



Department of Health
Environmental Health Administration
State Laboratories Division
RELEASE DATE: December 20, 2024

**REQUEST FOR PROPOSALS
SEALED OFFERS**

RFP No.: SLD-ADMIN-25-009

To Furnish and Install An Automatic Bi-Parting Front Entrance Doors At
The State Laboratories Division 2725 Waimano Home Road Pearl City,
HI 96782

Pursuant to Chapter 103-D, HRS, sealed offers shall be RECEIVED ELECTRONICALLY and recorded immediately via the State of Hawaii eProcurement System, HlePRO until 2:00 p.m. Hawaii Standard Time (HST) on January 17, 2025. Bids shall be submitted via the State of Hawaii eProcurement System, HlePRO, otherwise the bids shall not be opened or considered. Also, bids received after the time fixed for opening will not be considered. Direct questions relating to this solicitation to Stephen Schanzenbach at (808) 453-6651 or stephen.schanzenbach@doh.hawaii.gov.

Bidders are required to comply with the newest procurement code, HRS, Chapter 103-D, any rules and regulations and policy directive issued with respect to Chapter 103-D and any amendments thereof.

Edward Desmond, Ph. D., D(ABMM)
Administrator, State Laboratories Division
Department of Health

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS AND KEY DATES | 4 |
| 1.1 Introduction | |
| 1.2 Cancellation | |
| 1.3 RFP Schedule and Significant Dates | |
| 1.4 Pre-Proposal Conference | |
| 1.5 Questions and Answers Prior to Opening of Proposals | |
| SECTION TWO: BACKGROUND AND SCOPE OF WORK | 6 |
| 2.1 Background | |
| 2.2 Scope of Work / Project Objective | |
| 2.3 Term of Contract | |
| 2.4 Contract Execution | |
| 2.5 Notice to Proceed | |
| 2.6 Contract Changes – Unanticipated Amendments | |
| 2.7 Contractor Requirements | |
| 2.8 Submittals | |
| 2.9 Specifications: Autoclave, RO Water System, Boiler & Blowdown Tank | |
| 2.10 Re-execution of Work | |
| 2.11 Guarantees and Warranties | |
| 2.12 Contact Person | |
| SECTION THREE: PROPOSAL FORMAT AND CONTENT | 10 |
| 3.1 Required Review | |
| 3.2 Proposal Preparation Costs | |
| 3.3 Tax Liability | |
| 3.4 Property of State | |
| 3.5 Confidential Information | |
| 3.6 Exceptions | |
| 3.7 Proposal Objectives | |
| 3.8 Proposal Format and Content | |
| 3.9 Receipt and Register of Proposals | |
| 3.10 Best and Final Offer (BAFO) | |
| 3.11 Modification Prior to Submittal Deadline or Withdrawal of Offers | |
| 3.12 Mistakes in Proposals | |
| SECTION FOUR: EVALUATION CRITERIA | 16 |
| SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD | 17 |
| 5.1 Evaluation of Proposals | |
| 5.2 Discussion with Priority Listed Offerors | |
| 5.3 Award of Contract | |
| 5.4 Responsibility of Offerors | |

-
- 5.5 Proposal as Part of the Contract
 - 5.6 Public Examination of Proposals
 - 5.7 Debriefing
 - 5.8 Protest Procedures
 - 5.9 Approvals
 - 5.10 Contract Execution
 - 5.11 Insurance Requirements
 - 5.12 Bond Requirements
 - 5.13 Payment Schedule
 - 5.14 Invoicing and Payment Terms
 - 5.15 Contract Invalidation
 - 5.16 Hawaii Business or Compliant Non-Hawaii Business Requirement
 - 5.17 Wages and Hours of Employees on Public Works Law
 - 5.18 Hawaii Product Preferences
 - 5.19 Non-Discrimination Statement

SECTION SIX: ATTACHMENTS AND EXHIBITS _____ 25

- Attachment 1: OFFEROR CHECKLIST FORM
- Attachment 2: OFFEROR FORM, OF-1
- Attachment 3: OFFEROR FORM, OF-2
- Attachment 4: OFFEROR STATEMENT OF WORK
- Attachment 5: OFFEROR CLIENT REFERENCE FORM
- Attachment 6: SUBCONTRACTOR LIST

- Exhibit 1: OVERVIEW OF THE RFP PROCESS
- Exhibit 2: PHOTOS FRONT ENTRANCE
- Exhibit 3: GENERAL CONDITIONS AG-008 103D
- Exhibit 4: GOODS AND SERVICES CONTRACT AG-003
- Exhibit 5: WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS LAW

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Laboratories Division is requesting proposals for the furnishing and installation of an automatic bi-parting glass door with sidelites on each side of the door for the front entry to the building. Project also entails the de-installation, removal and disposal of the current front entrance doors, framing and glass panels and any related work to the structure surrounding the frame, electrical connections and connection to the buildings security access system.

The award of the contract will be subject to the availability of funds.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the STATE, when it is determined to be in the best interest of the STATE.

1.3 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the STATE's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If any component of this schedule, is delayed or otherwise adjusted, the rest of the schedule may be adjusted accordingly as determined by the STATE. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

| | |
|---|----------------------------|
| Release of Request for Proposals | 12/20/24 |
| Pre-Proposal Conference and On Site Inspection | 01/10/2025, 9:00AM |
| Due date to Submit Questions | 01/14/2025 |
| Response to Questions | 01/15/2025 |
| Proposals Due date/time | 01/24/2025, 2:00 PM |
| Proposal Evaluations (approximate) | 01/27/2025 |
| Discussion with Priority Listed Offerors (if necessary) | 01/28/2025 |
| Best and Final Offer (if necessary) | 01/30/2025 |
| Notice of Award (approximate) | 01/31/2025 |
| Contract Start Date (approximate) | 05/01/2025 |

1.4 PRE-PROPOSAL CONFERENCE AND ON-SITE INSPECTION

All interested parties are invited to attend a STATE conducted voluntary pre-proposal conference meeting and on-site inspection of the work area and equipment on

01/10/2025 at 9:00 a.m. Interested attendees shall send an email request for invitation to stephen.schanzenbach@hawaii.gov at least twenty-four (24) hours in advance of the meeting day. The email shall have "RFP No.: SLD-ADMIN-25-009 Pre-Proposal Conference" in the subject line and shall contain the following information: Name(s) of individuals attending, Company Name, Phone Number, and Email Address. Agenda

and meeting information for the Pre-Proposal Conference and On-Site Inspection shall be sent as part of the response to the requestor. The pre-proposal conference and on-site inspection is not mandatory; however, **Offerors are strongly encouraged to attend in order to gain a better understanding of the scope of work and the requirements of this solicitation.**

A summary of the pre-proposal conference will be provided via an addendum posted in Hawaii State eProcurement System (HlePRO).

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The STATE will respond to questions through Addenda by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 BACKGROUND

The current front entrance to the State Laboratories Division is comprised of two sets of double doors separated by large glass panel, see Exhibit 2a and 2b. The doors are non power operated, and the set of doors on the Ewa (West) side works in conjunction with the building's security system. As a laboratory, the interior of the building is at a negative pressure compared to the exterior. The entryway also faces the north towards the Koolau side of the island and is subjected to high winds. Together, the negative pressure of the building with the high winds create conditions that makes the doors difficult to manually open from the exterior and interior side of the building. The purpose of this project is to ease the entry and exit of the building through a power operating sliding door without requiring extensive force that could induce workplace injuries and also to create an entryway that is more conducive to accessibility for individuals with disabilities.

2.2 SCOPE OF WORK / PROJECT OBJECTIVE

All work shall be in accordance with this RFP, including its attachments, and any addenda. The project objective is to (1) to de-install the existing doors, frame, glass panels and to remove and properly dispose of the equipment, (2) provide a power operated bi-parting door that will have two sliding panels that move in opposite directions. This bi-parting door shall be centered in the entryway with a fixed sidelite on each side of the biparting door, (3) connect to the building's security system to release and open door from the interior and exterior, (4) restore structure surrounding the frame to ensure that the new entryway is secured and appropriately sealed to withstand the environment conditions, (5) install all electrical connections and, (6) fully test the new door system to verify that the installation and operation of the door meets the manufacturer's recommendations.

2.3 TERM OF CONTRACT

The contract shall be for a period of FOURTEEN (14) months and is intended to begin approximately on May 01, 2025, and end on June 30, 2026. No extensions will be permitted.

2.4 CONTRACT EXECUTION

The successful Offeror receiving award shall enter into a formal written contract to be signed by the CONTRACTOR and returned with TWENTY (20) working days after receiving the contract from the STATE.

No work is to be undertaken by the CONTRACTOR prior to the commencement date specified on the Notice to Proceed. The STATE is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official starting date.

2.5 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

2.6 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of the contract, the CONTRACTOR may be required to perform additional work that could not have been anticipated until construction began and which shall be within the general scope of the initial contract. When additional work is required, the STATE will provide the CONTRACTOR a written description of the additional work and request the CONTRACTOR to submit a firm time schedule for the accomplishing the additional work and an estimated cost for the additional work. The STATE will determine if the additional work will be completed.

CONTRACTOR will not commence additional work until the Procurement Officer has secured the required STATE approvals necessary for the amendment and an executed written contract amendment has been issue.

2.7 CONTRACTOR REQUIREMENTS

- 2.7.1 Adhere to its Contract with the STATE;
- 2.7.2 Provide all labor, materials, and equipment necessary to meet the solicitation requirements;
- 2.7.2 Sliding automatic entrance shall be obtained from a manufacturer with a minimum of five (5) years experience in the fabrication of sliding automatic aluminum and glass entrance assemblies similar to those specified;
- 2.7.3 Sliding automatic entrance shall be obtained solely through an authorized trained and factory certified provider;
- 2.7.4 Sliding automatic entrance shall be certified to meet performance design criteria of the following standards.
 - a. ANSI/BHMA A156.10 American Standards Institute (ANSI), Builders Hardware Manufacturers Association (BHMA)
 - b. NFPA 101 National Fire Protection Association (NFPA)
 - c. UL 325 Underwriters Laboratory (UL)
 - e. IBC International Building Code (IBC)
- 2.7.5 CONTRACTOR shall become familiar with all the job requirements prior to the submission of a proposal;
- 2.7.6 CONTRACTOR is fully responsible for initiating any site visits that they deem necessary in gathering measurements and other technical data to ascertain the requirements in fulfilling the Scope of Work (SOW.) Site visits can be arranged during normal working hours by contacting the SLD building manager, Stephen Schanzenbach at 808-453-6651 or by e-mail at Stephen.schanzenbach@doh.hawaii.gov.;
- 2.7.7 CONTRACTOR shall have a valid contractor's license to conduct business in Hawaii and shall provide proof of qualification to perform the specified work with a minimum of five (5) years experience;
- 2.7.8 CONTRACTOR shall be responsible for meeting all required Federal, STATE and County laws including all Occupational Safety and Health Administration (OSHA)

- and Hawaii Occupational Safety and Health Division (HIOSH) requirements pertaining to personnel safety for the work involved;
- 2.7.9 CONTRACTOR shall be held accountable for any damage to any structures, walls, equipment, or other fixture resulting from work attached to this project. Property damaged by the action of the CONTRACTOR, or his employees shall be replaced or repaired to the satisfaction of the STATE by the Contractor at their own expense.
- 2.7.10 CONTRACTOR shall be responsible for verifying field conditions, final service, connections and locations;
- 2.7.11 CONTRACTOR shall be responsible for cleaning the work area daily and for the haul-away and proper disposal of all discarded materials associated with the job. Contractor shall be responsible for the proper and lawful disposal of all other incidental debris produced from this job, per typical construction waste management practice;
- 2.7.12 CONTRACTOR is responsible for communicating contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
- 2.7.13 CONTRACTOR shall ensure that all of the Subcontractors' employees can communicate effectively with STATE employees;
- 2.7.14 Subcontractors are not authorized to work on this contract and shall not perform any work under the awarded vendor unless they are specifically approved by the STATE;
- 2.7.15 The awarded CONTRACTOR must provide the business name and address of each subcontractor that they propose to use and the nature of work that will be performed. All approved subcontractors are therefore subject to meet the same qualification and performance requirements as the awarded vendor;
- 2.7.16 The CONTRACTOR shall ensure that the CONTRACTOR and subcontractors are current with all payments and registration fees and similar financial obligations owed to the STATE during the term of its Contract with the STATE;
- 2.7.17 Fully cooperate and maintain effective communication with the STATE and cooperate in the resolution of problems, suspected problems, or potential problems;
- 2.7.18 Installer shall be certified, approved, or licensed by the door manufacturer to install products and shall provide proof upon request by the STATE.
- 2.7.20 The Door Manufacturer shall have a service technician located on Oahu, in the State of Hawaii. CONTRACTOR shall provide the names and telephone numbers of the nearest service representatives.
- 2.8.21 CONTRACTOR shall install sliding entrance unit plumb, square, and level in properly prepared and supported opening, using specified fasteners, as required by installation instructions, and as detailed on the shop drawings provided by CONTRACTOR.
- a. Install surface-mounted hardware using concealed fasteners to greatest

- extent possible.
- b. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.
- 2.8.22 CONTRACTOR, if not installer, shall make installer aware of any non-conforming conditions or equipment not indicated on shop drawings
- 2.8.22 CONTRACTOR shall coordinate power requirements, layout, and connections to power supplies with installation of automatic entrances.
- 2.8.23 CONTRACTOR shall not install any damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints and sealed so that the joints are watertight.
- 2.8.24 Glaze sliding automatic entrance sliding panels and sidelite panels in accordance with the Glass Association of North America (GANA) Glazing Manual, published recommendations of glass product manufacturer, and published instructions of automatic entrance system manufacturer.
- 2.8.25 Sealants shall be applied to provide a weathertight installation. Set thresholds, bottom guide and track systems and framing members in full bed of sealant. Seal perimeter of framing members with sealant.
- 2.8.26 Signage: Apply signage on both sides of each sliding panel and sidelite as required by the ANSI/BHMA standards.
- 2.8.27 Adjust hardware, moving parts, door operators, and controls to function smoothly, and lubricate as recommended by manufacturer, comply with requirements of applicable ANSI/BHMA standards.
- 2.8.28 Verify installation and alignment of all entrance weather -stripping as required for weathertight closure and specified air infiltration requirements.
- 2.8.29 Clean glass and metal surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt and other substances. Repair damaged finish to match original finish.
- 2.8.30 Clean adjacent surfaces soiled by door installation.

2.8 SUBMITTALS

- 2.8.1 Shop Drawings: Provide shop drawings of the planned front entryway including elevations, sections, and details of entrance construction. Include profiles, dimensioned layout, operator, motion/presence sensor control devices, indicating assembly, finish, glazing, electrical, and anchoring requirements.
- 2.8.2 CONTRACTOR shall verify actual dimensions of openings to receive automatic entrances by field measurements before fabrication and indicate on shop drawings.
- 2.8.2 Product Data: Provide all product and installation documentation to the STATE, as provided by the manufacturer.

- 2.8.3 Warranty Information and Service Coverage: Provide the STATE with the manufacturer's warranty coverage and service coverage information
- 2.8.3 Submit certified test reports indicating doors comply with specified performance requirements.
- 2.8.4 Provide manufacturer's operating and maintenance manual. The manual to include the name, address, and contact information of the manufacturer providing the equipment. A spare parts list shall be included in the event any parts need to be re-ordered or replaced in the future.
- 2.8.5 Equipment orientation and training: The Contractor, as licensed or approved by the manufacturer, or equipment manufacturer shall perform on-site training for SLD staff at a day and time agreed to by the STATE and shall be coordinated with the SLD Building Manager. ~~Submit manufacturer's on-site training that is to be provided to SLD staff, including topics and duration of training. Coordinate a date with the SLD Building Manager, for the required training with the STATE's operating personnel and end users. Manufacturer must be available for on-site training at a day and time agreed to with the STATE.~~
- 2.8.6 Pre-Installation Conference: ~~Contractor shall submit an agenda~~ Contractor shall arrange and conduct a pre-installation conference and shall submit an agenda to the SLD Building Manager for review and distribution. The agenda shall include, but not necessarily limited to, the procedures for preparing and installation of the work, open ended issues and deviations that need to be resolved, sequencing, project conditions and inspecting and testing requirements.
- 2.8.7 Contractor shall record in writing discussions of the pre-installation conference, including decisions and agreements reached, and furnish copy of record to each party attending. If substantial disagreements exist at the conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- 2.8.8 Deviations: Provide written notice to the SLD Building Manager of any deviations from the provided shop drawings in as much detail as possible at the earliest time. Do not proceed with proposed deviations until expressly approved in writing.

2.9 SPECIFICATIONS:

- 2.9.1 Furnish and install an automatic bi-parting doors with glass panels and aluminum frame. Sliding automatic entrances shall be furnished with all required components for a complete installation.
- 2.9.2 The two sliding panels shall move in opposite directions on the outside of the sidelites.
- 2.9.3 The sidelites shall be fixed and composed of glass with an aluminum frame

- 2.9.4 Only the sliding panels shall swing out 90 degrees from any point of slide travel for emergency egress.
- 2.9.5 When the sliding panels are in the fully open position, the clear opening is measured between the leading stiles of the two sliding panels.
- 2.9.5 Dimensions:
See Exhibit 2(a) Photos of Front Entrance
Bi-parting doors, sidelites, glass and frames should approximate current dimensions.
- 2.9.6 High Velocity Hurricane Zone (HVHZ). Entrance provided will be appropriate for the HVHZ defined for the location of the State Laboratories Division, where windborne debris protection requirements exist and areas where structural wind load requirements exist; all without use of an impact protective system. Maps are available through the National Weather Service and the Hawaii Emergency Management Agency to understand the potential impact areas based on storm intensity and direction
- 2.9.7 Entrapment Force Requirements:
1. Opening-force Requirements for Egress Doors: Not more than 50 foot pounds required to manually set door in motion if power fails, and not more than 15 foot pounds required to opened door to minimum required width
 2. Closing -Force Requirements: Not more than 30 foot pounds required to prevent stopped door from closing.
 3. Sliding doors provided with a breakaway device shall require no more than 50 foot pounds applied 1 inch from the leading edge of the lock stile for the breakout panel to open.
- 2.9.8 Air Infiltration
1. Air Infiltration per TAS 202, ASTM E283 – Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
Maximum air leakage of 1.0 cfm/ft² at 1.57pounds per square foot (psf) (25 mph).
 2. Structural Performance (wind load) per TAS 202, ASTM E330 – Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls, Doors by Uniform Static Air Pressure Difference. Testing conducted for both positive and negative pressure.
- 2.9.9 Forced Entry Resistance per FBC TAS 202, ASTM F842 – Standard Test Methods for Measuring the Forced Entry Resistance of Sliding Door Assemblies, Excluding Glazing Impact.
Must pass Grade 25 with No Entry.
- 2.9.10 Entrance Components
Aluminum: Alloy and temper recommended by manufacturer for type of use and specified finish. Header, frames, stiles and rails: Extruded Aluminum , Alloy 6063-T5.

Comply with the National Association of Architectural Metal Manufacturers (NAAMM) "Metal Finishes Manual for Architectural and Metal Products" for applying and designing finishes. Finish designations beginning with "AA" comply with requirements established by American Architectural Manufacturers Association (AAMA).

2.9.11 Glazing Installation

Glass thickness shall be the same for both the sliding panels and the sidelite panels.

Impact door panels must be dry glazed using a captive seal and press-in wedge seal. Glazing installation with silicone sealant is not acceptable. No exposed fasteners in the glazing stops will be acceptable.

2.9.12 Sliding Panel Carrier Assembly

Each sliding panel shall be supported by two (2) special carrier assemblies for impact rated sliding entrances that allow vertical adjustment, each carrier having a minimum of two supporting rollers. The carrier assemblies shall travel along a horizontal plane on the replaceable extruded aluminum.

Overhead Rollers: Carrier assembly consists of wheels with single journal and sealed oil impregnated bearings.

2.9.13 Locking Devices:

Operated by keyed cylinder on exterior side.

Operated by thumb turn on interior side.

Armored steel reinforced.

2.9.14 Weather Stripping

Replaceable weather stripping around the perimeter of all sliding panels and sidelites to reduce energy loss. Manufacturer's standard weather stripping includes the following:

1. Double pile weather stripping on the strike rail of sliding panel(s).
2. Heavy pile weather-seals shall be installed between the carrier and active leaf(s).
3. Weather stripping installed at the following locations:
 - a. Lead stile of sidelite(s) and trailing stile of active panel(s).
 - b. Pivot stile of sidelite(s).
4. Self-adhesive bulb seal shall be provided between the header and top rail of sidelites.
5. Adjustable nylon sweep in the bottom rail of sliding panel(s).

2.9.15 Motion and Presence Sensors

The combined activation and presence sensor shall use microwave technology to detect motion and active infrared technology to detect presence. The sensor shall be centrally located in the clear door opening, header-mounted on each side of the entrance. The sensor for activation and the sensor for presence shall be housed in one unit.

The photoelectric beams are mounted at both 24" and 48" above finished floor. Breaking either emitter beam will cause the sliding panels to open, remain open

until the is cleared and then the sliding panels will close. After closing the entrance will be fully functional.

2.9.16 Security System Integration

Door operators must connect and work in conjunction with the State Laboratories building security system. CONTRACTOR shall coordinate all work with:

Patrick Hange
Vice President
Security Resources Pacific, Inc.
3210 Ualena Street
Honolulu, Hawaii 96819
Telephone: 808-372-4386 (mobile)
Email: patrickhange@securityresources.com

Costs associated with this integration shall be included as a separate line item in the bid.

2.10 RE-EXECUTION OF WORK

The CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to the faulty work by the CONTRACTOR or its sub-contractors.

2.11 GUARANTEES AND WARRANTIES

1. Sliding automatic entrance shall be warranted by the CONTRACTOR against defect in material and workmanship for a period of TWO (2) years from the date of installation.
2. During the warranty period a factory -trained technician shall perform service and repairs. An inspection shall be performed after each adjustment or repair.
3. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal business hours of the STATE.

Equipment warranties from the manufacturer shall be provided by the ~~manufacturer~~ CONTRACTOR to the STATE

2.12 CONTACT PERSON

The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract.

Stephen Schanzenback

Building Manager
State Laboratories Division
2725 Waimano Home
Road Pearl City, HI 96782
Tel: (808) 453-6667
E-mail: stephen.schanzenbach@DOH.Hawaii.Gov

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 REQUIRED REVIEW

- 3.1.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, exhibit, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with STATE, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 3.1.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify Stephen Schanzenbach in writing prior to the deadline for written questions as stated in Section 1.4, *RFP Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.
- 3.1.3 Changes to this RFP including, but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issue by the State Laboratories Division.
- 3.1.4 The STATE accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System

(HlePRO) to obtain RFP addenda or other information relating to the RFP.

3.2 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror including, without limitation, its costs of preparing or submitting a proposal, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP process shall be the Offeror's sole responsibility whether or not any award results from this RFP. The STATE shall not reimburse such costs.

3.3 TAX LIABILITY

3.3.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.712% for sales made on Oahu, and at the rates of 4.712%, 4.1666%, and 4.712% for the counties of Hawaii, Maui, and Kauai, respectively. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall STATE its tax-exempt status and cite the HRS chapter or section allowing the exemption.

3.3.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the STATE and that Offeror will pay such taxes on all sales made to the STATE.

3.4 PROPERTY OF STATE

All proposals become the property of the STATE.

3.5 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.6 EXCEPTIONS

Should Offeror assert any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is asserted, a description of the exception, and the proposed alternative, if any. The STATE reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements or the Attorney General (AG) General

Conditions shall be considered.

3.7 PROPOSAL OBJECTIVES

- 3.7.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.7.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.7.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.7.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.
- 3.7.5 Offeror shall submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

3.8 PROPOSAL FORMAT AND CONTENT

- 3.8.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.8.2 All Proposals must be submitted in per the guidance below.
- 3.8.3 Provide all of the information requested in this RFP in the order specified.
- 3.8.4 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.
- 3.8.5 Table of Contents. A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
- 3.8.6 Offeror Checklist see Section 6, Attachment 1. Complete and submit all items noted on the Offeror Checklist Form.
- 3.8.7 Offer Form Transmittal Letter OF-1, see Section 6, Attachment 2. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SIX, Attachment 1). Failure to do so may delay proper execution of the Contract. Include a signed transmittal letter, Offer Form OF-1, with the complete name and address of Offeror's firm and

the name, mailing address, telephone number, and e-mail address of the person the STATE should contact regarding the Offeror's proposal. Offer Form OF-1 confirms that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

The authorizing signature on the Offer Form, OF-1, may be signed with an e-signature or a photocopied ink signature. If first page of the Offer Form is unsigned or the affixed signature is a facsimile, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- 3.8.8 Offer Form, Pricing OF-2, see Section 6, Attachment 3. Pricing shall be submitted on Offer Form OF-2 The price shall be the all-inclusive cost, including the GET, and cost of insurance, to the State. No other costs will be honored. Any unit prices shall be inclusive.
- 3.8.9 Offeror Statement of Work, see Section 6, Attachment 4. Complete and submit in sections noted. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The Offeror shall include a detailed explanation of the Offeror's methodology to be employed in successfully achieving the project objectives. The scope of work shall be described in sufficient detail to permit objective evaluation of the proposal.
- 3.8.10 Offeror Client Reference Form, see Section 6 Attachment 5
Offerors shall provide a list of past experience based upon relevant projects involving the furnishing and installation an automatic bi-parting front entryway door of a double door (pass thru) steam autoclave, Reverse Osmosis (RO) water treatment system, and an electric boiler and blow down tank, for a Biosafety Laboratory Level 3 (BSL-3) projects that is necessary to complete the scope of work in this Request for Proposals. If the Offeror intends on utilizing subcontractors, Reference Form for each of the subcontractors shall also be completed and included with the RFP by the Offeror. The STATE reserves the right to contact the references to inquire about Offeror's past performance.
- 3.8.11 Subcontractors.
- a. CONTRACTOR Responsibility for Subcontractors. The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No Subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted. It is the Offeror's responsibility to review the requirements of this project and obtain or hold the appropriate specialty Contractor's license. A C-22 Glazing Contractor License is required to complete this project.
 - b. Append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - i. The general scope of work to be performed by the subcontractor;
 - ii. The subcontractor's willingness to perform the scope of work indicated.

- c. Complete and submit a Client Reference Form for each subcontractor, see Section 6, Attachment 5.
- d. Offeror shall complete the Subcontractors List form, see Section 6, Attachment 6. Offeror agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the Offeror, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor's licenses to complete the work.
- e. Removal of Subcontractors. In addition to any rights the STATE has under Law, the STATE shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services. In such a case, the STATE shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the STATE.
- a. Right to Retain Subcontractors. The STATE shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

3.9 RECEIPT AND REGISTER OF PROPOSALS

- 3.9.1 Proposals shall be submitted to the Hawaii State e-Procurement (HlePRO), and due on the date and time specified in the *RFP Schedule and Significant Dates*, or as amended.
- 3.9.2 This electronically submitted proposal shall be considered the original. Any original offers received outside of the HlePRO, including faxed, hand delivered, or e-mailed offers, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.
- 3.9.3 HlePRO Special Instructions. Offeror shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.
- 3.9.4 Offerors are advised to not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.
- 3.9.5 The submission of an offer shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 3.9.6 There is no cost for vendors to register or to submit quotes or bids. However, upon award, the awarded vendor must pay Tyler Hawaii 0.75% of the original awarded amount, capped at \$5,000. When the vendor receives a notice of aware in

HlePRO, HlePRO will automatically generate an invoice to the vendor. The vendor will have 30 days to pay Tyler Hawaii. Online payments are available in the application at <https://hiepro.ehawaii.gov/payment.html>.

3.10 BEST AND FINAL OFFER (BAFO)

If deemed appropriate by the STATE in its sole discretion, the STATE may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the STATE through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO. The BAFO will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 4 Evaluation Criteria.

3.11 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.11.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.11.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.12 MISTAKES IN PROPOSALS

3.12.1 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.12.2 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.12.3 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes may be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.12.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror

to correct them if either is in the best interest of the STATE. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION

CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

- 1) Evaluation Criteria 1 : Total Price. Competitiveness and reasonableness of price, including warranty for equipment coverage and duration and warranty for construction work coverage and duration. (30 points)
- 2) Evaluation Criteria 2: Offeror's Technical Approach. Offeror has demonstrated an overall effective strategy that accomplishes the project objectives as outlined in the Offeror's Statement of Work, Section 6, Attachment 4. Including, but not limited to coordinating and managing the performance of trades, subcontractors, and suppliers, and plans to meet the schedule of deliverables. (40 points)
- 3) Evaluation Criteria 3: Past Performances/ Offeror References. Experience with similar projects. Qualifications to successfully perform the work required and meet the expectations of the STATE as defined in this RFP. (20 points)
- 4) Evaluation Criteria 4: Responsiveness to the requirements of this Request for Proposals as outlined in Section Three. (10 points)

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

An evaluation committee shall evaluate proposals. The committee, selected by the Procurement Officer, shall consist of at least three (3) qualified STATE employees. Additionally, the Procurement Officer may select members from glazing industry to join the committee. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP. The evaluation committee may also contact any references contained in any proposal.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The STATE may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The STATE in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP*

Schedule and Significant Dates. The STATE may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE based on the evaluation criteria set forth in the RFP. The notice of award, if any, resulting from this RFP shall be posted on the HlePRO website.

The STATE reserves the right to cancel the award of the contract for any reason, anytime, before the contract is fully executed and approved.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required to be compliant with all laws governing entities doing business in the STATE including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the STATE.

The STATE will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the STATE to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be available upon request for inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a STATE procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to Stephen Schazenbach, State Laboratories Division, 2725 Waimano Home Road, Pearl City, Hawaii 96782

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Refer to the General Conditions, AG-008 103D (Exhibit 4).

5.11 INSURANCE REQUIREMENTS

The CONTRACTOR shall obtain, maintain, and keep in force throughout the period of the Contract the following types of insurance:

- a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.
- c. Professional liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For general liability, automobile liability, and professional liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The CONTRACTOR shall maintain in effect the liability insurance until the STATE has certified that the CONTRACTOR's work under the Contract has been completed satisfactorily.

Prior to or upon execution of the Contract, the CONTRACTOR shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts

stated above. The certificate of insurance shall be made a part of the Contract.

Each insurance policy required by the Contract shall contain the following clause:

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The general liability and automobile liability insurance policies required by the Contract shall contain the following clause:

The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.

The certificate of insurance shall indicate these provisions are included in the policy.

The CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the Contract, the CONTRACTOR, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

5.12 BOND REQUIREMENTS

Bond Requirements

Performance and Payment Bonds shall be required for Contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, 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. Acceptable performance and payment bonds shall be limited to the following:

- a. Surety bonds underwritten by a company licensed to issue bonds in this STATE; or
- b. Legal tender; or
- c. A certificate of deposit; credit union share certificated; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - i. These instruments may be utilized only up to a maximum of \$100,000 (one hundred thousand dollars).
 - ii. If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.

State Laboratories Division

- d. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be cancelled, and award of the contract shall be made to the next lowest responsible and responsive Bidder.

5.13 PAYMENT SCHEDULE

The STATE reserves the right to negotiate and establish, at time of contracting, a mutually agreeable payment schedule, including progress payments. For purposes of this RFP, a reserve of 5% up to 50% of the contract amount on all items will be kept and used as final payment and shall be paid under the following conditions:

1. Issuance of written notice that the products and services to be provided pursuant to the contract have been completed by selected Contractor
2. Acceptance of the final work and services by the STATE;
3. Receipt of an original or certified copy of a tax clearance certificate issued by DOTAX and IRS, not over two-months old; and
4. All payments shall be in accordance with, and subject to, applicable provisions of Chapters 40 and 103D, HRS.

5.14 INVOICING AND PAYMENT TERMS

Contractor shall e-mail their monthly invoice directly to the designated representative of the STATE after the STATE has notified the Contractor of acceptance of the project deliverables.

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the STATE will reject any offer submitted with a condition requiring payment within a shorter period. Further, the STATE will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The STATE will not recognize any requirement established by the Contractor and communicated to the STATE after award of the contract, which requires payment within a shorter period, or interest payments not in conformance with statute.

5.15 HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT

Offerors (Contractors) shall be incorporated or organized under the laws of the STATE or be registered to do business in the STATE as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR. A certified letter is not required prior to bid opening.

5.17 Wages and Hours of Employees on Public Works Law

Offerors (Contractors) shall ensure that they are in compliance with Hawaii's current statutes regarding employees working on public works construction projects. See Section 6, Exhibit 5.

5.18 Hawaii Product Preferences

The Hawaii Products preference pursuant to ACT 175, SLH 2009 may be applicable for items in this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) by e-mail to stephen.schanzenbach@hawaii.gov prior to 4:30 PM, fifteen (15) days prior to the bid due date for this RFP. View the current Hawaii Products List on the STATE Procurement office (SPO) website at <http://hawaii.gov/spo>.

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo>.

5.19 Non Discrimination Statement

The Hawai'i Department of Health does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or STATE law, in administration of its programs, or activities, and, the Department of Health does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Department's non- discrimination programs, policies, or procedures, you may contact:

Valerie Kato
Acting Non-Discrimination Coordinator
Hawai'i Department of Health
1250 Punchbowl Street, HI 96813,
(808) 586-4400
doh.nondiscrimination@doh.hawaii.gov

If you believe that you have been discriminated against with respect to a Department of Health program or activity, you may contact the Non-Discrimination Coordinator identified above.

To request language or accessibility for this document, please contact: the HDOH Non- Discrimination Coordinator, located at 1250 Punchbowl Street, Honolulu, HI 96813 (Phone: (808) 586-4400 or email: doh.nondiscrimination@doh.hawaii.gov).
Please allow sufficient time for HDOH to meet accommodation requests.

SECTION SIX**ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFEROR CHECKLIST FORM
- Attachment 2: OFFEROR FORM, OF-1
- Attachment 3: OFFEROR FORM, OF-2
- Attachment 4: OFFEROR STATEMENT OF WORK
- Attachment 5: OFFEROR CLIENT REFERENCE FORM
- Attachment 6: SUBCONTRACTOR LIST

- Exhibit 1: OVERVIEW OF THE RFP PROCESS
- Exhibit 2: PHOTOS FRONT ENTRANCE
- Exhibit 3: GENERAL CONDITIONS AG-008 103D
- Exhibit 4: GOODS AND SERVICES CONTRACT AG-003
- Exhibit 5: WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS LAW