Certificate of Good Standing (Appendix G)
_____	_____	Certificate of Compliance (DLIR) (Appendix G)
_____	_____	Proprietary Documents Request
_____	_____	Bid Security (5% of Total Lump Sum Proposal Amount)

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

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

OFFEROR

By: _____

Title: _____

Date: _____

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

Instructions for Hawaii Compliance Express

Hawaii Compliance Express (HCE)

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

<http://vendors.ehawaii.gov>

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

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

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

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

Vendors that elect to use the new Hawaii Compliance Express services will be required to pay an annual fee of \$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 DOCUMENT
HHSC FY14-0540**