**REQUEST FOR PROPOSALS**

(COMPETITIVE SEALED PROPOSALS)

SSB Basement Renovation

RFP No:

HHSC 20-016

 for

Hawaii Health Systems Corporation
West Hawaii Region
Kona Community Hospital

Yvonne S. Taylor, Contracts

Kona Community Hospital

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Kealakekua, HI 96750

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http://www.kch.hhsc.org/Procurement/default.aspx

An Agency of the State of Hawaii

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| Revision | Date | Author | Description |
| Rev 000 | 30 April 2012 | N. Hida | Used 12-0226 as a template |
| Rev 001 | 16 May 2012 | N Hida | Modified after Pre-Proposal Meeting: |
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SECTION 1 ADMINISTRATION

1. INTRODUCTION

HHSC invites proposals from qualified and experienced licensed general contractors to provide a new HVAC system and minor renovation services in the basement floor of Kona Community Hospital’s (“KCH”) Special Services Building (“SSB”). Renovation services include but are not limited to: replacing entire HVAC system, replacing ceiling grid and tiles, painting of walls, procuring and installing a movable wall room divider and installing carpet in conference rooms.

This Request for Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation West Hawaii Region Kona Community 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 **most qualified contractor** to HHSC, i.e. the proposal offering the greatest overall combination of quality of work and service and pricing. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR”.

As an offeror, you are expected to submit proposals that are accurate, complete, and contain all terms and conditions which you feel are necessary. If, after submitting your proposal, you find changes are necessary, you may change or withdraw your proposal any time up to the time of the proposal opening. However, after the opening, the proposal may not be changed or altered in any way.

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

* 1. ACCELERATED 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 | February 6, 2020  |
| 1A | Pre-Proposal Conference at Kona Community Hospital Tour of Hospital Facilities. Reservation form (Appendix G) and signed Confidentiality Agreement (Appendix H) must be received no later than Monday, March 16, 2020**This meeting is MANDATORY for all Offerors.**See Appendix F for Agenda. |   Tue, March 17, 20208:30am – 10:00am HST |
| 2. | Closing Date for Receipt of Questions | Fri, March 20, 20202:00pm HST |
| 3. | Addendum for HHSC Response to OFFEROR’s Questions | Wed, March 25, 2020 |
| **4.** | **Closing Date for Receipt of Proposals** | **Monday, April 13, 2020****2:00pm HST** |
| 5. | Mandatory Requirements Evaluation | April 14, 2020 |
| 6. | Proposal Evaluations | April 20, 2020 |
| 7. | Proposal Discussions (optional) |  |
| 8. | Best and Final Offers (optional) |  |
| 9. | Contractor Selection/Award Notification (on/about) | April 22, 2020 |
| 10. | Contract Execution Period | April 23-28, 2020 |
| 11. | Contract Tentative Award Date | April 30, 2020 |

Figure Procurement Schedule

* 1. 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. 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. 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:

|  |
| --- |
| Anna Chiotti-White, RCEOWest Hawaii RegionHawaii Health Systems Corporation79-1019 Haukapila StreetKealakekua, HI 96750 |

Figure RCEO – Regional Chief Executive Officer

* 1. 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. ISSUING OFFICER

The Issuing Officer or her designee 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 S. Taylor, Sr. Contracts ManagerWest Hawaii RegionEmail ytaylor@hhsc.orgDirect (808) 322-4442Fax (808) 322-4488*Or in Yvonne’s absence:*Michelle Gray, Contracts AssistantEmail mgray@hhsc.orgDirect (808) 322-5830 |

Figure Issuing Officer

* 1. HHSC ORGANIZATIONAL INFORMATION
		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. STRUCTURE AND SERVICES

HHSC oversees the operation of nine public health facilities throughout the Hawaiian Island chain, including Oahu, Kauai and Hawaii. In addition to the nine HHSC facilities, Kahuku Medical Center, Hawaii Health Systems Foundation, and Alii 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, and is the only acute care provider on the Islands of Maui and Lanai. In fiscal year 2009, HHSC had a total of 3,892 full time employees, operating 1,260 licensed beds, located on five different islands, with approximately 22,378 in-patient admissions.

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

Kona Community Hospital is a 94-bed full-service acute care hospital with 24-hour emergency services, proudly serving the West Hawaii community. For nearly 100 years Kona Community Hospital has been caring for the people of West Hawaii. Adding more and more services, Kona Community Hospital has constantly improved our abilities to serve our residents and visitors whenever they are in need.

The Kona Community Hospital staff includes over 400 highly skilled employees and 100 medical staff practitioners, many who have been with our hospital for over 20 years. Along with our professional and experienced staff, Kona Community Hospital has many volunteers and affiliates that support our hospital. Kona Community Hospital also is one of the largest employers in West Hawaii.

* + 1. 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. FACILITY INFORMATION

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

* 1. 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 NOT request changes and/or propose alternate language to the attached HHSC Special Conditions and DAGS 1999 Interim General Conditions.**

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 may 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 S. Taylor, Sr. Contracts ManagerWest Hawaii RegionEmail ytaylor@hhsc.orgDirect (808) 322-4442Fax (808) 322-4488*Or in Yvonne’s absence:*Michelle Gray, Contracts AssistantEmail mgray@hhsc.org Direct (808) 322-5830 |

Figure Contact for Relevant Questions

* 1. RFP REVIEW

OFFEROR should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning RFP’s 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. 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 and well as electronically mailed to all bidders who have requested a RFP package.

* 1. CANCELLATION OF RFP

The RFP may be canceled at any time for any reason when it is determined to be in the best interests of HHSC.

* 1. 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 RFP 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 Website for all Procurement Activities

SECTION 2 SCOPE OF SERVICES

1. SCOPE OF SERVICES

**PROJECT PARAMETERS and SCOPE OF SERVICES**

KCH has an approximately 25 year old HVAC system in the Special Services Building (“SSB”). KCH has, in the past several years, replaced several air handling units on the 1st floor however most of the basement floor’s system has not been updated. KCH has received Capital Improvement Project (“CIP”) funds from the State of Hawaii to engineer and install a new and more energy efficient HVAC system for most of the basement floor.

For the duration of the project, the basement floor will be unoccupied and the CONTRACTOR will have full use of the space. As a part of infection control requirements, negative air pressure must be maintained wherever work is being actively performed. OFFEROR shall provide an overview of how negative air will be achieved and maintained throughout the project (as a part of the mandatory questions section). Successful OFFEROR shall provide a detailed negative air plan for the project, and approved by KCH, prior to any work commencing. KCH will be responsible for installing any required infection control barriers however the CONTRACTOR will be responsible for maintaining (i.e. replacing filters). KCH will provide CONTRACTOR with filters, air scrubbers, sticky mats, debris carts and other consumable items pertaining to infection control.

The drawing below shows the ingress and egress locations for project related materials and manpower.



A specification manual and engineered drawings are provided for this project in Appendices J and K. OFCI equipment list is located in Appendix M

All work, including mold remediation, if required, must be performed in accordance with all applicable federal, state and local codes and laws.

The Contractor represents that, prior to submitting a response to this Request for Proposal, they have carefully reviewed the enclosed documents and inspected the site of the proposed work. In addition, they are fully informed of the conditions under which the work is to be performed. The Contractor further represents that they have satisfied themselves to the actual conditions of the premises, existing construction, actual elevations site logistics, local code restrictions, and any other conditions affecting the completion of the intended work. It being hereby understood and agreed that no considerations will be allowed subsequently to the Contractor's submission of their response to the Request for Proposal by reason of error, or oversight, on the part of the Contractor or, on account of, interference by other Contractor's activities. The Contractor’s Proposal shall include, as a minimum, the following Scope of Services. **The following scope items are intended to clarify, but not limit, the Request for Proposal:**

1. Contractor shall manage, with his own personnel and qualified subcontractors, all construction work required for the construction, and refurbishment in accordance with the Contract Documents prepared by the Architect and Engineer. It is the intent of this Request for Proposal to contract with a General Contractor who will provide "above" industry standard construction services as referenced in this Request for Proposal.
2. Rubbish removal will be the Contractor's responsibility. Rubbish removal must be completed at the end of every construction day. Worksite shall be, at a minimum, broom cleaned on a daily basis. It is imperative that the Contractor maintain a clean and efficient worksite. Contractor must provide his own dumpsters, both regular rubbish and metal waste and is responsible for the timely pick up when a dumpster is full. Dumpsters shall be located near the maintenance building, exact location to be agreed up by both KCH and Contractor.
3. Contractor shall visit the site to verify that he has familiarized himself with the jobsite regarding staging, site and building access, existing conditions, etc.
4. The Contractor shall maintain a detailed and accurate accounting system that shall be necessary for the proper financial management of the project. Contractor's records and receipts shall allow for ready identification of all charges included in subcontracts, purchase orders, change orders, invoices and Application for Payments. The Owner shall have the right to audit, at any time, all the Contractors records related to this project and the work. Waiver of lien documents shall be provided for all subcontractor/suppliers and tier subcontract/suppliers.
5. Contractor shall keep the Construction Supervisor advised and copied on all communications with the Architect, Architect’s consultants, other consultants or vendors contracted by the Owner for this specific project.
6. Contractor shall communicate with the Construction Supervisor, Architect and Architects’ consultants utilizing telephone, email, file storage/sharing for issue tracking, submittal tracking, cost tracking, requests for information, etc..
7. Contractor shall utilize the preferred route and procedures for the removal of construction debris and shall coordinate all necessary additional clean‐up as part of construction operations, such that the building corridors, elevators, stairwells and common areas are maintained free from accumulations of waste material, rubbish and debris.

8. Contractor shall maintain a detailed and accurate shop drawing and product submittal control system for the project. The system shall be updated on a regular basis and reported to the Construction Supervisor, Architect, Engineer and other applicable consultants for coordination at all appropriate meetings. The schedule responsibility is that of the Contractor and negligence in coordinating the shop drawing process does not relieve Contractor from its contractual obligation for Substantial Completion.

1. The Contractor shall provide the following services as part of their proposed scope of services:

**Pre-Construction Phase**

1. Ensure that each employee who will spend more than ten (10) hours per week on the jobsite inside the SSB has completed all requirements contained in the Contractor Guidelines Handbook (Appendix L) at least two (2) weeks before he/she is permitted to start work on the project. **Employees who have not completed all requirements will not be allowed on the project site.**
2. Verify with Construction Supervisor the proper sequence of work.
3. Work with engineer and/or building department for permitting issues. Permit has been approved and will be picked up by Contractor.
4. Commit sub-contractors.
5. Develop construction schedule and present to HHSC for approval.
6. Obtain required levels and types of insurance. Provide copies to the Contracts Department.
7. Submit infection control plan for KCH’s approval. For questions or assistance, please contact Lisa Downing, Infection Control Officer at ldowning@hhsc.org or 808/322-4478.
8. Preview OFCI equipment to ensure all items are on-site.

**Construction Phase**

1. Construction

a) Provide, coordinate and supervise all construction work for the project. Verify that materials furnished, and work performed meet all plans, specifications and applicable code and regulatory requirements.

b) Regulate and control all subcontractors.

c) Coordinate all subcontractors to ensure that the project schedule is met.

d) Develop and implement a quality control system for all General Contractor activities.

e) Coordinate and review for compliance all shop drawings and items submitted by subcontractors prior to submission to the Architect. Establish and maintain on site a complete file of all shop drawings and items submitted.

f) Coordinate with Construction Supervisor as necessary to provide coordination with trades, job schedules, storage, deliveries, etc. and ensure Owner’s project completion dates are on schedule.

g) Conduct weekly Owner Architect Contractor (“OAC”) meetings with the team members, prepare and distribute meeting minutes following each meeting.

h) KCH standard working hours are Monday through Friday 7:00am through 3:30pm.

2. Accounting and Cost Control Systems

1. Prepare schedules of estimated values of all work awarded.

b) Review all progress payments and make recommendations for approval to Construction Supervisor.

c) Review all changes proposed by Owner and/or the Architect and make recommendations regarding their practicality, cost and impact on the schedule.

d) Receive and review all change order requests from subcontractors and prepare independent take-offs to evaluate each subcontractor requests.

e) Construction Supervisor must review and approve each change order in writing.

f) Hawaii law requires all State and County construction projects greater than $2,000.00 to pay prevailing wages to laborers and mechanics on the project jobsite and file certified payrolls with the contracting agency (KCH). The CONTRACTOR is responsible for complying with all requirements and rules regarding the State of Hawaii Wage Rate Schedule (http://labor.hawaii.gov/rs/home/wages/72-2/). Not complying with the prevailing wage requirements will result in KCH immediately shutting down the jobsite until the CONTRACTOR is in full compliance.

g) Weekly certified payroll reports certifying the hourly rate of wage of each worker for both CONTRACTOR and SUB-CONTRACTORS must be submitted to KCH in a timely and consistent manner. Submit reports to Michelle Gray, mgray@hhsc.org in the Contracts department.

**Post Construction**

1. Coordinate the punch list walk through, Prepare punch list(s) and ensure that all items are completed on a timely basis.

2. Assemble all booklets containing all guarantees and warranties, as required, and deliver all such documents to Owner with certificates that they are complete. Provide digital copies of all documents as required.

4. Coordinate and expedite the preparation of subcontractor care and

maintenance manuals and deliver all such manuals to Owner with a certificate of completion.

5. Receive and verify all releases of claims required prior to issuance of final certificates of completion and payment to subcontractors.

6. Coordinate the preparation of as-built drawings of the entire project including architectural and engineering drawings and provide to HHSC.

Items listed in above in this section are not all-inclusive and it is expected that the CONTRACTOR know and perform all appropriate activities at the appropriate times during the renovation process.

Any questions or clarifications the CONTRACTOR may have shall be brought to the Construction Supervisor’s attention in a timely manner so as to not delay the progress of the project.

*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 mandatory for all OFFERORS.***

SECTION 3 PROPOSALS

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.

* 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.Examples of Non-Compliance are, but not limited to, no-bidding any section of RFP, quoting non-approved alternates or not submitting Sub Contractor information.

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. Please let Contracts Manager know if you would like to have your binders returned after the RFP’s closing.

* + 1. MANDATORY PROPOSAL TABS

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

|  |
| --- |
| Mandatory Tabs |
| 1. PROPOSAL TRANSMITTAL COVER LETTER
 |
| 1. TECHNICAL SECTION
 |
| SUMMARY |
| MANDATORY QUESTIONS  |
| 1. PRICE
 |
| OFFER SUMMARY w/ OFFER DETAILS |
| REQUIREMENTS (see section 3.9) |
| 1. REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS
 |
| W-9 |
| VENDOR TERMS AND CONDITIONS (if any) |
| CONFIDENTIALITY AGREEMENT (Exhibit H) |
| GENERAL EXCISE LICENSE (copy) |
| GENERAL CONTRACTOR LICENSE (copy) |
| LETTER FROM SURETY COMMITTING TO PROVIDE PAYMENT AND PERFORMANCE BOND  |
| 1. PROPOSAL SUBMISSION CHECKLIST
 |

Figure 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 separate sections. Inapplicable material or material placed in the incorrect tabbed area may not be evaluated.

* 1. 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.

* 1. 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.

* 1. SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (response). Alternate proposals will not be accepted. The Issuing Officer must receive one (1) original, three (3) copies OR one (1) copy in electronic format (*electronic is* *preferred*) 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 20-016 SSB Basement RenovationYour\_Company\_Name |

Figure Mandatory Proposal Item Identification

Mail or deliver proposals to the following address:

|  |
| --- |
| Yvonne S. Taylor, Sr. Contracts ManagerWest Hawaii RegionHawaii Health Systems Corporation79-1019 Haukapila StreetKealakekua, HI 96750 |

Figure Address for Proposal Submittals

Proposals transmitted via email shall have the following information in the subject line:

RFP #HHSC 20-016 SSB Basement Renovation

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

|  |
| --- |
| Proposal Submitted in Response toRFP # HHSC 20-016 SSB Basement Renovation |

Figure Mandatory Proposal Package Marking

* 1. PROPOSAL TRANSMITTAL COVER LETTER

OFFEROR is required to submit 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 and minimally include information, as written/requested, on the “sample” letter in APPENDIX A.

* 1. 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.

* 1. TECHNICAL SECTION

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

The Technical Section is comprised of all contractor, sub-contractor and project details (Exhibit E will be completed by OFFEROR) with the exception of pricing and should include the following categories:

* + 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. Summary should not exceed 1 page in length.

* + 1. *THIS SECTION IS DELETED.*
		2. MANDATORY QUESTIONS

See Exhibit E (Mandatory Questions) and insert the questions and answers in this section.

* + 1. PERSONNEL

See Exhibit I (Subcontractors Table) and insert the completed form in this section.

* 1. PRICE PROPOSAL

Provide price summary and details.

* + 1. PRICE

Price shall be a fixed fee for all work described in drawing package dated November 2019 and specification manual dated December 2019. Include in your price a line item for the following:

1. $20,000.00 allowance for aesthetic details that may not have been finalized before the RFP’s release. For pricing purposes, if an aesthetic detail has not been selected, price the item according to it’s base price so only the upcharge, if there is one, will be funded from the allowance. Interior design assistance from licensed firm is included in allowance.

Any State of Hawaii funded projects over $50,000.00 are required to have contract performance and payment bonds, the costs of which will be included in the final contract amount.

* 1. REQUIREMENTS
1. **Non Applicable Requirements.** 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 what the requirement(s) are and why the requirement(s) are not applicable.
2. **Non Acceptance of any RFP Requirement.** If any RFP requirement, as described in this RFP, is not acceptable to the OFFEROR, list what the requirement(s) are and why the requirement(s) are not acceptable. Should you have an alternate solution submit it.
3. **HHSC Furnished Items.** If the OFFEROR’s proposal requires any goods, services, equipment, third-party vendor support, or anything of value to be provided by HHSC, these items must be clearly detailed and stated in the OFFEROR’s proposal.

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP.

* 1. REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS

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

1. W9
2. Vendor Term’s and conditions (if any)
3. confidentiality agreement (Exhibit H)
4. GENERAL EXcISE LiCENSE (*COPY*)
5. GENERAL CONTRACTOR’S LICENSE (*COPY*)
6. letter from surety committing to provide performance & Payment bonds
	1. 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

SECTION 4 EVALUATIONS

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.

* 1. 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.

* 1. 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 Proposal Evaluation Phases

* + 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.

* + 1. PHASE 2 TECHNICAL SECTION EVALUATION

Evaluation of OFFEROR’S technical section shall be conducted using the technical section categories and the value weight percentages identified in Paragraph 4.3 and the evaluation scoring system identified in Paragraph 4.4.

* + 1. 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 section.

* + 1. PHASE 4 PROPOSAL DISCUSSIONS WITH SHORT-LISTED OFFERORS (OPTIONAL)

The OFFERORS on the Short List of OFFERORs 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 Short-Listed OFFERORS of specific discussion topics and issues; and schedule the discussion.

* + 1. PHASE 5 BEST AND FINAL OFFERS (OPTIONAL)

OFFEROR(s) 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 original submittal shall be accepted as the Best and Final offer.

* + 1. 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.

* 1. 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: |
| PROPOSAL TRANSMITTAL COVER LETTER |
| REQUIRED DOCUMENTATION/COMPLIANCE DOCUMENTS PROVIDED  |
| REQUIRED QTY OF ORIGINAL AND COPIES |
| 60% | 60 | TECHNICAL APPROACH. Category includes: |
| SUMMARY |
| MANDATORY QUESTIONS  |
| 30% | 30 |  PRICE. Category includes: |
| SUMMARY AND DETAILS |
| 10% | 10 | COMPLIANCE WITH REQUIREMENTS. Category includes: |
| NON APPLICABLE PROPOSAL REQUIREMENT |
| NON ACCEPTANCE OF ANY RFP REQUIREMENT |
| HHSC FURNISHED ITEMS  |
| PROPOSAL WAS COMPLETED IN ACCORDANCE WITH RFP REQUIREMENTS |

Figure Evaluation Categories and Value Weight Percentages

* 1. EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100) per evaluator. The proposal receiving the highest cumulative 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

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.

* 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 grievance filing time.

* 1. CONTRACT AWARD DEBRIEFING

If requested by unsuccessful OFFEROR, 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.

* + 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 as Appendix C. **DO NOT complete or execute the “sample” CONTRACT.**

* + 1. 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 (Reference the GENERAL CONDITIONS - NON-PHYSICIAN HEALTHCARE SERVICES, APPENDIX D).

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.

* 1. 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.

* 1. 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 Ms. Chiotti-White:

(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 **“Kona Community Hospital – SSB Basement Renovation,** **RFP # HHSC 20-016** , 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) 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; 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 (must match W9):

(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** |
|  | [ ]  | Proposal Received “On-Time” |
| [ ]  | [ ]  | One (1) Original & Three (3)Copies of Proposals or one (1) e-mail |
| [ ]  | [ ]  | Proposal Transmittal Cover Letter: |
| [ ]  | [ ]  | 1. Official Business Letterhead
 |
| [ ]  | [ ]  | 1. Authorized Signature
 |
| [ ]  | [ ]  | 1. Required Information
 |
| [ ]  | [ ]  | Technical Proposal |
| [ ]  | [ ]  | 1. Summary
 |
| [ ]  | [ ]  | 1. Mandatory Questions
 |
| [ ]  | [ ]  | Price  |
| [ ]  | [ ]  | 1. Summary and Offer
2. Non Applicable Proposal Requirement(s)
 |
| [ ]  | [ ]  | 1. Non Acceptance of any RFP Requirement(s)
 |
| [ ]  | [ ]  | 1. HHSC Furnished Items
 |
| [ ]  | [ ]  | Required Documentation/Compliance Documents |
| [ ]  | [ ]  | 1. W-9
 |
| [ ]  | [ ]  | 1. General Excise License (copy)
 |
| [ ]  | [ ]  | 1. General Contractor’s License (copy)
 |
| [ ]  | [ ]  | 1. Confidentiality Agreement
 |
| [ ]  | [ ]  | 1. Vendor’s terms and conditions (if applicable)
 |
| [ ]  | [ ]  | 1. Surety Company’s letter of commitment
 |
| [ ]  | [ ]  | Proposal Submission Checklist |

APPENDIX C

Sample

**HAWAII HEALTH SYSTEMS CORPORATION**

**AGREEMENT FOR GOODS OR SERVICES**

**BASED UPON**

**COMPETITIVE SEALED PROPOSALS**

**AGREEMENT #: SAMPLE**

SAMPLE

**THIS AGREEMENT**, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of **xxx** *,* between **Kona Community 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, Kealakekua, 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 [x] (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. See attachment 3.

**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. Roy Gillespie, Director of FacilitiesKona Community Hospital79-1019 Haukapila StreetKealakekua, HI 96750Telephone 808-322-4495 Email: rgillespie@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: **Kona Community Hospital, 79-1019 Haukapila Street, Kealakekua, HI 96750**. 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:  | Anna Chiotti-White |
| TITLE:  | Regional CEO, West Hawaii Region |
| DATE: |  |

|  |  |  |
| --- | --- | --- |
|  | **CONTRACTOR \*** | [\_\_\_CONTRACTOR NAME\_\_\_] |
| SIGNATURE: |  |
| PRINTED NAME:  |  |
| TITLE:  |  |
| DATE: |  |

**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.

**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-

1. 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:

1. 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.
2. Invoicing Schedule. Contractor shall invoice Hospital in accordance with the following:
3. This is a Fixed Price Agreement.
4. The contractor is paid according to the milestone table below.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

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

 |

1. Travel costs are not allowable.
2. 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.
3. HHSC will work with the CONTRACTOR to determine a reasonable construction schedule, milestone schedule and completion date.
4. Payment Guidelines
5. Company shall provide W-9 and Certificate of Insurance upon Contract Award.
6. **The Contract Number (XX-XXXX) and Payment Milestone Number must appear on every Invoice.**
7. The “Invoice To” must be “Kona Community Hospital”.
8. 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.
9. 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.
10. Invoice shall be transmitted (electronically is preferred) to:

|  |
| --- |
| Mr. Roy Gillespie, Director of FacilitiesKona Community Hospital79-1019 Haukapila StreetKealakekua, HI 96750Telephone 808-322-4495 Email: rgillespie@hhsc.org |

**\*\*\*\* If your invoice does not contain your contract number,**

**it may be rejected and payment delayed. \*\*\*\***

APPENDIX D

1999 DAGS interim General Conditions

(will be attached to Agreement)

See following pages.

APPENDIX E

mandatory questions

See following pages.

APPENDIX F

Agenda for Pre-Proposal Conference with Tour of Hospital Facilities

|  |
| --- |
| General Information |
| Date |  Wednesday, March 11, 2020 |
| Location | Kona Community Hospital**Special Services Building****Conference Room 3** 79-1019 Haukapila StreetKealakekua, HI 96750Map is below |
| Point of Contact | Contracts ManagementYvonne Taylor, Sr. Contracts ManagerWest Hawaii RegionEmail ytaylor@hhsc.orgDirect (808) 322-4442Fax (808) 322-4488 OR | Contracts ManagementMichelle Gray, Contracts Asst IIWest Hawaii RegionEmail mgray@hhsc.orgDirect (808) 322-5830Fax (808) 322-4488 |
| Agenda |
| 8:20 am – 8:30 am | Check in at Conference Room 3 in the Special Services Building for Visitor Badges. Vendors must have a signed confidentiality agreement, either already submitted or brought to the meeting. |
| 8:30 am to 9:15 am | Briefing including Infection Control discussion |
| 9:15 am to 10:00 am | Project site tour |
| Map of Kona Community Hospital |

APPENDIX G

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 20-016 **AND** 20-0155 |
| RFP Title: | Kona Community Hospital – SSB Basement and Dayroom Renovation |

| **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 |  |  |  | [ ]  |
| 2 |  |  |  | [ ]  |

Due to space constraints and 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. **An executed Confidentiality Agreement (Appendix H) is necessary to participate in Hospital Tour.**

Please submit reservation form and signed confidentitality Agreement at least 24 hours prior to the meeting

APPENDIX H

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 Kona Community 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

Name:

Title:

Company:

Signature:

Date:

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APPENDIX I

subcontractor table

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

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| --- | --- | --- | --- | --- |
| Trade | Company name | company address | license number | years in business |
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**APPENDIX J**

**DRAWINGS**

See following pages**APPENDIX K**

**SPECIFICATIONS/PROJECT MANUAL**

See following pages

**APPENDIX L**

**CONTRACTORS Handbook**

See following pages.

**APPENDIX M**

**OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) ITEMS**

See following pages.

**APPENDIX N**

**Pricing Summary**

See following page