



**LEAHI HOSPITAL**  
**HAWAII HEALTH SYSTEMS CORPORATION**

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3675 Kilauea Avenue ■ Honolulu, Hawaii 96816 ■ Telephone: (808) 733-8000

**INVITATION FOR BIDS**

FOR

FURNISHING LABOR AND MATERIALS

REQUIRED FOR

**LEAHI HOSPITAL**

**Young Building Basement Renovation**

**IFB No. 18-007**

3675 KILAUEA AVENUE  
HONOLULU, HAWAII 96816

TMK: 03-2-031:001

FOR THE

HAWAII HEALTH SYSTEMS CORPORATION (HHSC)

STATE OF HAWAII

May 4, 2018

## **Invitation for Bids**

### **Leahi Hospital - Young Building Basement Renovation**

The Hawaii Health Systems Corporation (HHSC) Oahu Region is requesting bids from qualified companies to renovate the basement area in the Young Building at Leahi Hospital located at 3675 Kilauea Avenue Honolulu 96816.

The IFB may be obtained electronically from the following website:

<http://www.leahi.hhsc.org/procurement/notices/>

A site visit is schedule for May 10, 2018 at 9:00 a.m. All interested companies shall meet in the lobby area. The deadline for submission of written/mailed questions pertaining to the IFB is May 17, 2018.

All bids must be received and time stamped by HHSC by May 24, 2018 up to 2:00 p.m. Hawaii Standard Time. Bids shall be submitted to the Purchasing Office located in the basement of Maluhia at 1027 Hala Drive, Honolulu, Hawaii 96817. Bids via e-mail is acceptable and shall be sent to [mkato@hhsc.org](mailto:mkato@hhsc.org) by the deadline.

Addenda to the IFB will be posted on the website listed above.

For any inquires, please contact Michelle Kato, Contracts Manager at (808) 832-3001 or by email at [mkato@hhsc.org](mailto:mkato@hhsc.org).

Leahi Hospital  
3675 Kilauea Avenue  
Honolulu, Hawaii 96817

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## **SECTION 1** **ADMINISTRATION**

### **1.0 INTRODUCTION**

This Invitation for Bid (hereinafter “IFB”) is issued by the Hawaii Health Systems Corporation (hereinafter “HHSC”), a public body corporate and politic and an instrumentality and Agency of the State of Hawaii. All procedures and processes will be in accordance with HHSC Oahu Region policy and procedures.

In order for HHSC to accept Bidder’s response in a timely manner, please thoroughly read this IFB and follow instructions as presented.

### **1.1 IFB TIMETABLE AS FOLLOWS**

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

| <b>ACTIVITY</b> |  | <b>SCHEDULED DATES</b> |
|-----------------|--|------------------------|
| 1.              | IFB Public Announcement                                    | May 4, 2018            |
| 2.              | Pre-Bid Orientation<br>Leahi Hospital lobby area 9:00 a.m. | May 10, 2018           |
| 3.              | Closing Date for Receipt of Questions                      | May 17, 2018           |
| 4.              | Closing Date for Receipt of Bids 2:00 p.m. at Maluhia      | May 24, 2018           |
| 5.              | Contractor Selection/Award Notification (on/about)         | May 25, 2018           |
| 6.              | Contract Start Date  | July 1, 2018           |

### **1.2 AUTHORITY**

This IFB is issued under the provisions of the HHSC Hawaii Revised Statutes (HRS), Chapter 232F, HRS and its administrative rules. All BIDDERS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any BIDDER shall constitute admission of such knowledge on the part of such BIDDER.

#### **1.2.1 IFB ORGANIZATION**

This IFB 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: BID FORMS AND GENERAL CONDITIONS**

Describes the required format and content for submission of the bid.

## **SECTION 4: BID EVALUATION AND AWARD**

Describes how bids will be evaluation and procedures for selection and award of contract.

### **1.3 HEAD OF PURCHASING AGENCY (HOPA)**

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

The HOPA for this IFB is:

Derek Akiyoshi  
Regional Chief Executive Officer  
Hawaii Health Systems Corporation

### **1.4 DESIGNATED OFFICIALS**

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

#### **1.4.1 ISSUING OFFICER**

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

Michelle Kato, Contracts Manager  
Maluhia1027 Hala Drive  
Honolulu, Hawaii 96817  
e-mail: [mkato@hhsc.org](mailto:mkato@hhsc.org)  
phone: (808) 832-3001

#### **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 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. This solicitation is for Leahi Hospital on the island of Oahu.

#### **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

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

### **IMPORTANT**

**BIDDER may request changes and/or propose alternate language to the attached HHSC General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the HHSC General or Special Terms and Conditions will be entertained after the bids have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the IFB.**

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

Responses by HHSC shall be due to the BIDDER prior to notice of award.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-bid 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 IFB as addenda thereto.

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

### **SEND QUESTIONS TO:**

Michelle Kato, Contract Manager  
e-mail: [mkato@hhsc.org](mailto:mkato@hhsc.org)

## 1.8 SOLICITATION REVIEW

BIDDER should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter, **excluding requests to revise the General or Special Conditions**, must be made in writing and should be received by the Issuing Officer, Michelle Kato, no later than the “Closing Date for Receipt of Bids” as identified in Section 1.1. This will allow issuance of any necessary amendments to the IFB. It will also assist in preventing the opening of bids upon which award may not be made due to a defective solicitation package.

## 1.9 IFB AMENDMENTS

HHSC reserves the right to amend the IFB any time prior to the deadline date of the IFB. IFB Amendments will be in the form of addenda.

## 1.10 CANCELLATION OF IFB

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

### **1.11 PROTESTS**

Any protest shall be submitted in writing to the HOPA as noted below.

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

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted at the following website:  
<http://www.leahi.hhsc.org/procurement/notices/>

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

Derek Akiyoshi  
Hawaii Health Systems Corporation  
Oahu Region  
3675 Kilauea Avenue  
Honolulu, Hawaii 96816

### **1.12 PERFORMANCE AND PAYMENT BOND**

Performance and payment bonds shall be required for contracts \$25,000 and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids.

### **1.13 SPECIALTY CONTRACTOR’S LICENSE**

- A. Contractor shall be solely responsible to assure that all the specialty licenses required to perform the Work are covered by the Contractor or its subcontractor(s).

### **1.14 WORKING HOURS**

- A. The regular working hours for this project is from 7:00 AM to 3:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted.
- B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours under the provisions of the GENERAL CONDITIONS.

### **1.15 SPECIAL PROCEDURES DURING BIDDING**

- A. Bid documents will be available from the Contracts Manager’s office, at Maluhia, 1027 Hala Drive, Honolulu, HI, 96817.
- B. All bids shall be submitted to the Contracts Manager.
- C. All questions regarding the IFB shall be submitted, in writing, to the Contract Manager. The Contract Manager will review the questions and issue any responses via Addendum. Only information received by Addendum shall be binding.
- E. Any visitation to the site to examine the scope of work shall be requested through the HHSC Representative. Disruption of facility operations shall not be permitted.

## **SECTION 2**

### **SCOPE OF SERVICES**

#### **2.0 INTRODUCTION**

The purpose of this competitive solicitation is to award a single, fixed-priced Agreement for BIDDER to renovate the basement located in the Young Building of Leahi Hospital.

The Contractor awarded an Agreement under this IFB shall be referred to as “CONTRACTOR” or “BIDDER”.

#### **2.1 CONTRACT PERIOD**

The contract shall commence on July 1, 2018 to and including June 30, 2019. There will be an option to extend the Contract for up to an additional 12-month period.

#### **2.2 SCOPE OF SERVICES**

The CONTRACTOR shall provide the scope of work according to the drawings and specification provided in APPENDIX C.

B. Qualifications. The Contractor shall have:

1. A current and valid license to perform the scope of work.
2. Have been in business for the past three (3) consecutive years.
3. A permanent, on-island office location in conducting business which is accessible to telephone calls. An answering service is not acceptable.

C. HOSPITAL shall provide:

Technical Representatives have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing CONTRACTOR performance; placing requests for services; and, approving completed work/services with verification of same for CONTRACTOR's invoices. Technical Representatives will also serve as points of contact for “technical” matters throughout the term of the contract.



## **SECTION 3**

### **Bid Forms and General Conditions**

#### **General Instructions for Completing Forms**

- *Bids shall be submitted in the prescribed format outlined in this IFB*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each item unless indicated otherwise.*

#### **3.0 Bid Form**

The bid form must be completed and submitted to HHSC by the required due date and time, and in the form prescribed by the HHSC. Bids via email will be accepted and shall be sent to Michelle at [mkato@hhsc.org](mailto:mkato@hhsc.org). Facsimile transmissions shall not be accepted.

Interested bidders shall submit their bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the bid form. Failure to do so may delay proper execution of the Contract.

Interested bidders shall certify its ability to provide services on July 1, 2018 or upon execution of the Contract agreement by both parties. The Hospital reserves the right to apply liquidated damages for the delay in Contract execution on the part of the Contractor.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Form on Appendix A is unsigned or the affixed signature is a facsimile or a photocopy, the bid shall be automatically rejected.

The option to extend the Contract will be at the sole discretion of the Hospital and determined to be in the best interests of the State.

#### **3.1 Bid Security**

All lump sum bids of \$25,000 and higher, or lump sum base bids including alternates of \$25,000 and higher, that are not accompanied by bid security are non-responsive.

- a. The bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including alternates or in an amount required by the terms of the federal funding, where applicable.

#### **3.2 General Conditions**

The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and AMENDMENTS shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and Leahi Hospital. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website: [http://hawaii.gov/pwd/construction\\_bids/Members/qc/gen\\_cond\\_constr](http://hawaii.gov/pwd/construction_bids/Members/qc/gen_cond_constr)

The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
  - i) Bidder shall have the same definition as Contractor.
  - ii) Comptroller shall be the Chief Financial Officer at Leahi Hospital or his authorized representative.
  - iii) Department shall be Leahi Hospital or its designee.
  - iv) Engineer shall be the person so designated by Leahi Hospital.
  - v) State shall be Leahi Hospital or its designee.
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for Leahi Hospital to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Leahi Hospital 3675 Kilauea Avenue Honolulu Hawaii 96816.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. Paragraph 3.8.1 of the Interim General Conditions is amended to read as follows:

"The contract shall be signed and forwarded to Leahi Hospital (Contracts Office), by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by Leahi Hospital (Contracts Office) within ten (10) calendar days after the bidders is awarded the contract. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto."
- i. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."
- j. Section 4.1: the words "accepted bid" is deleted from the first sentence.
- k. Section 4.9.3: the words "submission of bids" is replaced with the words "execution of this contract".
- l. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”

- m. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
  - n. Section 5.8.1: “twenty-four (24)” is hereby changed to “three (3)”.
  - o. Section 5.11 is hereby deleted in its entirety.
  - p. Section 5.12.4 is hereby deleted in its entirety.
  - q. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “Leahi Hospital”.
  - r. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
  - s. Section 7.7.2 is amended to read as follows: “The wage rate schedule is attached to this contract.”
  - t. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
  - u. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. Leahi Hospital reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
  - v. Section 7.15 delete “and its Departments and Agencies”.
  - w. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
  - x. Section 7.35.1: the last word “earlier” is changed to “later”.
3. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC is posted on the HHSC Internet ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.

4. CONFIDENTIAL INFORMATION. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information, in any form, whether written, verbal, or electronic, are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
5. CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. Leahi Hospital reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.
6. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS. CONTRACTORS are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, please consult with the Campaign Spending Commission, or visit its website, [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

(END OF SECTION)

**SECTION 4**  
**BID EVALUATION AND AWARD**

**4.0 Bid Evaluation**

Each bid offer will be reviewed for exact conformity of the requirements in the IFB, known as a responsible bid. Information provided in/with the bid offer will be used to determine whether the interested bidder has the technical and financial capacity to deliver the goods or services, known as a responsive bid.

**4.1 Method of Award**

- A. The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any alternates which may be selected) meets the requirements and criteria set forth in the solicitation documents.
- B. In the event the total lump sum bid of all bidders exceeds the project control budget, HHSC reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.
- C. The option to extend the Contract will be at the sole discretion of the HHSC. Nothing in this IFB shall be construed or interpreted to mean that the Hospital is obligated to exercise the 12-month option period. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid, unless price adjustments are made and agreed upon by HHSC.

**4.2 Contract Execution**

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

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

(END OF SECTION)

## **SAMPLE BID TRANSMITTAL COVER LETTER**

Dear Ms. Kato,

(Name of Business) proposes to provide any and all goods and services as set forth in the “Invitation for Bid” to renovate the basement located in the Young Building at Leahi Hospital patient rooms IFB No. 18-007, for which fees/costs have been set. The fees/costs offered herein shall apply from July 1, 2018 to June 30, 2019.

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

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

**Other information:**

|                 |  |                   |  |
|-----------------|--|-------------------|--|
| Address:        |  | Federal Tax ID #: |  |
| Phone No.:      |  | Hawaii GET ID #:  |  |
| E-mail address: |  |                   |  |

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

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

Year of Business started: \_\_\_\_\_

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

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

**IFB No. 18-007**  
**Leahi Hospital - Young Building Basement Renovation**

**BID FORM**

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

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

(Schedule of Values must be submitted with the Bid).

**Additive Alternate No. 1:**

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

(Schedule of Values must be submitted with the Bid).

**Additive Alternate No. 2:**

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

(Schedule of Values must be submitted with the Bid).

Respectfully Submitted:

\_\_\_\_\_  
 Signature / Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**OTHER CONDITIONS**

1. Bidder agrees to pay liquidated damages to the HHSC to be specified.
2. By submitting this proposal, the Bidder is declaring that its firm has not been assisted or represented on this matter by an individual who has, in a County capacity, been involved in the subject matter of this contract in the past two years;
3. Anti-collusion certification. In accordance with HAR 3-122-192, by submitting this proposal, the Bidder is declaring that the price submitted is independently arrived at without collusion.
4. Certification for Safety and Health Program for bids in excess of \$100,000. In accordance with HRS 396-18, the Bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH); and

5. Upon the acceptance of the proposal by the HHSC, the Bidder must enter into and execute a contract for the same and furnish a Performance and Payment bond, as required by law.

**RECEIPT OF ADDENDA**

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

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
Date  
Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

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

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

The Bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated and understands that failure to comply with this requirement may be just cause for rejection of the bid.

The Bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with its own employees.

The Bidder must be sure that it has and that the subcontractor(s) listed in the proposal have all the necessary specialty licenses needed to perform the work for this project. The Bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in its bid.

The Bidder shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

| Complete Firm Name<br>Joint Contractor or<br>Subcontractor for<br><u>Lump Sum Base Bid</u> | <u>License<br/>Number</u> | <u>Nature and Scope<br/>of Work to be<br/>Performed</u> |
|--|---------------------------|---|
|  |                           |   |
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|  |                           |   |



Enclosed herewith:

1. Surety Bond (\*1) )
2. Legal Tender (\*2) )
3. Cashier's Check (\*3) )
4. Certified Check (\*3) )

(Cross Out Those Not Applicable)

in the amount of:

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

as required by law.

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License

By \_\_\_\_\_  
Signature (\*4)

Title \_\_\_\_\_

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

(CORPORATE SEAL)  
(\*5)

NOTES:

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

END OF BID FORM