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# **REQUEST FOR PROPOSALS**

## **RAISED CONCRETE PLATFORM FOR KVMH INSTALL WALK-IN FREEZER**

RFP NO  
HHSC FY 24-03

FOR

**HAWAII HEALTH SYSTEMS CORPORATION**  
**Kauai Region**  
**Kauai Veterans Memorial Hospital**

Kauai Veterans Memorial Hospital  
4643 Waimea Canyon Drive  
P.O. Box 337  
Waimea, HI 96796

Hawaii Health Systems Corporation  
An Agency of the State of Hawaii

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## SECTION ONE - ADMINISTRATION

### 1.1 INTRODUCTION

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

Thank you for your interest in submitting a proposal for this solicitation. The rationale for this competitive sealed RFP is to promote and ensure the fairest, most efficient means to obtain the **best value** to HHSC, i.e., the proposal offering the greatest overall combination of service and price. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR”.

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

### 1.2 PROCUREMENT TIMETABLE

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

<b>ACTIVITY</b>	<b>SCHEDULED DATES</b>
1. RFP Public Announcement	March 25, 2024
2. <b>Site Visit Required</b>	Please contact John Pimental at 645-0530 to schedule an appointment for a site visit
3. Offerors submission of intent to submit proposal	March 28, 2024
4. Closing Date for Receipt of Questions	April 1, 2024
5. HHSC Response to Offeror’s Questions	April 3, 2024
6. <b>Closing Date for Receipt of Proposal</b>	<b>April 12, 2024</b>

### 1.3 SUBMISSION OF INTENT TO SUBMIT A PROPOSAL

Offerors must submit, in writing, by their intent to submit a proposal. Please forward your company’s intentions by email to [mguirao@hhsc.org](mailto:mguirao@hhsc.org)

### 1.4 RFP ORGANIZATION

This RFP is organized into five sections:

#### **SECTION 1: ADMINISTRATIVE**

Provides information regarding administrative requirements.

#### **SECTION 2: SCOPE OF SERVICES**

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

**SECTION 3: PROPOSALS**

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

**SECTION 4: EVALUATION**

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

**SECTION 5: AWARD OF CONTRACT**

Describes procedures for selection and award of contract.

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

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

The HOPA for this RFP is:

Lance K. Segawa

Regional CEO – Kauai Region

**1.7 DESIGNATED OFFICIALS**

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

**1.8 ISSUING OFFICER**

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

Maia Guirao, Procurement Specialist  
HHSC/Kauai Veterans Memorial Hospital  
4643 Waimea Canyon Drive, P. O. Box 337  
Waimea, HI 96796  
Phone: 240-2737  
e-mail: [mguirao@hhsc.org](mailto:mguirao@hhsc.org)

**1.9 HHSC ORGANIZATIONAL INFORMATION**

**1.9.1 CHARTER**

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

**1.9.2 STRUCTURE AND SERVICES**

HHSC oversees the operation of nine public health facilities throughout the Hawaiian Island chain, including Oahu, Kauai and Hawaii. HHSC is organized into four operational regions and provides

a broad range of healthcare services including acute, long term, rural and ambulatory health care services.

**1.9.3 MISSION**

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

**1.9.4 FACILITY INFORMATION**

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

**1.10 SUBMISSION OF QUESTIONS**

Relevant questions must be submitted in writing via electronic mail to the Issuing Officer no later than the “Closing Date for Receipt of Questions”, identified in paragraph 1.2 in order to generate an official answer. All written questions will receive an official written response from HHSC and become addenda to the RFP.

**- IMPORTANT -**

**OFFEROR may request changes and/or propose alternate language to the attached DAGS Interim General Conditions and Special Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the DAGS Interim General Conditions and Special Conditions will be entertained after the proposals have been submitted or during the contracting process.**

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

Responses by HHSC shall be due to the OFFEROR no later than the dates for initial questions and final questions stipulated in Section 1.2.

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

**1.11 SOLICITATION REVIEW**

OFFEROR should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Maia Guirao, no later than the “Closing Date for Receipt of Questions” as identified in Section 1.2. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

**1.12 RFP AMENDMENTS**

HHSC reserves the right to amend the RFP any time prior to the ending date for the proposal evaluation period. RFP Amendments will be in the form of addenda and posted on the Kauai Region Procurement website. It is the OFFERORS responsibility to check the website located at <http://kauai.hhsc.org/procurement/open-solicitations/> to ensure that any and all Amendments are incorporated into their RFP response.

**1.13 CANCELLATION OF RFP**

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

## **SECTION TWO - SCOPE OF SERVICES**

### **2.1 INTRODUCTION**

The purpose of this solicitation is to award a single fixed price Agreement to a Contractor for the design build raised concrete platform for the walk-in freezer at Kauai Veterans Memorial Hospital. The Contractor must be able to demonstrate experience with similar construction projects. All work shall be in accordance with all County, State, and Federal rules and regulations.

The general scope of work shall include but may not be limited to the design build raised concrete platform at Kauai Veterans Memorial Hospital as detailed below and on Exhibit A.

The OFFEROR awarded an Agreement under this RFP shall be referred to as “CONTRACTOR” or “OFFEROR”.

### **2.2 SCOPE OF WORK**

- A. The work to be done shall include but is not limited to performing all operations and furnishing all equipment, fixtures, appliances, tools, materials, and labor necessary to execute, complete, and deliver all of the work related items required for the project as detailed below and on Exhibit A.
1. Remove and relocate propane gas meter to a new location.
  2. Remove roots and grass form area
  3. Construct cast in place concrete wall, 2.5 wide x 8” thick. (Per COK Detail R-31, Grade adjustment walls)
  4. Cement wash finish on exposed perimeter walls. Light broom finish on exposed slab on grade.
  5. Back fill with none expansive imported material.
  6. Form and pour 4” thick concrete slab on grade.
  7. Saw cut and seal joints at 10’ on center.
  8. Install 36” high perimeter pipe rail with intermediate horizontal rail.
  9. New shed Construction
  10. Layout Building (15x20).
  11. Frame walls with 2x4
  12. Frame roof with 2x6 (2:12 lean to type of roof)
  13. Install siding and rafter vents (4” vents)
  14. Install roof
  15. Install gutters with 2 down spouts
  16. Install Drywall and FRP
  17. Install 4’ door
  18. Install electrical power on all (4) walls of the storage building and one external outlet next to the entry door.
  19. Remove handrails for both entry locations.
  20. Install handrails in open areas around new Platform.
  21. Install roof at entryway to protect staff from rain.
  22. Install sprinkler system in Storage.

- 23. Install led lighting in the Storage.
- 24. Paint INTERIOR AND EXTERIOR.
- 25. All work shall be completed six (6) months from contract start date.

**2.3 WORKING HOURS**

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

**2.3 TECHNICAL REPRESENTATIVES**

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

## **SECTION THREE - PROPOSALS**

### **3.1 INTRODUCTION**

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

#### **3.1.1 PROPOSAL SUBMISSION CHECKLIST**

The proposal submission checklist is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR'S proposal; and, as a supplementary means of performing evaluation of the "Mandatory Requirements", as set forth in Section 4, paragraph 4.3.1. The checklist is required to be completed by each OFFEROR and included (as the last document) in the proposal package. The proposal submission checklist is in Section 5, APPENDIX B.

### **3.2 PROPOSAL PREPARATION**

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

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

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

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

- The information identified below in Section 3.5;
- The pricing information outlined in Section 3.6;
- Proposal Transmittal Cover Sheet, Appendix A
- Proposal Submission Checklist, Appendix B;
- Bid Security Bond 5%
- Certificate of Compliance from the Hawaii State Department of Labor and Industrial Relations; and
- Certificate of Good Standing from the Department of Commerce and Consumer Affairs Business Registration Division

### **3.3 COSTS FOR PROPOSAL PREPARATION**

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

### **3.4 DISQUALIFICATION OF PROPOSALS**

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



**- ATTENTION -**

**Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Please refer to Section 1.11.**

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

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

**3.5 SUBMISSION OF PROPOSALS**

Each OFFEROR may submit only one (1) written proposal (which includes a technical proposal and a price proposal). Alternate proposals will not be accepted. The Issuing Officer must receive one (1) original and three (3) copies **and one copy in electronic format** of the proposal no later than the "Closing Date for Receipt of Proposals", identified in Section 1, paragraph 1.1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY". Mail or deliver proposals to the following address:

Maia Guirao, Procurement Specialist  
Re: RFP No. 24-03  
Kauai Veterans Memorial Hospital  
4643 Waimea Canyon Drive, P. O. Box 337  
Waimea, HI 96796

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

**Proposal Submitted in Response to: RFP # 24-03**

**3.6 PRICE PROPOSAL**

While price is a consideration, the overall value of the proposal is a critical factor in the evaluation. The Offeror shall provide cost as described in Section 2.1 and APPENDIX F.

**3.7 PROPOSAL TRANSMITTAL COVER LETTER**

OFFEROR is required to submit the proposal with a transmittal cover letter. The transmittal cover letter must be on the OFFEROR'S official business letterhead; signed by an individual authorized to legally bind the OFFEROR; affixed with the corporate seal or notarized; and minimally include information, as written/requested, on the "sample" letter in Section 5, APPENDIX A.

**3.8 PUBLIC INSPECTION**

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

OFFEROR shall request in writing the nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The proposals are subject to disclosure rules set forth in Chapter 92F, HRS. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in Chapter 92F.

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

### **3.9 TECHNICAL PROPOSAL**

The Technical Proposal shall include the following categories.

- a. SUMMARY
- b. FIRMS BACKGROUND, QUALIFICATIONS AND EXPERIENCE
- c. FIRMS APPROACH TO THE SCOPE OF SERVICES

#### **3.10.1 TECHNICAL SUMMARY**

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

#### **3.10.2 BACKGROUND, QUALIFICATIONS AND EXPERIENCE**

Provide explicit details on Company's background, qualifications, and experience relative to performing requirements set forth in the Scope of Services, including but not limited to:

- a. Background of the Company, i.e. services offered, organizational chart, size, resources, years in business, location, State of Hawaii presence, state of incorporation, etc.
- b. Brief description of Company's qualification to perform Scope of Service requirements, and the Company's approach to the Scope of Service.
- c. Brief description of three (3) past and/or present contracts demonstrating Company's qualifications, experience, and performance. Include customer name, contact name and telephone number. If not available, provide contact name and telephone number of three (3) references that can discuss your Company's qualifications, experience and performance.
- d. Company financial statements for the past two (2) years, preferably audited, or a copy of filed tax returns. Certified Balance & Income Statements are acceptable; keep documentation simple/limited. If not available or applicable, please explain reason(s) why.
- e. Identification of litigation currently impacting the Company, if any. State "NONE", if none.

#### **3.10.3 PERSONNEL, ORGANIZATION AND STAFFING**

Provide explicit details on the Company's personnel organization and staffing relative to performing requirements set forth in the Scope of Services, as follows:

- a. Company's managerial organizational chart and resumes of key positions.
- b. Key personnel identified to perform services, including: name, years of experience, years with the Company, qualifications and verifiable references (with contact telephone numbers), if any.

#### **3.10.4 FIRMS APPROACH TO THE SCOPE OF SERVICES**

Provide a detailed summary of the approach relative to performing requirements set forth in the Scope of Services as follows:

- a. detailed listing of the equipment to be provided, including a comparison with the equipment requirements listed in the Scope of Services.
- b. A detailed explanation of the services to be provided.
- c. A detailed project schedule.
- d. Coordination of requirements with HHSC personnel.
- e. Problems anticipated, if any.

**3.11 NON APPLICABLE PROPOSAL REQUIREMENT**

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

**3.12 NON ACCEPTANCE OF ANY RFP REQUIREMENT**

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

**- ATTENTION -**

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

## SECTION FOUR - EVALUATIONS

### **4.1 INTRODUCTION**

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

### **4.2 PROPOSAL EVALUATION COMMITTEE**

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

### **4.3 EVALUATION PHASES**

Evaluation phases will be conducted as follows:

Phase 1.....Evaluation of Mandatory Requirements

Phase 2.....Technical Proposal Evaluation

Phase 3.....Price Proposal Evaluation

Phase 4....Determination of Priority List of OFFERORS

Phase 4.....Proposal Discussions by Priority-List (**optional**)

Phase 5.....Best and Final Offers by Priority List (**optional**)

Phase 6.....Recommendation for Contract Award

#### **4.3.1 PHASE 1 – EVALUATION OF MANDATORY REQUIREMENTS**

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

Proposal “Mandatory Requirements”

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

#### **4.3.2 PHASE 2 TECHNICAL PROPOSAL EVALUATION**

Evaluation of OFFEROR'S technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 4.3 and the evaluation scoring system identified in paragraph 4.4.

#### **4.3.3 PHASE 3 PRICE PROPOSAL EVALUATION**

Evaluation of the price proposal shall be conducted using the price proposal category and the value weight percentages identified in paragraph 4.4.

**4.3.4 PHASE 4 PROPOSAL DISCUSSIONS WITH PRIORITY LISTED OFFERORS (OPTIONAL)**

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

**4.3.5 PHASE 5 BEST AND FINAL OFFERS (OPTIONAL)**

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

**4.3.6 PHASE 6: RECOMMENDATION FOR CONTRACT AWARD**

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

**4.4 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES**

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

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**TOTAL..... 100%**

**4.4 EVALUATION SCORING SYSTEM**

The maximum number of points available for scoring is one thousand (1000) per evaluator. The proposal receiving the highest number of points is considered statistically the best proposal and the **best value** to HHSC; and, will be recommended for award of contract, unless otherwise determined and justified by the evaluation committee.

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

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

## **SECTION FIVE - AWARD OF CONTRACT**

### **5.1 AWARD OF CONTRACT**

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is determined by the Evaluation Committee to provide the best value to HHSC, considering all evaluation reviews and results. The Contract award may be awarded to one Contractor for both facilities or in part to separate Contractors for each facility.

### **5.2 CONTRACT AWARD NOTIFICATION**

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

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

### **5.3 CONTRACT AWARD DEBRIEFING**

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

### **5.4 CONTRACT DOCUMENT**

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

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

### **5.5 GENERAL AND SPECIAL CONDITIONS**

The DAGS Interim General Conditions are applicable and shall be apart and whole but are not physically included in these documents, but are included by reference.

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

### **5.6 GENERAL EXCISE/USE TAX**

Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii CONTRACTOR are advised that the gross receipts derived from this solicitation are subject

to the general excise tax imposed by Chapter 237, HRS, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the use tax imposed by Chapter 28, HRS.

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

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

#### **5.7 HAWAII COMPLIANCE EXPRESS**

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

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

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

#### **5.8 CERTIFICATE OF COMPLIANCE**

The CONTRACTOR is required to obtain/posses 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 <http://labor.hawaii.gov/> (open "Get a Form"; then open "LIR#27) or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the OFFEROR and must be submitted directly to the DLIR and not to HHSC. The DLIR will return the form to the CONTRACTOR who in turn shall submit the form to HHSC.

#### **5.9 CERTIFICATE OF GOOD STANDING**

- a. **HAWAII BUSINESS.** A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the CONTRACTOR shall obtain/possess **Certificate of Good Standing** issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A "Hawaii Business" that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A CONTRACTOR's status as sole proprietor and its business street address as indicated on the proposal transmittal cover letter (APPENDIX A) will be used to confirm that the CONTRACTOR is a Hawaii Business.
- b. **COMPLIANT NON-HAWAII BUSINESS.** A business entity referred to as a "Compliant Non-Hawaii Business" is not incorporated or organized under the laws of the State of

Hawaii but is registered to do business in the State. As evidence of compliance, the CONTRACTOR shall obtain/possess **Certificate of Good Standing** issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

- b. The **Certificate of Good Standing** can be obtained by phone (call (808) 586-2727, Monday thru Thursday 7:45-4:30 HST) or by mail (Department of Commerce and Consumer Affairs, Business Registration Division, P.O. Box 40, Honolulu, Hawaii 96810). The certificate is valid for six (6) months from date of issue and must be valid on the date it is received by HHSC.

#### **5.10 Certification for Safety and Health Programs for Offers in excess of \$100,000**

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

#### **5.11 CONTRACT EXECUTION**

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

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

#### **5.12 CONTRACT COMMENCEMENT DATE**

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

#### **5.13 HEALTH AND HR REQUIREMENTS**

- a. Health, Insurance and Confidentiality requirements: Offeror must ensure that personnel have the required health clearances and that all health, insurance and confidentiality requirements are maintained. Each individual performing on site work must be cleared with the Hospital’s Human Resources and Employee Health Departments before starting work to include:
  - 1. Facility will perform or Contractor shall provide evidence of:
    - a) If Facility performs the State and Federal background checks, the cost is \$20 per individual billable to the Contractor. The Facility will bill the Contractor for the amount of checks performed. The Contractor should make prior arrangements with the Facility’s HR Department to coordinate the checks and continued work is contingent upon satisfactory clearance of the background checks.
    - b) OIG/GSA clearance.
  - 2. Contractor will provide satisfactory evidence of the following:



a) TB clearance – 2 step TST or historical documentation of a 2-step TST and a current skin test within 30 days of start date, or in the case of a positive TST, Chest X-ray with no evidence of active TB within the past (12) months.

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

b. Contractor/Vendor COVID Guidelines, as applicable (subject to change)

1. Contractor to submit vaccination card if applicable.
2. If unvaccinated, Contractor must submit COVID testing results or submit to an antigen test.
3. Contractor may be subject to hospital COVID policy (subject to change). Please check with Technical Representative for requirements.
4. Contractor will report to facility screening area and pass screening to obtain entry daily.
5. Contractor must wear mask at all times and use excellent hand hygiene while in the facilities.
6. Contractor to maintain physical distance of 6 feet from individuals. If possible, contractor will stay in one area to minimize interaction with staff and units. Once service is completed, contractor will leave premises promptly.

## SAMPLE PROPOSAL TRANSMITTAL COVER LETTER

Ms. Guirao:

(Name of Business) \_\_\_\_\_ proposes to provide any and all goods and services as set forth in the “Request for Proposals for Competitive Sealed Proposals” to provide the “**Raised Concrete Platform for Install Walk-In Freezer**” Kauai Veterans Memorial Hospital, **RFP #24-03**, for which fees/costs have been set. The fees/costs offered herein shall apply for \_\_\_\_\_ (Please insert applicable period of time) \_\_\_\_\_.

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

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

\_\_\_\_\_  
\_\_\_\_\_

**Other information:**

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

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

Other (Specify) \_\_\_\_\_

State of Incorporation is: (Specify) \_\_\_\_\_

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

\_\_\_\_\_

Business Address: \_\_\_\_\_

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

Encl: Proposal

**PROPOSAL SUBMISSION CHECKLIST**

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

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

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

**AGREEMENT No.:** FY \_\_\_\_\_

**THIS AGREEMENT**, executed by and between **Hawaii Health Systems Corporation** (“**HHSC**”)/ **Kauai Region** (“**Kauai Region**”), an Agency of the State of Hawaii (collectively "**HHSC**"), by its Regional Chief Executive Officer (hereinafter "**RCEO**"), whose address is 4643 Waimea Canyon Drive, Waimea, HI 96796, and \_\_\_\_\_, (hereinafter "**CONTRACTOR**"), a \_\_\_\_\_, under the laws of the State of \_\_\_\_\_ whose business address and taxpayer identification number are as follows:

**RECITALS**

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

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

1. **Scope of Services.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by HHSC, provide all the services set forth in the request for competitive sealed proposals, **RFP #24-03** ("**REQUEST**"), and the CONTRACTOR's accepted proposal dated XXXXXXXXXXXX, including any and all revisions/addendums/negotiated agreements thereto (collectively "**PROPOSAL**"), both of which, even if not physically attached to this Agreement, are hereby made a part of this Agreement.
2. **Time of Performance.** The performance required of the CONTRACTOR under this Agreement shall be executed in accordance with the time period set forth in Attachment S2.

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

4. **Bonds.** The CONTRACTOR (is) required to provide a (performance and payment) bond in the amount of XXXXXXXXXXXXXXXXXXXX.

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

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

7. **Liquidated Damages.** Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 10 of the General Conditions.

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

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

HHSC

\_\_\_\_\_  
*(Signature)*

Lance K. Segawa  
*(Printed Name)*

Regional Chief Executive Officer - Kauai  
*(Title)*

\_\_\_\_\_  
*(Date)*

**DRAFT**

**\*CONTRACTOR**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Printed Name:*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
\_\_\_\_\_ ) SS.
COUNTY OF \_\_\_\_\_ )

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

(Notary Stamp or Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_
My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_
Doc. Description: Contract # \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(Notary Stamp or Seal)

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

By: \_\_\_\_\_

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

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

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



**SCOPE OF SERVICES**

- A. The general scope of work shall include but may not be limited to the design build raised concrete platform at Kauai Veterans Memorial Hospital.
- B. The work to be done shall include but is not limited to performing all operations and furnishing all equipment, fixtures, appliances, tools, materials, and labor necessary to execute, complete, and deliver all of the work related items required for the project as listed:
26. Remove and relocate propane gas meter to a new location.
  27. Remove roots and grass form area
  28. Construct cast in place concrete wall, 2.5 wide x 8" thick. (Per COK Detail R-31, Grade adjustment walls)
  29. Cement wash finish on exposed perimeter walls. Light broom finish on exposed slab on grade.
  30. Back fill with none expansive imported material.
  31. Form and pour 4" thick concrete slab on grade.
  32. Saw cut and seal joints at 10' on center.
  33. Install 36" high perimeter pipe rail with intermediate horizontal rail.
  34. New shed Construction
  35. Layout Building (15x20).
  36. Frame walls with 2x4
  37. Frame roof with 2x6 (2:12 lean to type of roof)
  38. Install siding and rafter vents (4" vents)
  39. Install roof
  40. Install gutters with 2 down spouts
  41. Install Drywall and FRP
  42. Install 4' door
  43. Install electrical power on all (4) walls of the storage building and one external outlet next to the entry door.
  44. Remove handrails for both entry locations.
  45. Install handrails in open areas around new Platform.
  46. Install roof at entryway to protect staff from rain.
  47. Install sprinkler system in Storage.
  48. Install led lighting in the Storage.
  49. Paint INTERIOR AND EXTERIOR.
  50. All work shall be completed six (6) months from contract start date.

**TIME OF PERFORMANCE**

1. The CONTRACTOR shall provide the services required under this Agreement for a period of one (1) year from \_\_\_\_\_, 2024 to and including \_\_\_\_\_, 2025, unless sooner terminated or extended as provided.
2. **OPTION TO EXTEND:** The TIME OF PERFORMANCE of this Agreement may be extended for Two (2) additional one (1) year intervals, subject to mutual written agreement between HHSC and the CONTRACTOR prior to the end of the current contract period. A Supplemental Agreement will be executed by the CONTRACTOR and HHSC to exercise extensions.

DRAFT

**COMPENSATION**

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, the HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR a total sum of money not to exceed \_\_\_\_\_  
**DOLLARS (\$000,000.00)**, including all applicable taxes and expenses incurred, and in accordance with the following:

**DRAFT**

**SPECIAL CONDITIONS****A. PRIORITY OF DOCUMENTS:**

These Special Conditions are attached to the Agreement and incorporated by this reference. In the event there is 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. DAGS Interim General Conditions
3. RFP No. 24-03 and all addenda
4. CONTRACTOR's Terms and Conditions
5. CONTRACTOR's proposal and best offer.

B. The State of Hawaii Department of Accounting and General Services ("DAGS") Interim General Conditions, dated August 1999, as may be amended from time to time (the "Interim General Conditions"), shall be read by the CONTRACTOR as they form a part of this Agreement. The Interim General Conditions are not 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, DAGS, State of Hawaii at the following website:

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

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

1. The following terms specified in Section 1 are hereby amended to be defined as follows:
  - a. "Bidder" shall have the same definition as CONTRACTOR.
  - b. "Comptroller" shall be the Chief Financial Officer at HHSC Kauai Region or her authorized representative.
  - c. "Department" shall be HHSC or its designee.
  - d. "Engineer" shall be the person designated by HHSC Kauai Region.
  - e. "State" shall be HHSC or its designee.
2. Section 1.20 and 1.25 replace "State of Hawaii" with "State"
3. The last two sentences of the third paragraph of Section 2.1.1.2, of the DAGS 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."
4. Section 2.1.2.1 is amended by deleting the second sentence in its entirety.
5. The addresses specified in Section 2.6.1 of the DAGS Interim General Conditions shall be changed to the Contracts Office at HHSC Kauai Region, 4643 Waimea Canyon Drive, Waimea, HI 96796.
6. Sections 2.10 through 2.11 are hereby deleted in their entirety.
7. Section 3.8.1 is amended to read as follows:

"The contract shall be signed and forwarded to Hawaii Health Systems Corporation, by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by the Contracts Office at HHSC

- Kauai Region within ten (10) calendar days after the bidder is awarded the contract. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto.”
8. Section 3.9.2 is amended by replacing “ten (10) calendar days after such award or within such further time as the Comptroller may allow” with “the time allowed in the previous section.”
  9. Section 4.1 is amended by deleting the words “accepted bid” from the first sentence.
  10. Section 4.9.3 is amended by replacing the words “submission of bids” with “execution of this contract”.
  11. Section 5.5 is amended by deleting the last sentence and replacing it in its entirety as follows:  
“In the event of conflict among the Contract Documents, the order of precedence is listed in Section 5 of this Agreement and as further detailed in the following subparagraphs.”
  12. Section 5.5.1 and 5.5.2 are hereby deleted in their entirety.
  13. Section 5.8.1 is amended by replacing “twenty-four (24)” with “three (3)”.
  14. Section 5.11 is hereby deleted in its entirety.
  15. Section 5.12.4 is hereby deleted in its entirety.
  16. Section 7.3.7.4, subparagraphs a. and b. are amended by replacing the words “State University System, The University of Hawaii” with “HHSC”.
  17. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:  
“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
  18. Sections 7.14.2, 7.19.2, and 7.19.4 are amended by replacing the words “Departments and Agencies and their” with “directors” between “officers” and “representatives”.
  19. A new Section 7.14.4 is hereby added as follows:  
“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from 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.”
  20. Section 7.15 is amended by deleting the words “and its Departments and Agencies”.
  21. Section 7.21.8.6 is amended by deleting the word “bad” before the words “weather day conditions.”
  22. Section 7.35.1 is amended by replacing the word “earlier” with the word “later”.

D.

“CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC, including orientation materials, is posted on the HHSC internet site ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operation at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate

Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents and contractors who provide financial, business office, personnel, coding, and medical records information systems and/or clinical services at any of the HHSC facilities to review the posted orientation materials and participate in any compliance training programs HHSC may require.

E.

“CONFIDENTIALITY OF MATERIAL.

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, and contracts, including this Agreements, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F HRS.”

F.

“CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR affirmatively states 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. CONTRACTOR has an affirmative duty to verify the accuracy of this statement at least annually and to inform HHSC in the event it is discovered that it is no longer true. HHSC reserves the right to verify that the above statements are true and to the immediately cancel this Agreement in the event they are not true.”

G.

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

purpose or use: or (b) knowingly solicit any contribution from any person for any purpose during any period.”

**DRAFT**

**SPECIALIZED EXPERIENCE  
CONSTRUCTION OR PRIME CONTRACTOR**

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

Your Firm's Name: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

General Scope of Construction Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Construction cost: \_\_\_\_\_

Extent and type of work you subcontracted out: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dates Construction: Began \_\_\_\_\_ Completed \_\_\_\_\_

A/E name if Design Assist/Build: \_\_\_\_\_

Were you terminated or assessed liquidated damages? \_\_\_\_\_

If either yes, please explain \_\_\_\_\_

Owner's point of contact for reference

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

Company: \_\_\_\_\_

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



CERTIFICATION OF COMPLIANCE

\_\_\_\_\_ certifies it is in compliance with all laws  
(Company Name)

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

1. Chapter 237 HRS (General Excise Tax)
2. Chapter 383 HRS (Hawaii Employment Security Law - Unemployment Insurance)
3. Chapter 386 HRS (Workers' Compensation Law)
4. Chapter 392 HRS (Temporary Disability Insurance)
5. Chapter 393 HRS (Prepaid Health Care Act)
6. Offeror / Bidder is incorporated or organized under the laws of the State or is registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, \_\_\_\_\_ acknowledges that  
(Company Name)  
making a false certification shall cause its suspension from further offerings or awards.

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

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

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

**BID FORM**

FOR

FURNISHING LABOR, MATERIALS, EQUIPMENT AND OTHER TOOLS

REQUIRED FOR

**KAUAI VETERANS MEMORIAL HOSPITAL**

RAISED CONCRETE PLATFORM FOR INSTALL WALK-IN FREEZER  
RFP NO. 24-03

FOR THE  
HAWAII HEALTH SYSTEMS CORPORATION  
STATE OF HAWAII

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

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
**(Bid Breakdown shall be submitted in bid)**

Submitted By:

\_\_\_\_\_

Signature / Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_ (Name of Business) is a:  Sole Proprietor

Partnership  Corporation  Joint Venture Other (Specify) \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal TAX ID #: \_\_\_\_\_

Hawaii GET Lic ID #: \_\_\_\_\_

State of Incorporation is: (Specify) \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_

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. 4 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

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