



# DEPARTMENT OF HAWAIIAN HOME LANDS

RELEASE DATE: September 3, 2019

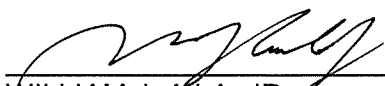
## REQUEST FOR PROPOSALS No. RFP-20-HHL-004

### SEALED OFFERS FOR

## Ho'olehua Veteran and Homestead Resident's Center STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON NOVEMBER 8, 2019

AT HALE KALANIANA'OLE, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707. DIRECT  
QUESTIONS RELATING TO THIS SOLICITATION TO MITCHELL KAWAMURA, TELEPHONE  
(808) 620-9278, FACSIMILE (808) 620-9299 OR E-MAIL AT [mitchell.h.kawamura@hawaii.gov](mailto:mitchell.h.kawamura@hawaii.gov).

  
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WILLIAM J. AILA, JR.  
CHAIRMAN  
HAWAIIAN HOMES COMMISSION  
PROCUREMENT OFFICER

## 1.4 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 a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. 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	September 3, 2019
Deadline for DHHL to receive written inquiries to be answered at the Pre-Proposal Conference Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	September 18, 2019
Pre-Proposal Conference Location: Lanikeha Community Center, 2200 Farrington Avenue, Ho`olehua, Molokai	September 25, 2019
Deadline to Submit Written Inquiries	October 2, 2019
DHHL's Response to Offeror's Written Inquiries Distributed	October 11, 2019
Proposals Due (date/time) Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	2:00 p.m. (HST), November 8, 2019
Notice of Compliance Qualification/Disqualification	November 15, 2019
Determination of "Priority List" Offerors	November 20, 2019
Discussion with Priority Listed Offerors (if necessary)	November 27, 2019
Best and Final Offer (if necessary)	December 6, 2019
Notice of Selection	December 13, 2019
Notice to Proceed	April 1, 2020

RFP documents may be obtained at the State Procurement Office (SPO) website:

<https://hands.ehawaii.gov/hands/opportunities/>

There is no fee assessment to download the RFP documents from the SPO website. It is the responsibility of potential offerors to check the SPO website for any addenda issued by DHHL.

## 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: September 25, 2019  
Time: 10:00 a.m.  
Location: Lanikeha Community Center  
2200 Farrington Avenue, Ho`olehua, Molokai

## **1.6 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/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

## **1.7 NOTICE OF INTENT TO SUBMIT OFFER**

In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written notice of intention to submit an offer must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed or e-mailed to the office indicated in the Request for Proposals.

The written notice must be received by the office indicated in the Request for Proposals no later than 2:00 p.m. on the tenth calendar day prior to the day designated for receipt of proposals. If the tenth calendar day prior to the day designated for receipt of proposals is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped. If the notice is faxed, the time of receipt by the Department fax machine shall be official.

It is the responsibility of the prospective Offeror to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Offeror or by any method of conveyance chosen by the prospective Offeror.

## **SECTION TWO**

### **BACKGROUND AND SCOPE OF WORK**

#### **2.1 PROJECT OVERVIEW AND HISTORY**

The DHHL is issuing this Request for Proposals (RFP) for the design and construction of a joint Moloka'i Veteran and DHHL Homestead Resident's Center on Hawaiian Home Lands at 2200 Farrington Avenue, Ho'olehua, Moloka'i, TMK: (2) 5-2-015: 053. The Project includes an assembly building, parking lot, individual wastewater system, infrastructure, ground and site improvements, furniture, equipment, furnishings and appurtenances.

This project is to implement a Legislative appropriation to fulfill a need for Veteran services and other homestead related community services within the Hoolehua homestead area. Being adjacent to the Molokai Airport, as well as being situated in the homestead area, Hoolehua provides a prime location for a service center.

The sample plans attached to this RFP (Exhibit N) and sample specifications (Exhibit O) attached to this RFP represent minimum requirements and are provided for information only. Offerors shall produce their own plans on which the proposed price will be based. The selected contractor shall be responsible for submitting the final plans to the County and/or appropriate approving agency (or agencies) for approval and permits, and for payment of any fees.

This project has received SHPD AMP, Chapter 6E-8 Historic Preservation Acceptance, and NPDES General Permit and SPPP approvals (Exhibits I to M).

#### **2.2 SCOPE OF WORK**

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

##### **2.2.1 DHHL Project Objectives**

Proposals shall meet DHHL's overall objectives for the Project, which are summarized below:

- To design and construct an approximately 6,600 square foot community center as specified in this RFP.
- To provide a facility for veteran services and other homestead related community services within the Ho'olehua homestead area in accordance with the minimum program requirements for the building and site.
- To incorporate green building practices into the construction of the proposed community center to achieve a lower cost of operation by minimizing energy use.
- Total Project Cost for design and construction: \$4,000,000
- Proposed Notice to Proceed date: January 1, 2021
- Anticipated Start of Construction: January 1, 2021

### **2.2.2 Work Product**

Offerors shall provide proposed cost for design and construction of the community center, including on- and off-site infrastructure improvements and equipment, in place and complete. Proposed amount shall reflect all hard and soft costs.

The designs must include specifications to meet at least the following minimum requirements and standards, including but not limited to:

- Roofing (minimum 25-Year Warranty)
- All appliances must be Energy Star rated.
- Free-standing range with oven
- Range hood with ventilation fan
- Garbage disposal (1 HP minimum)
- Solar water heating system
- Photo-voltaic system
- Ceiling fans
- Fire extinguishers
- Exterior building signage
- Interior building signage
- Furniture and equipment

### **2.2.3 Contractor's Responsibilities**

The Contractor shall be responsible for, but not limited to, the following. Cost of these items shall be incidental to and included in the proposed price.

- 1) Assemble and coordinate a development team for the Project. Identify the Responsible Managerial Employee who shall be the authorized representative for the entire project. Identify consultants and subcontractors to be employed in the Project.
- 2) Provide plans, which meet or exceed the quality of the DHHL requirements. Plans shall be designed to meet all State and County code requirements and provisions of the Americans with Disabilities Act (ADA).
- 3) Obtain all permits (e.g., building and grading permits) and approvals required for construction in accordance with the requirements of the County and other agencies having jurisdiction over the Project, including the State of Hawai'i, Department of Health, Disability and Communication Access Board (DCAB).
- 4) Perform site inspection and accept all existing conditions within the project site, prior to start of construction. Proposed price shall include any site work needed to construct the Project. Contractor shall be responsible and repair all damages caused to existing improvements within the project site.
- 5) Construct the Project per DHHL, State and County approved plans and specifications and according to applicable codes.
- 6) Upgrade existing water meter(s) serving the property if necessitated by the water demand (flow rate and pressure) requirements of the new facility. Cost to replace the existing water meter shall be included in cost proposal.

- 9) Provide geotechnical inspections and compaction tests prior to concrete pours for the foundations. Written reports and compaction test results shall be provided to DHHL.
- 10) DHHL will provide construction management services. The Construction Manager is DHHL's inspector and will not advise the Contractor regarding means and methods of construction. The Contractor shall coordinate all inspections with the construction manager, architect, geotechnical engineer, structural engineer, County, State and Federal agencies. The Contractor will provide weekly written reports to the Department.
- 11) Be responsible for dust control, noise control, erosion control and related damages.
- 12) Close all permits (e.g., certificate of occupancy, building and grading permits, etc.) and provide "as-built" drawings.
- 13) Observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled "Requirements of Chapter 104, Hawai'i Revised Statutes, Wages and Hours of Employees on Public Works Law". Including, but not limited to, submittal of a certified copy of each weekly payroll to the Department within seven (7) calendar days after the end of each weekly payroll period. Failure to do so on a timely basis shall be cause for withholding of payments, termination of the contract, and/or debarment. The Contractor shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision, any amendments thereto during the period of the contract, and that the classifications set forth for each laborer and mechanic conform with the work they performed.
- 14) Maintain payroll records for all laborers and mechanics working at the site of the work during the course of the work and preserve for a period of four (4) years thereafter.
- 15) Provide sufficient warranties to ensure correction of construction defects during the warranty period of two (2) years.
- 16) Allow DHHL access for inspections and other purposes.
- 17) Provide archaeological monitoring and reporting services.
- 18) Provide all necessary documentation to obtain an Approval to Operate (ATO) for the Individual Wastewater System (IWS) from the State of Hawai'i, Department of Health, Wastewater Branch.
- 19) To incorporate green building practices into the construction of the proposed community center in to achieve a lower cost of operation by minimizing energy use.

## **2.3 HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES**

- 1) Grant right-of-entry to the Contractor for the construction of the Project.
- 2) Pay water facility charges.
- 3) Monitor construction for compliance with approved plans and specifications.
- 4) Coordinate with the licensee of the adjacent Ho'olehua (Lanikeha) Community Center which will remain in use during construction.

## **2.4 TERM OF CONTRACT**

The contract shall be for a period of twelve (12) months and is intended to begin approximately on January 1, 2021 and end on December 31, 2021.

Unless terminated, the Contractor and the State may extend the term of the contract for an additional two (2) periods of 90 calendar days or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract.

When interests of the State or the Contractor so require, the State may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

## **2.5 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Mitchell Kawamura, Project Manager, (808) 620-9278, or authorized representative, is designated the Contract Administrator.

## **2.6 OFFEROR QUALIFICATIONS**

Minimum Qualifications for Offerors, at the time the proposal is submitted:

- 1) At the time of the submittal of the proposal, the Offeror must be authorized to do business in the State of Hawai'i and have all licenses necessary to carry out the design and construction of the Project. All persons and entities to be used on the design and construction shall possess all required professional and other licenses issued by the State of Hawai'i including, but not limited to, architects, engineers, contractors, subcontractors, and others.
- 2) At the time of submittal of the proposal, the Offeror shall not be in default or have failed to perform under any contract, agreement, development or design-build agreement, or lease with the State of Hawai'i, and not have any outstanding judgments.

## **2.7 DISQUALIFICATION OF OFFERORS**

Any one or more of the following causes will be considered as sufficient for the disqualification of an Offeror and the rejection of its proposal or proposals:

- 1) Non-compliance with Section 103D-310 HRS.
- 2) Evidence of collusion among Offerors.

- 3) More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.
- 4) Delivery of proposals after the deadline specified in the advertisement calling for proposals.
- 5) Debarment or suspension pursuant to Section 103D-702, HRS.
- 6) An incomplete offer/proposal.



## **SECTION THREE**

### **PROPOSAL FORMAT AND CONTENT**

#### **3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

#### **3.2 REQUIRED REVIEW**

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, 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.

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the DHHL in writing prior to the deadline for written questions as stated in the 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.

#### **3.3 PROPOSAL PREPARATION COSTS**

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

#### **3.4 TAX LIABILITY**

3.4.1 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 Hawai'i GET at the current 4.5% for sales made on O'ahu and Kaua'i, 4.25% on the island of Hawai'i, and at the 4% rate for the islands of Maui, Moloka'i, and Lāna'i. 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.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawai'i 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.

### **3.5 PROPERTY OF STATE**

All proposals become the property of the State of Hawai'i.

### **3.6 CONFIDENTIAL INFORMATION**

3.6.1 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.

3.6.2 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 to facilitate eventual public inspection of the non-confidential portion of the proposal.

### **3.7 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 of the AG General Conditions incorporated and attached to this RFP, shall be considered.

### **3.8 PROPOSAL OBJECTIVES**

3.8.1 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.

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.8.5 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.

- 3.8.6 Offeror shall provide proposed cost for design and construction of the community center, including on- and off-site infrastructure improvements and equipment, in place and complete. Proposed amount shall reflect all hard and soft costs.

### **3.9 PROPOSAL FORMS**

- 3.9.1 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.

- 3.9.2 Offer Form, Page OF-1. 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 SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form OF-1A, Experience and Capabilities. The Development team information shall be submitted on Offer Form OF-1A (SECTION SEVEN, Attachment 2).

- 3.9.4 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2, Attachment 3. The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

- 3.9.5 Handwritten offers are not acceptable.

### **3.10 PROPOSAL CONTENTS**

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all of the information requested in this RFP in the order specified.

3.10.5 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.

- a. Transmittal Letter
- b. Offer Form, OF-1
- c. Offer Form OF-1A, Experience and Capabilities.
- d. Offer Form OF-2, Proposal, Strategy and Projected Timetable.

### **3.11 RECEIPT AND REGISTER OF PROPOALS**

Proposals will be received, and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

### **3.12 BEST AND FINAL OFFER (BAFO)**

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

### **3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

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

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

### **3.14 MISTAKES IN PROPOSALS**

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 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 this section.

3.14.3 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.

- 3.14.4 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 be withdrawn.
- 3.14.5 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.**

<i>Criteria Description</i>		<i>Points</i>
1.	Proposed price (including adjustments for preferences as applicable).	40
2.	Offeror's qualifications, experience, creativity, and track record in construction projects of a similar nature.	20
3.	Proposed designs.	20
4.	Proposed outline specifications.	10
5.	Green building features.	10
	Unusual or unacceptable terms and conditions (potential penalty of up to 10 points).	
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## SECTION FIVE

### **CONTRACTOR SELECTION AND CONTRACT AWARD**

#### **5.1 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

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 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.

#### **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 Hawai'i Compliance Express (HCE).

**Hawai'i 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 shall 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 required 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 made available for public 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 Procurement Officer at:

Honorable William J. Aila, Jr., Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawai'i 96707



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.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/awards>.

## **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**

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawai'i 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.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

## **5.11 INSURANCE**

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

<u>Insurance Coverage</u>	<u>Minimum Policy Limits</u>
General Liability	\$2,000,000.00 in the aggregate for property damage; \$1,000,000.00 per occurrence for injuries to or death of any one person in any accident in the aggregate
Workers' Compensation	As required by Hawai'i laws
Fire and extended coverage	100% replacement value
Builder's risk covering the general contractor and all subcontractors	100% replacement value
Malicious mischief	100% replacement value

Flood insurance (if required)      Maximum coverage available

The insurance policies shall be in a form and substance including amounts of coverage, acceptable to DHHL.

Developer shall furnish DHHL with insurance policies and/or certificates, which shall name DHHL as an additional insured. Such insurance policies shall provide that the insurance company shall give DHHL no less than thirty (30) days prior written notice of any termination or cancellation of such insurance policies.

Developer acknowledges notice that it is free to procure all required insurance policies, from any insurance company authorized to do business in the state of Hawai'i, pursuant to chapter 479, Hawai'i revised statutes.

5.11.2 The Contractor shall deposit with DHHL, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy DHHL that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to DHHL during the entire term of the Contract. Upon request by DHHL, the Contractor shall furnish a copy of the policy or policies.

5.11.3 The Contractor will immediately provide written notice to DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

5.11.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

## **5.12 REQUIREMENTS FOR PERFORMANCE BONDS**

Pursuant to HAR §3-122-224, before any contract is entered into, the Developer shall provide performance and payment bonds to the State. The bonds shall each be in the penal sum of one hundred percent (100%) of the amount of the contract awarded.

If the option to extend an additional extension period is mutually agreed upon, the Contractor shall provide a new performance bond with the Supplemental Agreement to the contract.

### **5.13 PAYMENT**

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of reports that meet the expectations of the RFP/awarded contract. The monthly payments shall be based on the items of work satisfactorily completed and the value thereof at unit prices and/or lump sum prices set forth in the contract as determined by the Project Manager.

### **5.14 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **5.15 NO ASSIGNMENTS**

The Contractor may not assign the Contract without DHHL's written consent. If the Contractor desires to assign the Contract, the assignee must submit a "Contractor's Application and Qualification Form," meet all requirements imposed by DHHL, and must be acceptable to DHHL. If DHHL shall consent to an assignment of the Contract, DHHL shall not be required to release the Contractor, including any guarantor nor security which secures the payment and performance of the Contractor's obligations under the Contract.

### **5.16 RELATIONSHIP BETWEEN THE CONTRACTOR AND DHHL**

There will be no partnership, joint venture, employer and employee, master and servant, or other agency relationship between DHHL and Contractor. The Contractor, inclusive of any person acting by, through, under, or for the benefit of the Contractor, such as, for example, any real estate broker or sales person, will not represent or hold itself out as being a partner, joint venture, employee, servant, or agent of DHHL, nor will the Contractor, inclusive of any person acting by, through, under, or for the benefit of Contractor, have any authority to bind, act for, or represent DHHL in any respect. The Contractor will be constructing the Project on the Contractor's own behalf and will release, indemnify, defend, and hold DHHL harmless from all claims, demands, lawsuits, judgments deficiencies, damages (whether paid by DHHL as part of a settlement or as a result of a judgment), and expense, including attorney's fees, and all costs of suit, made against DHHL or incurred or paid by DHHL arising out of or in connection with Contractor's design and construction of the Project.

## SECTION SIX

### SPECIAL PROVISIONS

#### 6.1 OFFER GUARANTY

An acceptable proposal security deposit shall be in an amount equal to at least five percent of the amount offered and shall be limited to: a bond in a form satisfactory to the State underwritten by a company licensed to issue bonds in this State; legal tender; or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, official check, or certified check may be utilized only to a maximum of \$100,000, provided however, if the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions, may be submitted.

If an offer does not comply with the security requirements, the offer shall be rejected as non-responsive, unless the failure to comply is determined by the chief procurement officer, the head of a purchasing agency, or the designee of such officer to be non-substantial pursuant to section 3-122-223, Hawaii Administrative Rules (HAR).

#### 6.2 PREFERENCES (include as applicable)

##### a. HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/>. Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the Offeror's ability to supply Hawaii products, the Offeror shall notify the procurement officer in writing no later than five working days from when the Offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

**b. Apprenticeship Agreement Preference.**

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% cost adjustment applied to the offeror's amount for offerors that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference shall apply.

To be eligible for the preference, the offeror shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the offer is made for each apprenticeable trade the offeror will employ to construct the public works project for which the offer is being made.
  - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
  - c. The offeror is not required to have apprentices in its employ at the time the offer is submitted to qualify for the preference.
  - d. If a offeror's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the offeror need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The offeror is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
  - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A offeror's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the offeror only employs carpenters to perform work in the carpentry and labor trades, then the offeror only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same offeror employs both carpenters and laborers, then the offeror will not qualify for the preference if the offeror is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the offeror will employ to perform the work;

3. For each trade to be employed to perform the work, the offeror shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17* (*Certification Form 1*) verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the offeror with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed signed original must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the offeror from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://hawaii.gov/labor/wdd>

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the offeror will not qualify for the preference.

If the offeror is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the offeror's total proposal amount by five per cent (5%) for evaluation purposes.

Should the offeror qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the offer amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low offeror, the contract awarded shall be the original offer amount, exclusive of any preferences. The preference is only for evaluation purposes.

## **SECTION SEVEN**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-1A
- Attachment 3: OFFER FORM, OF-2
- Exhibit A: GENERAL PROVISIONS
- Exhibit B: CONTRACT FORM and AG GENERAL CONDITIONS
- Exhibit C: OVERVIEW OF THE RFP PROCESS
- Exhibit D: DHHL CONSTRUCTION GENERAL CONDITIONS
- Exhibit E: BOND FORMS
- Exhibit F: WAGE RATE SCHEDULE BULLETIN NO. 494 & 495
- Exhibit G: APPRENTICE SCHEDULE BULLETIN NO. 494 & 495
- Exhibit H: GEOTECHNICAL REPORT
- Exhibit I: ARCHAEOLOGICAL MONITORING PLAN
- Exhibit J: SHPD CHAPTER 6E-8 HISTORIC PRESERVATION ACCEPTANCE LETTER
- Exhibit K: NPDES NOTICE OF GENERAL PERMIT COVERAGE
- Exhibit L: NPDES NGPC ADMINISTRATIVE EXTENSION
- Exhibit M: STORMWATER POLLUTION PREVENTION PLAN
- Exhibit N: SAMPLE BUILDING PLANS (MINIMUM REQUIREMENTS)
- Exhibit O: SAMPLE SPECIFICATIONS (MINIMUM REQUIREMENTS)
- Exhibit P: MINIMUM PROGRAM REQUIREMENTS – BUILDING
- Exhibit Q: MINIMUM PROGRAM REQUIREMENTS – SITE
- Exhibit R: TAX MAP
- Exhibit S: HAWAII BUILTGREEN USER GUIDE
- Exhibit T: HAWAII BUILTGREEN CHECKLIST

## OFFER FORM OF-1

Ho'olehua Veteran and Homestead Resident's Center  
STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
RFP-20-HHL-004

Honorable William J. Aila, Jr., Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawai'i 96707

Dear Chairman Aila:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ \*Corporation    ☐ Joint Venture

☐ Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

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

(x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\*\* \_\_\_\_\_

**Exact Legal Name of Company (Offeror)**

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:



## **OVERVIEW OF THE RFP PROCESS**

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall be delivered to the Department of Hawaiian Home Lands per the RFP instructions. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.
4. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
5. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
6. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
7. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
8. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
9. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

10. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
11. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
12. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
13. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.