Department of Health
State Laboratories Division

RELEASE DATE: November 12, 2026

REQUEST FOR PROPOSALS

Solicitation # RFP: SLD ADMIN 27-006

State Laboratories Division SLD FY27 Duct Insulation

State Laboratories Division
Kama'ule'ule Building
2725 Waimano Home Road
Pearl City, Hawaii 96782

OFFERS ARE DUE AT 2:00 P.M., HAWAII STANDARD TIME (HST) ON

January 6, 2027
(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

AND SHALL BE SUBMITTED TO THE HAWAII STATE E-PROCUREMENT (HIePRO) ACCESSIBLE AT https://hiepro.ehawaii.gov.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION MAY BE SUBMITTED ON HIePRO OR TO STEPHEN SCHANZENBACH BY E-MAIL AT stephen.schanzenbach@doh.hawaii.gov.

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEYDATES

1.1 INTRODUCTION

The Kama'ule'ule Building, a three-story structure spanning 134,570 square feet, was constructed in 1992. Located on Waimano Ridge, the building has served as a hub for laboratory testing, playing a pivotal role in supporting environmental and public health programs statewide.

Since its establishment, the Kama'ule'ule Building has been dedicated to conducting laboratory testing and research to advance environmental and public health programs throughout the state. Over the years, it has contributed significantly to these important fields, emphasizing its role as a cornerstone of public service and scientific endeavor.

1.2 CANCELLATION

The Request for Proposals (RFP) may be canceled 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 TERMS AND ACRONYMS

BAFO	Best and Final Offer
CONTRACTOR	Means the company or firm having a contract with the State
HAR	Hawaii Administrative Rules
HIePRO	Is the State eProcurement System, a system for issuing solicitations, receiving responses, and issuing notices of award
HRS	The laws that govern the State of Hawaii
OFFEROR	Company or Firm that submits a proposal in response to this Request for Proposals
Proposal	The official written response submitted by an Offeror in response to this Request for Proposals
SLD	State Laboratories Division
SUB-CONTRACTOR	Contractor contracted for work by the Prime Contractor
State	State of Hawaii, including its departments, agencies, and political subdivisions

1.4 RFP SCHEDULE AND SIGNIFICANTDATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule may be shifted by the same number of days, or as otherwise adjusted according to the project needs 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	11/12/2026
Pre-Proposal Conference and On-Site Inspection	12/3/2026
Due date to Submit Questions	12/9/2026
Response to Questions	12/11/2026
Proposals Due date/time	**1/6/2027, 2:00 PM**
Proposal Evaluations (approximate)	1/13/2027
Discussion with Priority Listed Offerors (if necessary)	1/15/2027
Best and Final Offer (if necessary)	1/20/2027
Notice of Award (approximate)	1/22/2027
Contract Start Date (approximate)	6/15/2027

1.5 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 **December 3, 2026** at **10:00 a.m**. Interested attendees shall indicate their interest to attend on the HIePRO system at least twenty-four (24) hours in advance of the meeting day. The pre-proposal conference and on-site inspection is not mandatory; however, **Offerors are strongly encouraged to attend to gain a better understanding of the requirements of this RFP.**

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OFPROPOSALS

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 PROJECT OBJECTIVE

This Request for Proposal (RFP) focuses on addressing specific infrastructure needs within the Kama'ule'ule Building. The primary objective is the removal and replacement of HVAC ductwork insulation and the sealing of air leaks within specified areas. These measures are necessary to prevent condensation buildup and leakage, thereby ensuring the continued functionality of essential testing equipment and laboratory spaces.

We invite potential offerors to carefully review this RFP document, which outlines the project's requirements. Your proposals should align with the outlined scope of work and be in accordance with the associated terms and conditions. We appreciate your interest in this project and your dedication to maintaining the Kama'ule'ule Building's operational efficiency and its contribution to the broader objectives of environmental and public health.

Please be aware that the contract award is subject to the availability of funds.

2.2 SCOPE OF WORK

2.2.1 All work shall be in accordance with this RFP, including its attachments, and any addenda.

2.2.2 Offerors will complete and submit Statement of Work, Attachment 4, to detail how the work will be performed and identify the type of materials to be utilized to successfully meet the project objective

2.2.3 Due to limitations in funding availability the scope of work will be divided into Two (2)Phases per below and also reference the as-built drawings, Exhibit 3. The Offerors provide a proposal in the Bid Offer Form, OF-1 and OF-2 , as well detailing in their Statement of Work how the work for each Phase will be accomplished and the estimated time to complete each Phase.

Phase 1 - Third Floor EWA side (Sector 5)

Phase 2 - Third Floor DH side (Sector 2)

Phase 3 - Third Floor EWA side (Sector 4)

2.2.4 Contractor shall provide all labor, supervision, equipment, materials, tools, supplies and all incidentals necessary for removal and replacement of ductwork insulation, sealing, repair or replace flex duct and branch insulation, and to insulate the tops of supply registeres as identified in the as-built drawings, Exhibit 3.

2.2.5 New insulation material and insulated flex duct shall match the existing R= 6.0 minimum installed value, and match or exceed original materials used to seal ductwork.

2.2.6 Contractor shall be responsible for removing ceiling tiles, ceiling grids and gypsum board (in areas with solid ceilings) in order to create sufficient access to properly remove, replace and seal insulation material and ductwork.

2.2.7 Contractor shall be responsible for properly re-installing ceiling tiles and ceiling grid upon completion of work or providing, replacing and installing ceiling with new grid and tiles if original grid and tiles is deemed to be unusable in consultation with approval by the State. Replacement tiles and grid shall be of at least equal to or exceed the original materials that is being replaced. Refer to Exhibit 3 for finish schedule of ceilings

2.2.8 Contractor shall repair and paint any solid ceilings that was opened to access the duct work with materials and color that equals or exceeds the materials removed in consultation with and approval by the State. Refer to Exhibit 3 for finish schedule of ceilings.

2.2.9 Contractor shall be responsible for protecting below ceiling work areas from dust and debris.

2.2.10 HVAC shutdowns shall be scheduled only for Saturday, Sunday, or a State holiday. Shutdowns shall begin no earlier than 6:00 p.m. Hawaii Standard Time (HST) on the day proceeding the scheduled weekend/holiday. State must be allowed to restart HVAC/air handler by 8:00a.m. Hawaii Standard Time (HST) on the next regular State workday. Contractor shall schedule shutdowns in advance and in consultation with the State prior to beginning work in designated spaces.

2.2.11 Prep work, removal, installation, and clean up in a designated space shall be completed in a consecutive 6 (six) calendar day period and the Contractor shall schedule work times in consultation with the State.

2.2.12 Contractor shall be responsible for ensuring proper signage and barriers are in place to prevent accidental entry and injury by building occupants while work is being conducted

2.3 TERM OF CONTRACT

The contract shall be for a period of three (3) months and is intended to begin approximately on June 15, 2027 and end on September 14, 2027. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the CONTRACTOR, prior to the expiration date, for not more than ONE (1) additional TWELVE (12) month period, or parts thereof. The contract may be extended if the price remains the same or lower OR the price is adjusted pursuant to Section 2.7 Contract Changes.

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 TEN (10) working days.

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 – UNANTICIPATEDAMENDMENTS

During the course of the contract, the CONTRACTOR may be required to perform additional work 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 a firm price for the additional work.

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.

Any changes to the Contract shall be made in accordance with Section 3-125-4, Hawaii Administrative Rules.

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 RFP Requirements;

2.7.3 Contractor shall become familiar with all the job requirements prior to the submission of proposal. Change may be initiated by the Procurement Officer in accordance with Section 3-125-4, Hawaii Administrative Rules.

2.7.4 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 Statement of Work (SOW). Site visits can be arraigned 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.

2.7.5 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.

2.7.6 Contractor shall be responsible for meeting all required Federal, State and County laws including all OSHA and HIOSH requirements pertaining to personnel safety for the work involved

2.7.7 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 the Contractor’s employees or agents shall be replaced or repaired to the satisfaction of the State by the Contractor at the Contractor’s own expense.

2.7.8 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;

2.7.9 Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

2.7.10 Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;

2.7.11 Subcontractors are not authorized to work on this contract and shall not perform any work under the awarded vendor unless the Contractor receives prior approval from the State.

2.7.12 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 subcontractors that are subsequently declared in the bid are therefore subject to meet the same qualification and performance requirements as the awarded vendor

2.7.13 Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

2.7.14 Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems.

2.8 RE-EXECUTION OF WORK

The CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contact 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.

2.9 GUARANTEES AND WARRANTIES

Minimum three (3) year warranty on parts from date of final completion and acceptance to the original user of the materials if it should prove defective. The manufacturer shall replace the defective parts without charge to the State of Hawaii.

Contractor shall provide a written warranty that the completed project is free from any workmanship defects for a period of one (1) year from the date of the whole project's final acceptance. The warranty shall state that, in case of any workmanship defects that occur within the period of one (1) year, the Contractor shall implement the necessary corrective work without charge to the State of Hawaii for the costs of materials, labor, and equipment use.

All guarantees and warranties shall be made out to the "State of Hawaii." Supplier and subcontractor guarantees shall be co-signed by the Contractor.

The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.

2.10 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 Schanzenbach
State Laboratories Division
2725 Waimano Home
Road Pearl City, HI 96782
Tel: (808) 453-6651
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 (HIePRO) 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 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 of Hawaii.

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 in writing and with justification to support the Offeror's confidentiality claim under the law. Price is not considered confidential and will not be withheld.

3.5.1 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 take 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 taken, a description of the exception taken, 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 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 possibleshortfalls.

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 the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposals shall be submitted in size 11 Arial font or equivalent.

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 all applicable taxes, 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 on relevant projects involving the removal and replacement of HVAC ductwork insulation and the sealing of airleak projects within said ductwork that is necessary to complete the scope of work in this Request for Proposals. If the Offeror intends to utilize subcontractors, a Reference Form for each of the subcontractors shall also be completed and included with the RFP. 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 determine the appropriate specialty Contractor's license that are 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 thesubcontractor;
   ii. The subcontractor's willingness to perform the scope of workindicated.

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 join 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 for a good cause. 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

f. 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 (HIePRO), 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 HIePRO, 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 HIePRO Special Instructions. Offeror shall review all special instructions located on the HIePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HIePRO by the due date and time.

3.9.4 Offerors are advised to not wait until the last minute to submit their proposal on HIePRO. Offerors should allow ample time to review their submittals on HIePRO, 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, HIePRO 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 HIePRO, HIePRO 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 HIePRO 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 takin into consideration the Evaluation Criteria set forth in Section 4 Evaluation Criteria.

3.11 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OFOFFERS

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 should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may

be corrected or withdrawn pursuant to thissection.

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 shall 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 bewithdrawn.

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 wasmade.

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 orquantity.

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: Ability to ability to complete the scope of work within the time frame and with the limitations identified in this RFP. A higher score shall be given to Offerers who have adequate staffing and whose proposed schedule completes the project in the fewest number of weeks. (30 points)

2) Evaluation Criteria 2: Offeror's Technical Approach. Offerer has demonstrated an overall effective strategy that accomplishes the State's objectives in a safe and efficient manner and is detailed 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. A large portion of the points for this category will be based on the extent to which the Offeror's proposed work approach limits the need to shutdown the HVAC system. A higher score shall be given to Offerers who develop a work plan which limits or eliminates the need to shutdown the HVAC chillers and Air Handlers (reduced need for weekend work). (20 points)

3) Evaluation Criteria 3: Total Cost. Competitiveness and reasonableness of price. (15 points).

4) Evaluation Criteria 4: Duration of warranty coverage (labor and materials), including post project support. (10 points)

5) Evaluation Criteria 5: Quality of proposed materials for entire scope of the project. (10 points)

6) Evaluation Criteria 6: Risk Assessment and Mitigation. Identification of potential risks associated with the project and Offeror's strategies for risk mitigation. (10 points)

7) Evaluation Criteria 7: References and Past Performance for both the Offeror and the Offeror's subcontractors. Experience with similar projects and possessing the necessary qualifications and expertise to successfully perform the work required and meet the expectations of the State as defined in this RFP. (5 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 Office may select members from 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 HIePRO 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 THECONTRACT

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

5.6 PUBLIC EXAMINATION OFPROPOSALS

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 the Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

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 6).

5.11 INSURANCE REQUIREMENTS

Refer to the Special Provisions (Exhibit 2).

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. 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.

c. 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% 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 estimate 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 CONTRACT INVALIDATION

If any provision of this Request for Proposal (RFP) is found to be invalid, such invalidation will not be construed to invalidate the entire RFP.

5.16 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 7.

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: SPECIAL PROVISIONS-INSURANCE
- Exhibit 3: AS-BUILT DRAWINGS KAMA'ULE'ULE BUILDING
- Exhibit 4: GENERAL INFORMATION AND REQUIREMENTS
- Exhibit 5: GENERAL CONDITIONS AG-008 103D
- Exhibit 6: WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS LAW
- Exhibit 7: GENERAL PROVISIONS