

**REQUEST FOR PROPOSALS
(SEALED PROPOSALS)**

**Garden Installation Project
Phase 1**

RFP No:
HHSC 19-013

for

Hawaii Health Systems Corporation
West Hawaii Region
Kohala Hospital

Kohala Hospital
54-383 Hospital Rd, Kapaau, Hawaii 96755
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Fax: (808) 889-6978
<http://www.kch.hhsc.org/Procurement/default.aspx>
An Agency of the State of Hawaii

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AND hhsc SPECIAL cONDITIONS

SECTION 1 ADMINISTRATION

1.0 INTRODUCTION

Kohala Hospital has received a generous financial gift from the Kohala Hospital Foundation to fund the design and construction of an outdoor healing garden that patients and visitors can find a place of refuge in during their stressful times. Outdoor gardens offer people a distraction from pain and discomfort, a reduction in stress and anxiety as well as psychological comfort.

The garden has been designed and engineered for the maximum benefit in the small area available to the hospital. A curved, meandering path will gently lead patients and visitors through beautiful and colorful plants that will thrive in the Kohala climate.

This Request for Proposal (hereinafter "RFP") is issued by the Hawaii Health Systems Corporation West Hawaii Region Kohala Hospital (hereinafter "HHSC"), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. This solicitation is governed by the applicable provisions of Hawaii Revised Statutes ("HRS") and implementing policies. All procedures and processes will be in accordance with applicable HRS Chapters including, but not limited to, 323F. To the extent this solicitation contains any terms or provisions inconsistent with applicable HRS Chapters and implementing policies, the statutes and the policies 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 proposal** to HHSC, i.e. the proposal offering the greatest overall combination of service, experience and customer satisfaction. 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.

1.1 RFP 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.

No.	Activity	Planned Date
1.	RFP Public Announcement	Thursday, January 10, 2019
1A	MANDATORY Pre-Proposal Conference at Kohala Hospital Tour of Hospital Facilities. Reservation form (Appendix E) and signed Confidentiality Agreement (Appendix F) must be received no later than Monday, November 19, 2018 See Appendix D for Agenda.	Thursday, January 17, 2019 9:30am-11:30am HST
2.	Closing Date for Receipt of Questions	Tuesday, January 22, 2019 3pm HST
3.	Addendum for HHSC Response to OFFEROR's Questions	Friday, January 25, 2019
4.	Closing Date for Receipt of Proposals	Wednesday, February 13, 2019 9am, HST
5.	Mandatory Requirements Evaluation	Thursday, February 14, 2019
6.	Proposal Evaluations	Thursday, February 19, 2019
7.	Proposal Discussions (optional)	
8.	Best and Final Offers (optional)	
9.	Contractor Selection/Award Notification (on/about)	Thursday, February 21, 2019
10.	Contract Execution Period	February 22 th – 28 th , 2019
11.	Contract Tentative Award Date	March 1, 2019

Figure 1. Procurement Schedule

1.2 AUTHORITY

This RFP is issued under the provisions of the applicable Hawaii Revised Statutes (HRS). 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.

1.2.1 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.

1.3 REGIONAL CHIEF EXECUTIVE OFFICER (RCEO)

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

The RCEO for this RFP is:

Jay E. Kreuzer, Regional Chief Executive Officer
West Hawaii Region
Hawaii Health Systems Corporation
79-1019 Haukapila Street
Kealahou, HI 96750

Figure 2. RCEO – Regional Chief Executive Officer

1.4 DESIGNATED OFFICIALS

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

1.4.1 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:

Yvonne Taylor, Sr. Contracts Manager
West Hawaii Region
Email ytaylor@hhsc.org
Direct (808) 322-4442
Fax (808) 322-4488

In Yvonne's absence:

Michelle Gray, Contracts
West Hawaii Region
Email mgray@hhsc.org
Direct (808) 322-5830
Fax (808) 322-4488

Figure 3. Issuing Officer

1.5 HHSC ORGANIZATIONAL INFORMATION

1.5.1 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.

1.5.2 STRUCTURE AND SERVICES

HHSC oversees the operation of ten public health facilities throughout the Hawaiian Island chain, including Oahu, Kauai and Hawaii. In addition to the ten HHSC facilities, Kahuku Medical Center, Hawaii Health Systems Foundation, and Ali'i Community Care are wholly owned subsidiaries.

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.

HHSC West Hawaii Region has two hospitals: Kohala Hospital and Kona Community Hospital.

Kohala Hospital is a 28-bed Critical Access Hospital (CAH) with 24 hour emergency services. We have proudly been serving the North Kohala community since 1917.

Our mission is to provide a "healing" environment to the community of North Kohala through the provision of quality health care services with emphasis on quality of life to all our patients and residents.

Our vision includes caring, commitment, innovation, and community. With those values in mind, we have continued to update and remodel our facility to meet the needs of our residents,

patients, and staff. As we look forward to the future, we're embracing new ways of leveraging technology to better serve our community.

1.5.3 MISSION

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

1.6 FACILITY INFORMATION

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

1.7 SUBMISSION OF QUESTIONS

Relevant 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 Figure 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 DAGS 1999 Interim General Conditions and Special Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests for additional language or to change the DAGS 1999 Interim General Conditions and Special Conditions will be considered after the proposals have been submitted or during the contracting process.

OFFEROR must submit with proposal its terms and conditions that have been accepted by HHSC.

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 Figure 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 relevant questions to:

Yvonne Taylor, Sr. Contracts Manager
West Hawaii Region
Email ytaylor@hhsc.org
Direct (808) 322-4442
Fax (808) 322-4488

In Yvonne's absence:

Michelle Gray, Contracts
West Hawaii Region
Email mgray@hhsc.org
Direct (808) 322-5830
Fax (808) 322-4488

Figure 4. Contact for Relevant Questions

1.8 SOLICITATION REVIEW

OFFEROR should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, including requests to revise the General or Special Conditions, must be made in writing and should be received by the Issuing Officer, Yvonne Taylor, no later than the "Closing Date for Receipt of Questions" as identified in Figure 1. This will allow issuance of any necessary amendments to the RFP.

1.9 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 KCH Procurement website.

1.10 CANCELLATION OF RFP

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

1.11 GRIEVANCE

It is the policy of the West Hawaii Region to work cooperatively with all vendors to the end of fair and fiscally sound procurement decisions. In the event a vendor or prospective vendor feels that a procurement decision has been made or is about to be made that is not in accordance with applicable law or policies, the vendor is encouraged to proceed as follows:

Request a debriefing in writing by the Issuing Officer.

If the debriefing does not satisfy the vendor, a meeting may be requested with the Issuing Officer who may invite others to participate as needed.

If the Issuing Officer does not resolve the issue, the vendor may request a meeting with the RCEO. The RCEO is the last recourse for disputes relating to procurement decisions and all decisions made by the RCEO shall be final.

A grievance 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; provided further that the grievance shall not be considered unless it is submitted in writing prior to and not later than the "Closing Date for Receipt of Questions" identified in Figure 1.

Such grievances of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website:

<http://www.kch.hhsc.org/Procurement/>

Figure 5. Website for all Procurement Activities

SECTION 2 SCOPE OF SERVICES

2.0 OVERVIEW

The objective of this Procurement is to award a qualified general contractor a contract for the installation of both the hardscape and softscape features of the hospital's new garden. Drawings are attached. Kohala Hospital will evaluate the proposals received in accordance with the terms of this RFP.

2.1 PROJECT DETAILS

General:

1. All work must be performed in strict accordance with architect/engineer's drawings as provided in this RFP unless change is approved in writing by architect/engineer.
2. All work must meet accepted standards as set forth in industry documents and this scope of services.
3. The Contractor shall furnish all plants, flowers, labor, equipment, supplies, and services required to install and maintain the landscape in an attractive condition throughout the contract period.
4. The CONTRACTOR is only to use its own forces and/or approved sub-contractors to perform the work. The CONTRACTOR may not sub out further work without the prior written consent of Kohala Hospital, such consent to be granted at the discretion of Kohala Hospital.
5. The CONTRACTOR shall be responsible for researching the existing conditions and matters that affect the cost or performance of the work. The CONTRACTOR is responsible to point out to Kohala Hospital any potential problems before starting the work.
6. The CONTRACTOR shall provide all flagging personnel, if required by Kohala Hospital, necessary for off-loading handling and distribution of the CONTRACTOR's materials.
7. The CONTRACTOR shall provide all necessary temporary facilities (i.e. porta-potty, office trailer, etc.) necessary to carry out this work.
8. The CONTRACTOR shall comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations and safety programs.
9. Must contact utility companies to locate underground utilities before any work may commence.
10. Employees on the project site must use proper personal protective equipment (PPE) for the work which may include, at a minimum, boots, gloves and safety glasses/face shields.

Pre-Proposal Meeting:

1. Before submitting a proposal, each Offeror shall have the opportunity to thoroughly examine the property and fully understand the conditions that may affect the work proposed. Failure to inspect the Site in no way relieves the successful contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.
2. Property tour has been established for January 17, 2019 (See Appendix D). All Offerors are invited to tour the property at that time. Each Offeror will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours.

Materials:

1. Unless otherwise specified, all building materials provided shall be new. CONTRACTOR shall have total control of the Work and shall be solely responsible for the construction means, methods, techniques, sequences, and procedures.
2. Ensure that all planting materials delivered to the site are healthy, well-watered and prime specimens, all to the satisfaction of the Landscape Architect. Any plantings found to be distressed shall not be planted and replaced immediately. Any plant substitutions must be approved by Landscape Architect in writing.

Project Site:

1. Project site shall be kept neat and tidy. At the end of each work day, rubbish shall be removed and tools and equipment shall be put away. Any dirt or debris that escapes the project site shall be removed immediately to ensure patients', visitors' and employees' safety.
2. CONTRACTOR will be responsible for, and shall restore at its expense, all damage to the property of Kohala Hospital caused by CONTRACTOR in the performance of the work.

Warranties:

1. CONTRACTOR warrants the work against defects in workmanship and materials for a period of one (1) year for all Softscape installations and two (2) years for all Hardscape installations.
2. The warranty takes effect from the date Kohala Hospital accepts the project as complete and satisfactory.
3. The warranty does not apply if the CLIENT is in default of this Agreement or to the effects of normal corrosion, erosion or wear and tear or against damage or deficiencies caused by the faulty operations or maintenance of Kohala Hospital, including the failure to properly maintain water or protect planting material..

Terms and Conditions:

1. The successful Offeror's Agreement will be subject to the State of Hawaii 1999 Interim General Conditions (see Appendix K).

2. ALL labor on individual projects over \$2,000 MUST be paid prevailing wage on the most recent Wage and Rate Schedule. The State of Hawaii Wage and Rate Schedule is located at: <http://labor.hawaii.gov/rs/home/wages/72-2/>.
3. The successful CONTRACTOR will be responsible for obtaining a performance bond and payment bond and must supply KH and the Contracts Manager with a copy of each.
4. The successful CONTRACTOR shall be licensed to perform all scopes of the work on this project in the County of Hawaii.
5. CONTRACTOR shall comply with all laws, rules, regulations and building and fire codes which relate to the work and shall obtain any permits or licenses necessary. CONTRACTOR shall bear the cost of the permit(s).

SPECIAL INSTRUCTIONS:

1. An after-award, pre-project meeting will be held within 10 business days of award and must be attended by all project participants. Date and time to be determined.
2. No portion of work requiring a shop drawing or sample submission will commence until the Hospital Technical Representative issues approval in writing.
3. At a minimum, a bi-monthly status meeting will be held with the Hospital Technical Representative and the CONTRACTOR. Notes from the meeting will be submitted to the Hospital Technical Representative by the CONTRACTOR.
4. A pre-final inspection must be conducted with CONTRACTOR in which a punch list of noted discrepancies will be written and agreed upon. Final inspection and payment will be performed upon completion of all punch list items.
5. CONTRACTOR must have an email account an cell phone use throughout the project. Emails and phone calls must be answered within 24 hours.

*Additional specifics regarding the Scope of Services may be discussed at the Pre-Bid meeting and documented in writing via Addendum to the RFP. **The Pre-Bid meeting is not mandatory for all OFFERORS.***

SECTION 3 PROPOSALS

3.0 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 PROPOSAL PREPARATION

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

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.

The development of overly elaborate proposals and presentation material, not required and/or related to RFP requirements, is highly discouraged. Loose bound 3 ring binders or binder clips are preferred.

OFFEROR should be prepared to discuss the proposal in person with Kohala Hospital Staff.

3.1.1 MANDATORY PROPOSAL TABS

The following tabs must be used in the OFFEROR's proposal:

Mandatory Tabs
PROPOSAL TRANSMITTAL COVER LETTER
TECHNICAL
SUMMARY
MANDATORY QUESTIONS – TECHNICAL PROPOSAL
MANDATORY QUESTIONS – PROJECT MANAGEMENT PROPOSAL
PERSONNEL
REQUIRED DOCUMENTATION
PRICE
SUMMARY
PRICE PROPOSAL
PROPOSAL SUBMISSION CHECKLIST
ADDITIONAL INFORMATION (only if needed)

Figure 6. Mandatory Proposal Tabs

Relevant material should be placed in the appropriate tabbed area. Greyed in areas in the Mandatory Proposal Tabs (Figure 6) indicate category titles and the corresponding sections are listed directly below the category title. Inapplicable material or material placed in the incorrect tabbed area may not be evaluated.

3.2 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.

3.3 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.

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.

3.4 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (which includes a technical section). Alternate proposals will not be accepted. The Issuing Officer must receive one (1) original, two (2) copies (optional - one copy in electronic format) of the proposal no later than the "Closing Date for Receipt of Proposals", identified in Figure 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY". All items submitted must be clearly labeled, marked or titled with the following information at a minimum:

RFP # HHSC 19-007 Your_Company_Name Response Package
--

Figure 7. Mandatory Proposal Item Identification

Mail or deliver proposals to the following address:

Yvonne Taylor, Sr. Contracts Manager
West Hawaii Region
Hawaii Health Systems Corporation
79-1019 Haukapila Street
Kealahou, HI 96750
Email ytaylor@hhsc.org
Direct (808) 322-4442

In Yvonne's absence:

Michelle Gray, Contracts
West Hawaii Region
Email mgray@hhsc.org
Direct (808) 322-5830
Fax (808) 322-4488

Figure 8. Address for Proposal Submittals

Proposals transmitted via email will not be accepted.

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

Proposal Submitted in Response to
RFP # HHSC 19-013

Figure 9. Mandatory Proposal Package Marking

3.5 PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit their proposal with a *transmittal cover letter* (sample is supplied for your use if you choose). The transmittal cover letter must be on the OFFEROR'S official business letterhead; signed by an individual authorized to legally bind the OFFEROR and minimally include information, as written/requested, on the "sample" letter in APPENDIX A.

3.6 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, subject to the nondisclosure provisions of HRS Chapter 92F.

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, 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 OFFEROR become the property of HHSC and may be returned only at HHSC's option.

3.7 TECHNICAL SECTION

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

The technical proposal shall include the following categories:

3.7.1 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. A strong proposal is one that has best demonstrated the OFFERORs expertise and capabilities to perform the requirements of the project. It is up to the OFFEROR to supply any and all information that will help the evaluation committee to make an informed decision.

3.7.2 MANDATORY QUESTIONS - TECHNICAL PROPOSAL (must answer all)

OFFEROR must complete all questions in the Mandatory Questions – Technical Capabilities spreadsheet (Appendix H)

3.7.3 *This section is Deleted*

3.7.4 MANDATORY QUESTIONS – PROJECT MANAGEMENT (must answer all)

OFFEROR must complete all questions in the Mandatory Questions – Project Management Capabilities spreadsheet (Appendix G)

3.7.5 PERSONNEL

OFFEROR must complete Subcontractors Table. (Appendix I)

3.7.6 REQUIRED DOCUMENTATION

In addition to the requirements outlined in this RFP, OFFEROR must submit the following documentation with response:

1. W-9
2. General Excise License (copy)
3. General Contractor's License (copy)
4. Vendor's terms and conditions (if applicable)

3.8 PROPOSAL SUBMISSION CHECKLIST

The proposal submission checklist is provided by HHSC and is designed to be used as a tool to ensure that all required documents and information are being submitted with OFFEROR's proposal. HHSC recommends the OFFEROR go through the checklist before submitting the response. The proposal submission checklist is in APPENDIX B.

3.8 PRICE

Price shall be a fixed fee for all work described in architect/engineer's drawing package (Appendix J).

Price shall be submitted in a Schedule of Values format and include performance and payment bond costs and GE Tax.

SECTION 4 EVALUATIONS

4.0 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.

4.1 PROPOSAL EVALUATION COMMITTEE

An evaluation committee of a minimum of three (3) evaluators 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.

4.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

Phase	Phase Description
Phase 1	Evaluation of Mandatory Requirements
Phase 2	Technical Section Evaluation
Phase 3	Determination of Short List of Offerors (optional)
Phase 4	Proposal Discussions by Short-List (optional)
Phase 5	Best and Final Offers by Short List (optional)
Phase 6	Recommendation for Contract Award

Figure 10. Proposal Evaluation Phases

4.2.1 PHASE 1 EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below, shall be based upon a "Pass/No Pass" basis. The purpose of this phase is to determine whether an OFFEROR's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the OFFEROR have the capability to perform fully the Scope of Services requirements"; and, "Were proposal documents 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.

4.2.2 PHASE 2 TECHNICAL SECTION EVALUATION

Evaluation of OFFEROR'S technical section shall be conducted using the technical section identified in Paragraph 4.3 and the evaluation scoring system identified in Paragraph 4.4.

4.2.3 PHASE 3 DETERMINATION OF SHORT-LISTED OFFERORS (OPTIONAL)

At its discretion, following Phase 1 and 2, HHSC may develop a Short List of OFFERORS based on the evaluation of OFFERORS' Technical and Value sections

4.2.4 PHASE 4 PROPOSAL DISCUSSIONS WITH SHORT-LISTED OFFERORS (OPTIONAL)

The OFFERORS on the Short List of OFFERORS will be asked to conduct discussions in person with HHSC which will give the OFFEROR the opportunity to discuss items more in depth as well as answer HHSC questions. HHSC shall inform Short-Listed OFFERORS of specific discussion topics and issues; and schedule the discussion.

4.2.5 PHASE 5 BEST AND FINAL OFFERS (OPTIONAL)

4.2.6 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 RCEO.

4.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

The following Evaluation Categories and Value Weight Percentages shall be used:

Value Weight Percentages	Points	Evaluation Category
Pass/No Pass	N/A	MANDATORY REQUIREMENTS. Category includes:
		REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS PROVIDED
		REQUIRED QUANTITY OF ORIGINAL AND COPIES
30%	30	TECHNICAL APPROACH. Category includes:
		TECHNICAL PROPOSAL MANDATORY QUESTIONS
30%	30	PROJECT MANAGEMENT CAPABILITY. Category includes:
		PROJECT MANAGEMENT PROPOSAL MANDATORY QUESTIONS
30%	30	PRICE. Category includes:
		SUMMARY AND DETAILS
10%	10	COMPLIANCE WITH REQUIREMENTS. Category includes:
		PROPOSAL WAS RECEIVED ON-TIME
		PROPOSAL WAS COMPLETED IN ACCORDANCE WITH RFP REQUIREMENTS

Figure 11. Evaluation Categories and Value Weight Percentages

4.4 EVALUATION SCORING SYSTEM

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

Each Evaluation Committee Member shall review OFFEROR proposals that pass Phase 1 Evaluation of Mandatory Requirements. The Evaluation Committee Members shall determine the score for each Evaluation Category for each OFFEROR in accordance with Figure 11. The OFFEROR'S total score will be the sum of all scores by all evaluators.

SECTION 5 AWARD OF CONTRACT

5.0 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.

5.1 CONTRACT AWARD NOTIFICATION

The notice of award, if any, resulting from this solicitation shall be posted on the Kona Community Hospital website: <http://www.kch.hhsc.org/Procurement/>. 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.

5.2 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 letter from HHSC and/or posting of the award of the contract.

5.2.1 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. **DO NOT complete or execute the “sample” CONTRACT.**

5.2.2 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.

5.3 CONTRACT EXECUTION

Upon receipt of the CONTRACT document, the CONTRACTOR shall have five (5) business days to execute and return the CONTRACT to the Issuing Officer. A copy of the fully executed CONTRACT will be provided the CONTRACTOR within five (5) business days of CONTRACT execution.

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

5.4 CONTRACT COMMENCEMENT DATE

No work is to be undertaken by the CONTRACTOR prior to the commencement date specified in the **Fully Executed** Contract. 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 stated in the **Fully Executed** Contract.

APPENDIX A

SAMPLE PROPOSAL TRANSMITTAL COVER LETTER

Dear Mr. Kreuzer:

(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 "**Kohala Hospital – Garden Project, RFP # HHSC 19-013**", construction services.

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) guarantees and certifies that all items included in this proposal meet or exceed any and all such Scope of Services.

(Name of Business) agrees, 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. 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: _____

(Authorized Bidder's Signature, Printed Name/Title)

APPENDIX B

PROPOSAL SUBMISSION CHECKLIST

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

OFFEROR Submitted	HHSC Use	Proposal Items
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Received "On-Time"
<input type="checkbox"/>	<input type="checkbox"/>	One (1) Original & Three (3)Copies of Proposals
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Transmittal Cover Letter:
<input type="checkbox"/>	<input type="checkbox"/>	Official Business Letterhead
<input type="checkbox"/>	<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Summary
<input type="checkbox"/>	<input type="checkbox"/>	Mandatory Questions - Technical & Project Management
<input type="checkbox"/>	<input type="checkbox"/>	Price
<input type="checkbox"/>	<input type="checkbox"/>	Required Documentation/Compliance Documents
<input type="checkbox"/>	<input type="checkbox"/>	W-9
<input type="checkbox"/>	<input type="checkbox"/>	General Excise License (copy)
<input type="checkbox"/>	<input type="checkbox"/>	General Contractor's License (copy)
<input type="checkbox"/>	<input type="checkbox"/>	Vendor's terms and conditions (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Proposal Submission Checklist
<input type="checkbox"/>	<input type="checkbox"/>	Additional items (if any):

APPENDIX C

SAMPLE

**HAWAII HEALTH SYSTEMS CORPORATION
AGREEMENT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS****AGREEMENT #: xx-xxxx**
(project name)

THIS AGREEMENT, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of **xxx**, between **Kohala Hospital**, a division of **Hawaii Health Systems Corporation** (hereinafter "HHSC"), by its Regional Chief Executive Officer, (hereinafter "CEO"), whose address is 79-1019 Haukapila Street, Kealahou, HI 96750, and [**CONTRACTOR NAME**] (hereinafter "CONTRACTOR"), a **sole proprietor**, under the laws of the State of **Hawaii**, whose business address is [**CONTRACTOR ADDRESS**] and FEIN No [**CONTRACTOR FEIN**].

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 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.

D. The HHSC desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

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

1. **SCOPE OF SERVICES.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by the HHSC, provide all the goods set forth in **Attachment 1 Scope of Services.**
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 the **Attachment 2 Time of Performance**, which is made a part of this Agreement.
3. **COMPENSATION.** The CONTRACTOR shall be compensated for services performed under this Agreement pursuant to the provisions as set forth in **Attachment 3 Compensation**, which is hereby made a part of this Agreement..
4. **BONDS.** The CONTRACTOR (is) or (is not) required to provide a performance bond.
5. **STANDARDS OF CONDUCT DECLARATION.** The Standards of Conduct Declaration of the CONTRACTOR is attached and is made a part of this Agreement.
6. **OTHER TERMS AND CONDITIONS.** The 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 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 are applicable.

8. **TECHNICAL REPRESENTATIVE.** The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing performance; and, approving completed work/services with verification of same on invoices. The Technical Representative also serves as the point of contact for the CONTRACTOR for “Technical” matters (non-contractual) from award to contract completion. The Technical Representative is:

Mr. Gino Amar, Administrator
West Hawaii Region
54-383 Hospital Road
Kapaau, HI 96755
Telephone 808-889-7905
Email: ginoa@hhsc.org

9. **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 CEO shall be sent to: **Kohala Hospital, 54-383 Hospital Road, Kapaau, HI 96755.** 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: _____

PRINTED NAME: Jay E. Kreuzer

TITLE: Regional CEO, West Hawaii Region

DATE: _____

CONTRACTOR * [___ CONTRACTOR NAME___]

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SAMPLE

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 NAME**], CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR IS or 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

SIGNATURE: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 1

PROJECT PARAMETERS and SCOPE OF SERVICES

Final Scope of Services will be included in the contract.

SAMPLE

ATTACHMENT 2

TIME OF PERFORMANCE

1. The CONTRACTOR shall provide the services required under this Agreement for a period from **XX** to and including **XX**, unless sooner terminated or extended as provided.

-OPTIONAL-

2. **OPTION TO EXTEND:** The TIME OF PERFORMANCE of this Agreement may be extended for XX () additional XX () month 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.

ATTACHMENT 3

COMPENSATION AND PAYMENT SCHEDULE

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 **XXX AND NO/100 DOLLARS (\$XXX.00)** including all applicable taxes and expenses incurred, and in accordance with the following:

A. Total Contract Award. This Total Sum shall include any and all taxes, shipping and handling and other miscellaneous costs to complete the work required in the Scope of Services.

B. Invoicing Schedule. Contractor shall invoice Hospital in accordance with the following:

1. Individual project quotes must be approved in writing by Hospital Technical Representative prior to Contractor invoicing Kohala Hospital.
2. The contractor is paid for each individual project according to the milestone table below.

SAMPLE

Milestone	Milestone Pymt Amount	Description	Milestone Acceptance Criteria	Schedule	Subject to Liquidated Damages (Clause 9 of General Conditions)
1	25%	Materials Procurement	Signed Contract and Properly completed and submitted invoice	Upon Contract Award	No
2	25%	50% Project Completion	Written approval from Hospital Technical Representative Properly completed and submitted invoice.	TBD	No
3	40%	Substantial Completion	Written approval from Hospital Technical Representative Properly completed and submitted invoice.	TBD	No
4	10%	Punch list completion and project acceptance	Acceptance by Hospital Technical Representative Properly completed and submitted invoice.	Upon project completion and KCH acceptance	Yes (\$250.00 per calendar day over the agreed upon completion date.)

3. Travel costs are not allowable.
4. If the not-to-exceed value is insufficient to complete all phases of the Project, Hospital may, at their sole discretion, issue a separate agreement in accordance with their procurement policies for the remainder of the work or complete the work with Hospital personnel.
5. HHSC will work with the CONTRACTOR to determine a reasonable construction schedule and milestone schedule.

C. Payment Guidelines

6. Company shall provide W-9 and Certificate of Insurance upon Contract Award.
- 7. The Contract Number (xx-xxxx) and Payment Milestone Number must appear on every Invoice.**
8. The “Invoice To” must be “Kohala Hospital”.
9. The “Remit To” name on your invoice must match your company name as you are registered with the State of Hawaii and the name stated in Contract.
10. If the “Remit To” address on the invoice is different from the address stated on the face of the Contract, we must state the “Remit To” address in Contract.
11. Invoice shall be transmitted to:

Mr. Gino Amar, Administrator
Kohala Hospital
54-383 Hospital Road
Kapaau, HI 96755
Telephone 808-889-6211
Email: gamar@hhsc.org

****** If your invoice does not contain your contract number, it may be rejected and payment delayed. ******

ATTACHMENT 4

1999 DAGS INTERIM GENERAL CONDITIONS AND HHSC SPECIAL CONDITIONS

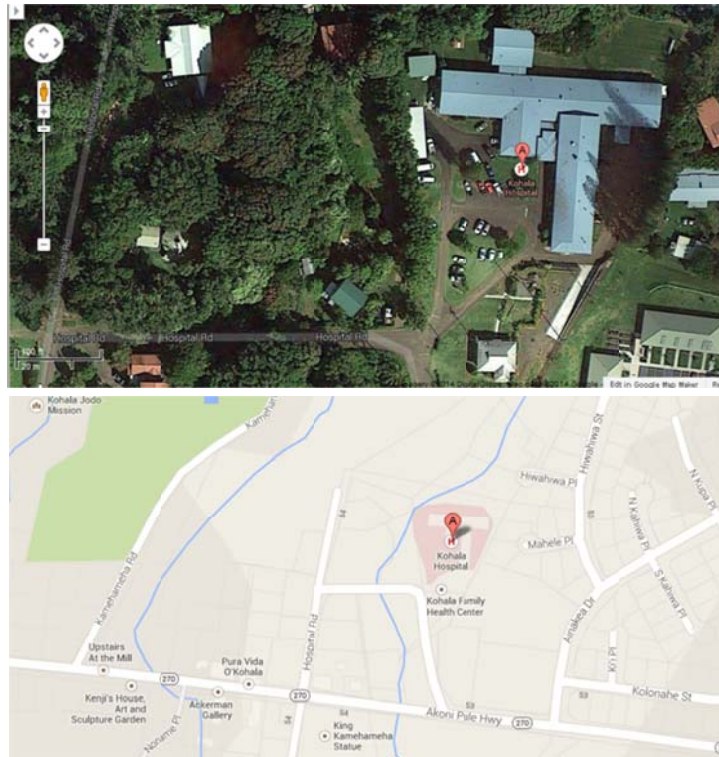
See following pages.

SAMPLE

APPENDIX D

AGENDA FOR PRE-PROPOSAL CONFERENCE WITH TOUR OF HOSPITAL FACILITIES

General Information			
Date	Thursday, January 17, 2019, 10:00am – 12:00pm noon		
Location	Kohala Hospital Meet at main entrance 54-383 Hospital Road Kapaau, HI 96755 See map below		
Points of Contact	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Hospital Technical Representative Gino Amar Regional Facilities Director West Hawaii Email: gamar@hhsc.org Office 808 889-7905 </td> <td style="width: 50%; vertical-align: top;"> Contracts Management Yvonne Taylor, Sr. Contracts Manager West Hawaii Region Email ytaylor@hhsc.org Direct (808) 322-4442 Fax (808) 322-4488 </td> </tr> </table>	Hospital Technical Representative Gino Amar Regional Facilities Director West Hawaii Email: gamar@hhsc.org Office 808 889-7905	Contracts Management Yvonne Taylor, Sr. Contracts Manager West Hawaii Region Email ytaylor@hhsc.org Direct (808) 322-4442 Fax (808) 322-4488
Hospital Technical Representative Gino Amar Regional Facilities Director West Hawaii Email: gamar@hhsc.org Office 808 889-7905	Contracts Management Yvonne Taylor, Sr. Contracts Manager West Hawaii Region Email ytaylor@hhsc.org Direct (808) 322-4442 Fax (808) 322-4488		
Agenda			
8:45 am – 10:00 am	Check In at Administration office for Visitor Badges. Vendors must have a signed confidentiality agreement, either already submitted or brought to the meeting.		
10:00 am – 11:00 am	RFP and project overview		
11:00 am – 11:30 am	Grounds Tour		
11:30 am – 12:00 pm	If needed, Questions and Answers (In Conference Room) MAY RUN LONGER THAN 15 MINUTES.		



APPENDIX E

RFP CONFERENCE RESERVATION FORM

Submit completed forms to Issuing Officer by the date shown in Figure 1 of the solicitation.

Conference Information	
RFP No:	HHSC 09-013
RFP Title:	Kohala Hospital Garden Project

OFFEROR Information		
Business Name		
Street Address		
City		
State		Zip code

Priority	Attendee Name, Title	Email Address	Role in Procurement	Will Attend Meeting & Hospital Tour
1				<input type="checkbox"/>
2				<input type="checkbox"/>

To avoid disruption to Hospital operations, it is necessary to limit the number of attendees to two per company. Please limit Hospital Tour participants to those individuals that have a need to view the work areas in order to prepare the OFFEROR's proposal. This will be your only time to view the jobsite unless, due to demand, a subsequent site visit is scheduled for all participating Offerors.

An executed Confidentiality Agreement (Appendix E) from each attendee is necessary to participate in the RFP Conference.

APPENDIX F

MANDATORY HOSPITAL TOUR CONFIDENTIALITY AGREEMENT

I understand that while attending the hospital tour, I may hear patients discussing their health information and I may see someone I know. I understand that I cannot disclose this confidential information to friends, relatives, co-workers or anyone else.

If I violate this agreement, I may be subject to adverse action up to and including termination of my ability to work at Kohala Hospital. In addition, under applicable law, I may be subject to criminal or civil penalties.

I have read and understand the above and agree to be bound by it.

OFFEROR

Signature: _____

Company: _____

Name: _____

Title: _____

Date: _____

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

APPENDIX G

MANDATORY QUESTIONS - PROJECT MANAGEMENT CAPABILITIES

(see following pages)

	Question	Response
1	Name up to three customers that you have completed three (3) similar projects for within the past three (3) year period. Provide contact information for reference checks.	
2	Did you ever fail to complete a project? If so, why?	
3	What would your last customer say about your company?	
4	How do you resolve differences of opinions between your company and your customer?	
5	Who is your proposed project team and what are the individuals' qualifications?	
6	What level and type of involvement can KCH expect from your company and your key personnel (site supervisor, project superintendent, etc.)?	
7	Describe your approach to cost control and value-engineering.	
8	Company has been in business for a minimum of five (5) years.	Yes or No
9	Company been under the present company name for a minimum of five (5) years.	Yes or No
10	How many office locations does your company have and what work is performed out of each? If more than 1, from which office will this project be managed?	

11	How do you anticipate your company's project load to be during this project's timeframe?	
12	If you will have multiple projects happening concurrently how will you manage them without compromising your company's ability to perform well on this one?	
13	Does your company provide your employees with training? If so, what?	
14	How will you select which subcontractors to use on this project?	
15	Describe your process for determining the project's punch list.	
16	How do you ensure timely completion of punch list items?	
17	Describe your project close-out process.	
18	If a subcontractor is not available or double booked, how is it addressed?	
19	Non Applicable Requirements. Excluding HHSC General and Special Terms and Conditions, and any objectionable or defective RFP matters, if any proposal requirement is not applicable to the OFFEROR and therefore will not or cannot be provided, list what the requirement(s) are and why the requirement(s) are not applicable.	

20	Non Acceptance of any RFP Requirement. If any RFP requirement, as describe in this RFP, is not acceptable to the OFFEROR, list what the requirement(s) are why the requirement(s) are not acceptable. Should you have an alternate solution submit that.	
21	HHSC Furnished Items. If the OFFEROR's proposal requires any goods, services, equipment, third-party vendor support, or anything of value provided by HHSC, these items must be clearly detailed and stated in the OFFEROR's proposal.	
22	Submit a detailed yet approximate project timeline. A separate sheet behind the mandatory questions may be used if necessary.	
23	What will you require from Kohala Hospital to make sure this is a successful project?	
24	Why should KH award the garden project to your company?	

APPENDIX H
MANDATORY QUESTIONS - TECHNICAL

(see following pages)

	Question	Response
1	Think of the last project on which you exceeded the construction budget. Why was the budget exceeded? How did you communicate it to your customer?	
2	Company is bondable for 100% of the project cost for both performance and payment.	Yes or No
3	Company has not been declared in default on any construction contract within the past five (5) years.	Yes or No
4	Company has not received any fines or violations received in the past 3 years relative to safety and environmental issues	Yes or No
5	Explain your company's approach to cost estimating.	
6	Explain your company's approach to value engineering.	
7	Describe your warranty program.	
8	Of the customers/projects that are listed as your references, was your company ever called back during the warranty period? If so, for what?	
9	What is your company's process for vetting pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?	
10	Explain your change order process along with approximate timeframe to process each change order.	
11	Describe your process for minimizing change orders for both your company and your subcontractors.	

12	Explain your experience with County of Hawaii's permitting and building department and process.	
13	All design elements will not be finalized prior to RFP so allowances will be provided in the final agreement. How are allowance items priced relative to the contracted pricing?	
14	List your payment terms and deposit requirements, if any.	

**APPENDIX I
SUBCONTRACTORS TABLE**

(see following pages)

*Any changes with your subcontractor must be requested in writing to the Hospital Technical Representative prior to starting that phase of work.

TRADE	COMPANY NAME	COMPANY ADDRESS	LICENSE NUMBER	YEARS IN BUSINESS

APPENDIX J
PROJECT DRAWINGS

(see following pages)

Due to technical difficulties, the drawings are in a separate document posted on the KCH website.

APPENDIX K

1999 DAGS INTERIM GENERAL CONDITIONS AND HHSC SPECIAL CONDITIONS

(SEE FOLLOWING PAGES)

Due to technical difficulties, the general conditions are in a separate document posted on the KCH website.