

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

**REQUEST FOR PROPOSALS**

**RFP No. DLNR-PCC24-01**

SEALED PROPOSALS TO PROVIDE

**PREQUALIFIED CONTRACTORS TO PROVIDE GENERAL  
CONTRACTOR A &/or B SERVICES STATEWIDE**  
FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES

will be received up to 2:00 p.m., HST  
on March 7, 2024

Via email to:  
Denise Manuel  
[DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov)

Questions relating to this solicitation may be directed to Denise Manuel  
via email at [DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov)

Approved: \_\_\_\_\_



CARTY S. CHANG, P.E.  
Chief Engineer  
Engineering Division

STATE OF HAWAII  
Department of Land and Natural Resources  
1151 Punchbowl Street, Rm 221  
Honolulu, HI 96813  
Telephone: (808) 587-0230

February 5, 2024

## REGISTRATION FORM

### For Online Solicitations

Offerors interested in this solicitation are highly encouraged to register by completing and submitting this Registration Form. This form must be e-mailed to [DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov).

Only Offerors who are registered by the deadline provided below for offers will be forwarded addenda and/or other procurement notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving any addenda and/or other solicitation related notices via email from the DLNR; the Offeror's submittal may therefore be rejected and not considered for award if addenda and/or procurement notices are not complied with.

Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this RFP, as well as subsequent interpretations and addenda, if any.

After registration, Offeror shall then carefully review the solicitation requirements, making special note of any deadlines stated.

Solicitation Number:	DLNR-PCC24-01
Solicitation Title:	<b>PREQUALIFIED CONTRACTORS TO PROVIDE GENERAL CONTRACTOR A &amp;/or B SERVICES STATEWIDE</b>
Solicitation Deadline:	March 7, 2024
Name of Company:	
Mailing Address:	
Name of Offeror's Contact Person:	
Offeror's Contact Email Address:	
Offeror's Contact Tel. No.:	

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## **SECTION I**

### **ADMINISTRATIVE OVERVIEW; NOTICE TO OFFERORS; KEY DATES**

#### **1.1 DEPARTMENT OF LAND AND NATURAL RESOURCES OVERVIEW**

The Department of Land and Natural Resources (DLNR) strives to enhance, protect, conserve, and manage Hawaii's unique and limited natural, cultural, and historic resources held in public trust for current and future generations of the people of Hawaii nei, and its visitors, in partnership with others from the public and private sectors.  
<https://dlnr.hawaii.gov/>

#### **1.2 RFP PURPOSE**

DLNR has numerous projects that it manages across all islands of the State of Hawaii. This solicitation seeks to award multiple indefinite quantity contracts to perform a full range of General Contractor A &/or B licensed work at DLNR facilities as the need arises. The projects will be performed at DLNR sites and facilities throughout the State of Hawaii. Firms who are awarded a contract under this solicitation will be added to a prequalified contractor pool.

The purpose of this RFP is to establish a qualified pool of contractors. Contractors selected for the pool will then be invited to bid on General Contractor A &/or B projects as they arise over the period of the contract as determined by the DLNR. The pool will consist of **ten (10) A licensed contractors and fifteen (15) B licensed contractors**. Three (3) contractors from the pool will be selected to submit a bid for each project issued. The DLNR will determine which three (3) contractors will be assigned to compete for each project, with rotation among the awardees as much as practicable. Each project will be awarded pursuant to the evaluation criteria set forth under the terms of this RFP. Only companies awarded as a qualified contractor shall be eligible to compete for projects issued under the awards from this RFP. The project size is expected to range from \$25,000.00 to \$350,000.00 but may be any amount, with the funds allocated to total projects cumulatively issued to all awardees determined by need and available funding. The DLNR reserves the right to solicit General Contractor A &/or B projects outside of this award at its sole discretion.

#### **1.3 NOTICE TO OFFERORS**

Pursuant to the Hawaii Public Procurement Code, Chapter 103D-303, Hawaii Revised Statutes (hereinafter "HRS"), the DLNR is issuing this Request for Proposals to Offerors. All work performed under the award(s) resulting from this solicitation shall be subject to the Attorney General (AG) General Conditions and Interim General Conditions, October 1994 Edition ("IGCs"), attached as Exhibit A.

By submitting a proposal under this RFP, Offerors agree to accept the terms of the AG General Conditions and IGCs as well as the terms and conditions of this RFP. Requests

for changes or questions regarding these terms and conditions will only be accepted up to the deadline for submission of written questions (see section 1.7 Key Dates below).

Only those changes authorized by the DLNR and memorialized in an addendum to this RFP will be allowed.

Proposals must be submitted with the attached Offeror Form (OF-1), Proposal Form 1.

Upon award of a contract, the contractor must comply with Responsibility of Offerors Section 3-122-112, Hawaii Administrative Rules (hereinafter “HAR”).

#### **1.4 PROCUREMENT AUTHORITY**

This procurement is being conducted as a competitive proposal in accordance with the procedures set forth in §103D-303 of the HRS and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the HAR. The relevant provisions of Chapter 103D, HRS, and their associated Administrative Rules, are incorporated by reference and made a part of this RFP.

#### **1.5 ISSUING OFFICE AND RFP CONTACT PERSON**

The following person from the issuing office listed below is the sole point of contact for this RFP. Communication with any other contact person from the date of release of this RFP until the selection of the successful Offeror without approval, may result in disqualification.

Issuing Office:

State of Hawaii  
Department of Land and Natural Resources  
Engineering Division  
1511 Punchbowl Street, Rm 221  
Honolulu, HI 96813

RFP Point of Contact:

Denise Manuel  
[DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov)  
808-587-0230

#### **1.6 ORGANIZATION OF THE REQUEST FOR PROPOSAL (RFP)**

This RFP is organized into five sections with supporting appendices, as follows:

Section I	ADMINISTRATIVE OVERVIEW; NOTICE TO OFFERORS; KEY DATES Provides Notice to Offerors, a general overview on the organization and purpose of this RFP, background information on the critical need for service, authorities relating to the issuance of the RFP, and the RFP procurement timetable.
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- Section II      **PROCUREMENT PROCESS**  
Provides a general description of the State’s procurement procedures, methodology, and the review of Proposals.
- Section III     **SCOPE OF SERVICES AND REQUIREMENTS**  
Provides Offerors with a general description of the tasks to be performed, delineates the DLNR and Selected Offeror’s (CONTRACTOR) responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section IV     **PROPOSAL CONTENTS, CRITERIA, AND EVALUATION**  
Describes the required format and content for the Offeror's submittal and establishes requirements for the RFP. Describes how Proposals will be evaluated by the DLNR.
- Section V      **EXHIBITS**  
Describes those provisions and conditions unique to this RFP and provides attachments, appendices, and exhibits in the provisions for Offeror’s review and response.
- Exhibit A: AG General Conditions and Interim General Conditions, October 1994 Edition (IGC)
- Exhibit B: Checklist
- Exhibit C: Reference Questionnaire
- Section VI     **PROPOSAL FORMS**
- Offeror Form (OF-1), Proposal Form 1
- Offeror Certification, Proposal Form 2
- List of Any Lawsuits or Pending Legal Action, Proposal Form 3
- Financial Solvency Certification, Proposal Form 4
- Offeror Information, Proposal Form 5
- Comparable Construction Experience, Proposal Form 6 (a-d)
- Work Capabilities, Proposal Form 7

## **1.7 RFP KEY DATES**

Except as noted, the following schedule represents the DLNR’s best estimate. All times indicated reflect Hawaii Standard Time (HST). If any component of this schedule is delayed, the rest of the schedule will likely be amended by the same number of days. The DLNR reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the DLNR’s best interest.

Please reference *Section IV, PROPOSAL CONTENTS, CRITERIA, AND EVALUATION*, of this RFP for Proposal submittal requirements.

Public Notice announcing Request for Proposals (RFP)	February 5, 2024
Registration	February 12, 2024
Pre-proposal Conference (virtual)	February 14, 2024
Deadline for submission of written questions	February 21, 2024
DLNR's responses to written questions	February 28, 2024
<p><b>Proposals due via email to:</b> Denise Manuel <a href="mailto:DLNR.EN.Contractadmin@hawaii.gov">DLNR.EN.Contractadmin@hawaii.gov</a></p> <p><b>THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY DLNR'S ENGINEERING DIVISION.</b></p> <p><b>An additional wet signature copy to be provided to:</b> State of Hawaii Department of Land and Natural Resources Engineering Division 1511 Punchbowl Street, Rm 221 Honolulu, HI 96813</p> <p>ONLY THE EMAIL PROPOSAL IS REQUIRED TO MEET THE SUBMITTAL DEADLINE; HARD COPY TO FOLLOW WITHIN TEN (10) WORK DAYS.</p>	March 7, 2024
Evaluation of Proposals	March 22, 2024
Best and Final Offer (BAFO) (Optional solely at DLNR's discretion) *	TBD if applicable
Contractor Selected (if no BAFO)	TBD
Contract Award	April 15, 2024
Contract Commencement Date/Notice to Proceed	May 10, 2024

\*In the event of a BAFO, an addendum will be issued with a new timeline.

## **SECTION II**

### **PROCUREMENT PROCESS**

#### **2.1 OVERVIEW**

This procurement is authorized by and follows the process established in Subchapter 6, of Chapter 3-122, HAR, implementing Chapter 103D-303, HRS.

The procurement process begins with the issuance of the RFP; the formal response to any written questions or inquiries regarding the RFP; and the preparation and submittal of the Proposal.

After evaluation, the Evaluation Committee (“EC”) will make its recommendation to the Procurement Officer (PO). The PO may award a Contract to the Offeror whose Proposal is determined to be the most advantageous to the STATE.

The DLNR reserves the right to cancel this solicitation or reject offers in whole or in part when it is in its best interest. The DLNR will combine the RFP and all addenda, and the Proposal of the successful Offeror into a single document that will become part of the Contract.

The terms “Offeror” and “Bidder” are synonymous when used in this and all other related solicitation documents.

#### **2.2 PREPARATION FOR RFP SUBMISSION**

##### **2.2.1 Offeror Responsibilities**

The submission of a Proposal shall constitute an incontrovertible representation by the Offeror of compliance with the requirements of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions for the performance of the work. Failure to comply with the requirements of this subsection may be grounds for the rejection of the Proposal or termination of the Contract.

Before submitting a Proposal, each Offeror shall:

- a.** Examine the solicitation documents thoroughly for defects and questionable or objectionable matter. Solicitation documents include the RFP, any attachments, plan referred to herein, and any other relevant documentation.
- b.** Submit written comments concerning any defects and questionable or objectionable matter to the Point of Contact (PC) **prior** to the due date for written questions, or as amended. This will allow issuance of any necessary amendments to the RFP. It will also help prevent the opening of any defective solicitation and exposure of the Offeror’s Proposal upon which Award could not be made. If an Offeror, after submitting written comments or questions during the question period believes they are aggrieved in connection with the

solicitation, they are entitled to submit a protest pursuant to section 103D-701, HRS.

- c. Know and comply with applicable Federal, State, and County laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
- d. Meet all the qualifications required by this RFP. Failure to provide the Required Documents, as specified in *Section IV, 4.2 Qualifying Requirements* or failure to meet minimum mandatory requirements will most likely have adverse effects on the evaluation of Offeror's Proposal and may result in a "No Pass" evaluation.
- e. Obtain and pay for all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein prior to commencing any work under this Contract; shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.
- f. Comply with all business registration requirements prior to commencing work under this Contract. Offerors shall be incorporated or organized under the laws of the State and be registered to do business in the State as a separate branch or division that is capable of fully performing under the Contract. See *Section II, 2.2.4 Compliance Documents and 2.2.5 Insurance Requirements*.
- g. Submit the "Sealed Proposal Form," Hawaii Business" or "Compliant Non-Hawaii Business" certificates, and any other documents required by the Proposal documents. See *Section II, 2.2.4 Compliance Documents*.

### **2.2.2 Instruction to Offerors**

- a. The AG General Conditions and IGCs set forth additional terms and conditions for the RFP and Award Process. The AG General Conditions and IGCs will be part of the Contract documents by which the STATE and the CONTRACTOR, will be bound. Offerors are directed to the AG General Conditions and IGCs for Contract and statutory requirements and for execution of Contract requirements. Offerors are also directed to *Section V, Exhibit A*.
- b. **Economy of Presentation:** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent with and appropriate to the requirements of this RFP. Emphasis shall be on completeness and clarity and content. If any additional information is required by the STATE regarding any aspects of the Offeror's Proposal, it shall be provided within five (5) work days. All submitted Proposals shall become the property of the State of Hawaii.
- c. **Price** Awards will be of an indefinite quantity, and prices for each project awarded shall be determined through the competitive award as set forth in Section 4.3 of this RFP.

**d. Complete Offer Form (OF-1).** See Proposal Form 1.

Proposals shall be submitted using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Offeror shall indicate its exact legal name in the appropriate spaces. Failure to do so may delay proper execution of the Contract.

**2.2.3 Confidentiality of Material**

All material given to or made available to the CONTRACTOR, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the DLNR Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer to facilitate inspection of the non-confidential portion of the offer.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with Chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under Chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**2.2.4 Compliance Documents**

The work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current prevailing tax rate for sales made on Oahu, and for the islands of Hawaii, Maui, Kauai, Molokai, and Lanai. 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.

The Offeror must provide one of the following, as proof of compliance:

**a. Certificate of Vendor Compliance (Hawaii Compliance Express)**

Upon Proposal submission, Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a *Certificate of Vendor Compliance*, issued by the Hawaii Compliance Express (HCE) online system. The HCE service allows vendors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance*

provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors electing to use HCE services are required to pay an annual fee.

Due to the time required to obtain the required HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process immediately.

**OR**

**b. Documentations of Compliance**

As part of the Qualifying Proposal Requirements, the Offeror shall furnish proof of compliance according to HRS §103D-310 and HAR § 3-122-112 including documentation from:

- 1) Department of Taxation
  - Chapter 237, tax clearance;
- 2) Department of Labor
  - Chapter 383, unemployment insurance;
  - Chapter 386, workers' compensation;
  - Chapter 392, temporary disability insurance;
  - Chapter 393, prepaid health care; and
- 3) Department of Commerce and Consumer Affairs

A *Certificate of Good Standing* verifies the Offeror's status as (a) a Hawaii business, registered and incorporated or organized under the laws of the State of Hawaii or (b) a compliant non-Hawaii business registered to do business in Hawaii. As evidence of compliance, the Offeror may submit the *Certificate of Good Standing* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG) to fulfill this requirement. A Hawaii business that is a sole proprietorship is not required to register with BREG and therefore exempt from this requirement.

**2.2.5 Insurance Requirements**

Prior to award of the Contract, the STATE shall also require verification of the following coverages: (1) Worker's Compensation; (2) Comprehensive Automobile Liability; (3) Commercial general Liability.

The CONTRACTOR shall maintain in full force and effect, during the life of an awarded Contract, liability and property damage insurance to protect the CONTRACTOR and his/her subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under an awarded Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved

in the performance of the Contract, the insurance policy(ies) shall name the subcontractor as additionally insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the CONTRACTOR may require the subcontractor to provide their own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy(ies).

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate.

**Types of Insurance:**

- a. Workers' Compensation:** The CONTRACTOR shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for worker's compensation is the HRS 286 statutory limit.
- b. Comprehensive Automobile Liability:** The CONTRACTOR shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.
- c. Commercial General Liability:** The CONTRACTOR shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

It is the responsibility of the CONTRACTOR to notify the STATE of any changes to its insurance policies or if the CONTRACTOR receives a notice of cancellation of any of its insurance policies. The CONTRACTOR will immediately provide written notice to the STATE should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

In addition, CONTRACTOR's insurance policies shall contain the following clauses:

- a.** The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
- b.** It is agreed that any insurance maintained by the State of Hawaii will apply more than, and not contribute with, insurance provided by this policy.

INDEMNIFICATION AND DEFENSE (Amendment to General Conditions of Contract prepared by Attorney General's Contracts Committee) - Paragraph 7 of the General Conditions, entitled "Indemnification and Defense," is amended as shown below:

The CONTRACTOR shall indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all reasonable attorney's fees, and all claims, suits, and demands therefore, arising out or resulting from the negligent, reckless, intentional, or wrongful acts, errors, or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

Upon CONTRACTOR's execution of the Contract, the CONTRACTOR agrees to deposit with the DLNR certificate(s) of insurance necessary to satisfy the STATE of CONTRACTOR compliance with the insurance provisions of an awarded Contract. Such insurance shall remain in effect and the certificate(s) therefore on deposit with the STATE during the entire term of an awarded Contract, including those of its subcontractor(s) where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under an awarded Contract, entitling the STATE to exercise any or all of the remedies provided in an awarded Contract for default of the CONTRACTOR.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of an awarded Contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with an awarded Contract.

## **2.2.6 Proposal Opening – NOT USED**

### **2.2.7 Required Review/Written Inquiries**

- a. Written inquiries concerning this RFP shall be submitted in writing to the PC: Denise Manuel at [DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov), up to February 21, 2024.
- b. It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- c. Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's Proposal prepared in response to a defective or inaccurate solicitation upon which an Award could not be made.



Comments related to this solicitation shall be communicated in writing to the PC via e-mail by the date and time established for submission of written questions to ensure an official response. The DLNR will not respond to verbal or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

- d. The DLNR responses to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The DLNR will publish the questions as they are submitted including any background information provided with the question. The DLNR at its sole discretion may omit questions which may be combined or paraphrase questions and background content for clarity.

Offerors who have submitted an RFP Registration Form will receive notification of any addenda from the date the Registration Form is received. The DLNR is not responsible for delays or non-receipt of such responses or any communications by the prospective Offerors.

- e. If an Offeror submits a question after the scheduled date, the DLNR may answer the question but does not guarantee that the answer will be provided prior to the Proposal due date.
- f. If an Offeror, after submitting written comments or questions during the question period believes they are aggrieved in connection with the solicitation, they are entitled to submit a protest pursuant to section 103D-701, HRS.

## **2.2.8 RFP Addenda; Clarifications**

The DLNR may periodically issue an addendum that may increase or decrease the Contract scope of work, timelines, provisions, or conditions. The DLNR will make the addenda available to the Offerors at the respective DLNR's office or through the DLNR's website. Failure of any Offeror to complete and submit an RFP Registration Form or receive any such addenda or clarifications shall not relieve the Offeror of any obligation under this solicitation.

The DLNR reserves the right to amend this RFP at any time prior to the closing date for Best and Final Offers. All addenda issued shall be incorporated into the resulting Contract.

## **2.2.9 Cancellation of RFP; Rejection of Proposals**

This RFP may be cancelled and any or all Proposals may be rejected, in whole or in part, when it is determined to be in the best interest of the purchasing agency (DLNR), as provided in §3-122-95 through §3-122-97, HAR.

## **2.2.10 Notice of Intent to Offer (Letter of Intent) – NOT USED**

## **2.3 PROPOSAL DEADLINES**

Proposals must be received at the DLNR no later than **2:00 p.m. on March 7, 2024**, or as amended. Submit to [DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov).

Proposals received after the deadline will be rejected. Timely receipt of offers shall be evidenced by the date and time the DLNR received the proposal via email.

## **2.4 DISQUALIFICATION OF PROPOSALS**

The DLNR reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one or more of the following non-exclusive reasons as solely determined by the DLNR:

**2.4.1** Proposal received after specified deadline.

**2.4.2** Proposal not properly completed as required herein or containing any unauthorized additions or deletions, defects including but not limited to irregularities of any kind which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning (e.g. un-initialed erasures, prices which are obviously unbalanced).

Incomplete Proposals or conditional Proposals, including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.

**2.4.3** A Proposal signed by other than an authorized individual.

**2.4.4** NOT USED

**2.4.5** More than one Proposal per license type from an individual, firm, corporation, or joint venture under the same or different names (Offeror), whereby all Proposals from the Offeror shall be rejected.

**2.4.6** Evidence to the DLNR's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to DLNR requests during the RFP process or as shown by past work, being in arrears on existing Contracts with the State of Hawaii (STATE) or defaulting on previous Contract(s).

**2.4.7** Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.

**2.4.8** Evidence of any noncompliance with any applicable law or rule.

## **2.5 PROPOSAL EVALUATION**

In accordance with Chapter HAR 3-122-45.01, an Evaluation Committee (EC) shall provide a comprehensive, fair, and impartial evaluation of the response Proposals in accordance with the requirements of this RFP and the evaluation criteria. Refer to *Section IV* of this RFP for specific requirements and details of the process.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

## **2.6 OFFER ACCEPTANCE PERIOD**

The DLNR's acceptance of a Proposal, if any, will typically be made within forty-five (45) calendar days after the opening of Proposals.

## **2.7 NOTIFICATION OF SELECTION; NON-SELECTED OFFEROR(s)**

The Selection shall be made to the responsive, responsible Proposal determined by the EC to be the most advantageous to the STATE based on the evaluation criteria. Upon completion of the Selection process, the DLNR shall post the Selection on the State Procurement Office's Hawaii Awards & Notices Data System website, (hereinafter "HANDS").

## **2.8 DEBRIEFING**

The purpose of a debriefing is to inform unsuccessful Offerors of the basis for Selection. The Offeror(s) not selected may submit a written request for a debriefing within three (3) work days after the posting of the Selection. The debriefing shall be held, to the maximum extent possible, within seven (7) work days after the posting.

## **2.9 PROTEST**

Pursuant to HRS §103D-701 and HAR §3-126, any Protest shall be submitted in writing to the DLNR's Procurement Officer, Dawn N.S. Chang, 1151 Punchbowl Street, Rm 221, Honolulu, Hawaii 96813.

A Protest of the solicitation content shall be submitted in writing within five (5) work days after the aggrieved person(s) know(s) or should have known about the facts giving rise thereto; provided further that the Protest shall not be considered unless it is submitted in writing prior to the opening date of the RFP.

A Protest of Selection shall be submitted in writing within five (5) work days after the posting of the Selection or within five (5) work days following a debriefing. The Notice(s) of Selection resulting from this solicitation shall be posted on HANDS.

## **2.10 CONTRACT**

The selected Offeror (CONTRACTOR) shall be required to enter into a formal written Contract. Upon Contract execution, the DLNR will issue a fully executed copy of the Contract to the CONTRACTOR. The CONTRACTOR shall then be eligible to receive job requests from the DLNR for individual projects subject to the request protocol as set forth in Section 3.2. The invitation to submit a proposal will depend on the needs of the DLNR and availability of funds. No work shall be undertaken by the successful Offeror (CONTRACTOR) prior to the commencement date specified on the agreement or notification. The DLNR is not liable for any work, contract costs, expenses, lost profits, or any damages whatsoever incurred by the CONTRACTOR prior to an official starting date or notification.

### **2.10.1 Contract Award**

Award, if any, shall be made to the responsive and responsible Offeror with the highest number of points and whose Proposal the DLNR deems most advantageous in accordance with the evaluation criteria specified for each geographic area.

Failure to execute a Contract as required within ten (10) work days after the Awardee has received the Contract, or such further time as the DLNR may allow for execution, shall be just cause for the annulment of the Award. The DLNR may Award the Contract to the next responsible Offeror or may call for other offers, whichever is deemed to be in the best interest of the DLNR.

### **2.10.2 Conditions for Award**

The DLNR may, in compliance with the Hawaii Public Procurement Code, reject any or all offers and waive any defects if the DLNR believes the rejection or waiver is in the best interest of the State.

The Award of the Contract is conditioned upon funds made available for the project, if applicable. Any contract is subject to approval by the Attorney General and the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

### **2.10.3 Proposal as Part of the Contract; Order of Precedence of Contract Documents**

The Contract Documents, together constituting the entire agreement between the parties, are listed below in the order of precedence with item “a” representing the highest precedence for resolution of any conflicts:

- a.** An individual Job Work Order and related documentation including, but not limited to the Detailed Scope of Work, Drawings, Specifications, Work Order Proposal, and Supplemental Work Orders.
- b.** The Contract together with any amendments.
- c.** Any Contract Special Conditions.

- d. Attorney General (AG) General Conditions and Interim General Conditions, October 1994 Edition.
- e. This Request for Proposals together with any addenda.
- f. The Proposal submitted by the CONTRACTOR.

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

#### **2.10.4 Terms of Contract**

Upon execution of the Contract, the CONTRACTOR shall be eligible to receive invitations from the DLNR to attend job scope meetings and submit a competitive Proposal for the scoped General Contractor A or B work.

##### **Initial Contract Term**

The initial term of the Contract shall be upon execution of the Contract until June 30, 2026.

##### **Contract Renewal**

The Contract may be extended for not more than three (3) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration, and iii) under the same terms and conditions of the original agreement or as negotiated between the DLNR and the CONTRACTOR. Extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Contract for each additional period.

#### **2.10.5 Additional Terms and Conditions**

The DLNR reserves the right to add terms and conditions during Contract negotiations, if any. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

#### **2.10.6 Contract Modifications**

The Contract may be modified only by written document signed by the STATE and CONTRACTOR personnel authorized to sign contracts on behalf of the CONTRACTOR.

#### **2.10.7 Failure to Execute Contract: Timely Submission of Certificates**

Documentations of Compliance (*see Section II, 2.2.4a*) or a *Certificate of Vendor Compliance* (*see Section II, 2.2.4b*) and any other required documentation and certification shall be submitted to the DLNR, Project Control Section as soon as possible or by the deadline established by the DLNR. If a valid certificate or non-compliant

documentation is not submitted on a timely basis for the Award of a Contract, an Award will be made to an Offeror otherwise responsive and responsible may be annulled.

**2.10.8 Contract Invalidation**

If any provision in the Contract is found to be invalid, such invalidation will not be construed to invalidate the entire Contract.

## **SECTION III**

### **SCOPE OF SERVICES AND REQUIREMENTS**

#### **3.1 INTRODUCTION**

The DLNR has numerous repair and maintenance projects across the State of Hawaii. It is the intent of the DLNR to award multiple indefinite quantity contracts to perform General Contractor A &/or B work at the various DLNR locations as the need arises. Firms who are awarded a contract under this solicitation will be added to a qualified list and will be eligible to perform work.

All work performed will be on an as-needed basis with no guarantee of a specific volume of work to be performed. All labor, materials, tools, transportation, and equipment necessary to perform the work shall be the responsibility of the CONTRACTOR. The work shall consist of repair and maintenance, improvements, and/or construction. In addition, work performed shall be in compliance with all Federal, State, and local codes and ordinances.

#### **3.2 SCOPE OF WORK**

##### **3.2.1 Planned Work**

For each job, DLNR will invite three (3) contractors who have been awarded a contract for this RFP and indicated on their application form that they can provide services in the locations where the work will occur. DLNR will invite the contractors to attend a pre-bid meeting at the planned jobsite. Unless otherwise stated in the meeting invitation, attendance at the pre-bid meeting is mandatory.

Following the pre-bid meeting, the contractors will be given time to ask for clarifications or request additional information pertaining to the scope of work. Responses to questions at the meeting will be sent to all attendees. The scope of work will contain a date for when the proposals for the job are due. The contractors shall prepare and submit a proposal for the job that consists of a lump sum fixed price as well as a job schedule. The DLNR will provide a standard form to be used for proposals. The DLNR will evaluate the proposals and select a contractor based on the following:

**50% Lump Sum Price, AND;  
50% Contractor Evaluation Score**

The Contractor Evaluation Score will be based on ratings made on Exhibit C (reference questionnaire). Each contractor will begin with a past performance score of 10 out of 10 and will receive an updated score at the completion of their first job. After the first job, the past performance scores will be an average score for the contractor's completed jobs. Upon receipt of the first evaluation score, the prior "10" default evaluation score will be dropped and not counted towards the calculation of the Contractor's average.

For individual jobs, the DLNR is responsible to fill out a Contractor Evaluation Score sheet and to attach supporting notes, photographs, emails, or other supporting documents to document performance deficiencies. DLNR is responsible to evaluate all jobs fairly and objectively.

If a Contractor knows of issues related to an individual job that should be considered in the performance evaluation it is the contractor(s) responsibility to provide that information to the DLNR in writing within 3 work days of an individual project closing.

The Contractor may request a debrief meeting with the DLNR to review Contractor performance on an individual project or possible re-evaluation within 10 work days from project completion.

If a Contractor has a debrief meeting and feels that their work performance is not being objectively evaluated, they may appeal to the Contract Administrator. They must file an appeal to the DLNR within 5 work days to be considered for a re-evaluation of job performance. Prior to the meeting the Contractor must provide a written summary of issue(s) to be discussed supported with any documentation. This information shall be submitted in writing 3 work days prior to the meeting. All decisions by the Contract Administrator arising from this meeting shall be final.

Contractors will be notified in writing if selected for a particular job. The winning contractor shall again provide the DLNR with compliance and insurance documentation as described in Section 2.2.4 and 2.2.5 of this solicitation. **If the winning proposal is greater than \$50,000 the contractor shall obtain performance and payment bonds in the amount of one hundred percent (100%) of the value the job.**

#### **Initial Contract**

The initial contract, in the amount of \$50,000, will be to perform repair and maintenance, improvements, and/or construction at DLNR facilities.

#### **Additional Work**

Once documents have been verified by the DLNR, a Job Work order (WO) or purchase order (PO) may be issued. Unless otherwise stated, the WO or PO issued by the DLNR shall represent the official Notice to Proceed (NTP) for the job.

The DLNR will evaluate change orders on an individual basis. DLNR has the sole discretion to issue change orders on a time and material basis or as a lump sum. For work issued as time and materials, costs will be submitted using a daily force account form.

Contractors have been issued an award and contract pursuant to HRS §103D-701. Any challenge of an award of a project shall be submitted in writing to the DLNR within 5 work days of the award. Upon receipt of a request for debriefing or a challenge of an award, the DLNR will schedule a meeting with the requesting party within a reasonable amount of time. The meeting may be in person, or via video or telephonic conference as appropriate and as determined by the DLNR. Only the DLNR, its designees, Contractor, its employees may attend the meeting. Any challenges to an award shall be presented to the DLNR at the time of the meeting. Additional information may be presented or requested at the sole discretion of the DLNR.



The DLNR will issue a decision in a reasonable amount of time and inform the challenging party of their decision in writing. The decision of the DLNR may be appealed to the Engineering Division Chief Engineer (CE). All appeals must be submitted in writing to the CE within 5 work days from the date of the decision. The review by the CE shall be limited to the documentation provided. The decision by the CE shall be final.

### **3.2.2 Work Schedule and Construction, Repair, and/or Maintenance Response**

All construction, repair, and/or maintenance work described herein may be performed between the hours of 6:00 A.M. to 4:30 P.M. on normal working days, Monday through Friday, excluding state holidays unless requested otherwise by the DLNR.

### **3.2.3 Parts and Materials**

Should the CONTRACTOR elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the DLNR reserves the right to require the CONTRACTOR to air express (next day delivery) the parts at the CONTRACTOR's expense.

### **3.2.4 Cleanup and Work Practices**

The CONTRACTOR shall keep the job site secured and free of debris, including but not limited to, litter, refuse, shop towels, worn/damaged, discarded parts, and shall clean and remove all fluids, oil, grease drippings or spills during the daily progress of work. The CONTRACTOR shall remove all tools, used parts, fluids and lubricants, and equipment from the service area upon completion of the work. CONTRACTOR shall also legally dispose of used parts, fluids, oils, and lubricants, whether hazardous or not, in accordance with the Environmental Protection Agency (EPA) and/or other government regulations including providing written records, as required. The CONTRACTOR shall support, hold harmless and protect the DLNR legally and financially with regard to these regulations.

The CONTRACTOR shall exercise caution during the progress of construction, repair, and/or maintenance work to prevent damage to any of the building utilities, structure, and landscaping. The CONTRACTOR shall immediately restore and correct all damaged equipment and property caused by the CONTRACTOR's negligence, by CONTRACTOR's employees or equipment, at the CONTRACTOR's own expense when/as requested by the DLNR and to the CA's satisfaction. If such repairs are not completed immediately, the DLNR reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein, and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the State. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon request from the DLNR. The DLNR may also utilize all other remedies provided by law.

Poor safety, cleanup and work practices may affect the CONTRACTOR'S job performance rating score.

### **3.2.5 Safety Precautions**

The CONTRACTOR will coordinate with DLNR and all others to avoid conflicts with the scope or schedule of work. For jobs with an electrical component if applicable, the CONTRACTOR shall follow OSHA regulations and not perform maintenance or if necessary, do any electrical repair work until all power switches are de-energized, locked, and tagged. All services, equipment and/or parts to be provided by the CONTRACTOR shall comply with all applicable Federal, State, and local safety requirements, especially the provisions of the Occupational Safety and Health Act (OSHA), EPA, and other governmental agencies. The CONTRACTOR shall be responsible for providing appropriate safety equipment in order to comply with OSHA for worker safety and protection at all repair and maintenance service locations at all times.

### **3.2.6 Security Requirements**

The CONTRACTOR must be aware of and report to the DLNR, with as much detailed information as possible, any suspicious activity or obvious breach of security in relation to or in the course of their work. The CONTRACTOR must keep their work areas secure, before, during, and after performing work. The CONTRACTOR must ensure all areas provided access to are closed and secured when exiting the premises.

The CONTRACTOR's vehicles and personnel shall be properly identified as belonging to the CONTRACTOR, through company signage/logos, uniforms, name tags, or identification cards as appropriate to comply with this requirement. The contractor is responsible for locking vehicles and securing equipment while on DLNR property.

## **3.3 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held on February 14, 2024, at 10:00 a.m. (HST). The Pre-Proposal Conference will be held virtually via Teams or other virtual platform service. Attendance is voluntary but interested Offerors are encouraged to attend to gain understanding of the breadth and scope of work involved under this RFP. It is the intent of the DLNR to address questions concerning this RFP at the Pre-Proposal Conference. Final answers to any questions resulting in revisions to the original terms will be issued in writing as an addendum to this RFP.

Interested Offerors wanting to participate in the Pre-Proposal Conference virtually may participate via phone and/or internet.

A meeting link will be sent to all Offerors that have pre-registered.

## **3.4 CONTRACTOR REQUIREMENTS**

### **3.4.1 SUBCONTRACTORS**

- a. CONTRACTOR shall complete a "Subcontractor's List" for each Work Order that involves a subcontractor and submit it to the DLNR with the Work Authorization. It is the sole responsibility of the CONTRACTOR to review the requirements of each project and determine the appropriate specialty contractor's licenses that are required to complete the project. Please mention on the subcontractor list which specialty contractor components will

be performed “in-house” and verify that your company possesses the appropriate specialty licenses.

- b. CONTRACTOR agrees a completed listing of subcontractors is required for the project as part of job bids and that the CONTRACTOR, together with the listed subcontractors, shall have the specialty contractor’s licenses necessary to complete the work. The CONTRACTOR acknowledges that its subcontractors performing the work must be properly licensed contractors on the day of bid opening. Substitutions are not allowed after bid opening to prevent bid shopping. Be aware licensing issues with a subcontractor is grounds for the DLNR rejecting a bid.
  1. Based on the Hawaii Supreme Court’s January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et al.*, 97 Hawaii 450 (2002), the Contractor as a general contractor (“A” or “B” license) is prohibited from undertaking any work solely or as part of a larger project, which would require the Contractor (“A” or “B” general contractor) to act as a specialty (“C” license) contractor in any area in which the Contractor (“A” or “B” general contractor) has no specialty contractor’s license. Although the “A” and “B” contractor may still bid on and act as the “Prime Contractor” on an “A” or “B” project (See, HRS §444-7 for the definitions of an “A” and “B” project), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license. The contractor (“A” or “B” general contractor) must have the appropriate “C” specialty contractor’s licenses either obtained on its own or obtained automatically under HAR §16-77-32.
  2. General Engineering “A” Contractors automatically have these “C” specialty contractor’s licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.
  3. General Building “B” Contractors automatically have these “C” specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.
  4. Instructions to complete the Subcontractor’s List
    - i) Determine the specialty contractor classification(s) required for the project and provide the complete firm’s name and license number of the Subcontractors in the respective columns. If the CONTRACTOR is a general contractor and providing the work of the required specialty contractor classification, fill in the CONTRACTOR’S (general contractor’s) license number and name. Bid shopping of subcontractors after a job is awarded is strictly prohibited and non-compliance may be the basis for disqualification and termination of a CONTRACTOR from this Contract.
    - ii) List only one Subcontractor per required specialty Contractor’s classification.

- iii) For projects with alternate(s), fill out the respective Subcontractors List for the Alternate(s).” CONTRACTOR shall determine the additional specialty contractor’s classification and description that are required for the respective alternate. CONTRACTOR shall fill in the complete class number, class description, firm name and license number of the respective Subcontractor. CONTRACTOR need not include any Subcontractor previously listed for the project proposal.

### **3.4.2 CLEANUP**

The CONTRACTOR shall keep the job site free of debris, litter, discarded parts, etc. and shall clean all oil drippings or spills during the daily progress of work. The CONTRACTOR shall remove and legally dispose all material from the property upon completion of the work.

### **3.4.3 WARRANTY**

In addition to any required manufacturer’s warranties, all work and equipment shall be guaranteed in writing by the CONTRACTOR against defects in materials, equipment, or workmanship for one year from the Project Acceptance Date or as otherwise specified in the project specific scope of work or other contract documents. The written warranty shall be submitted to the DLNR prior to the processing of the final payment.

### **3.4.4 CONTRACT STAFFING REQUIREMENTS**

Personnel whose names and resumes are submitted in the Proposal, shall not be removed from the project without prior approval of the DLNR. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the DLNR. The DLNR shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the DLNR. Personnel changes that are not approved by the DLNR may be grounds for Contract termination.

## **3.5 EPA LEAD RENOVATION, REPAIR AND PAINTING (RRP) RULE CERTIFICATION**

Federal law requires all renovation, repair, and painting firms (including sole proprietorships) working in housing, or facilities where children are routinely present, built before 1978, to be certified.

The United States Environmental Protection Agency (EPA) has established the Lead Renovation, Repair and Painting (RRP) Rule. The Lead Renovation, Repair and Painting (RRP) Rule sets forth requirements for firms and individuals performing renovations, and affects contractors, property managers, and others who disturb painted surfaces. It applies to work in houses, apartments, and child-occupied facilities (such as schools and day-care centers) built before 1978. Pre-renovation education requirements as well as training, firm certification, recordkeeping and work practice requirements can be obtained by contacting the EPA or by visiting the website: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>

The EPA's RRP requires each firm to be certified, to have at least one certified renovator, and for the remainder of employees involved in renovation activities either also be certified renovators or be trained on the job by a certified renovator.

### **3.6 INVOICING**

The DLNR will provide specific information, forms, instructions, etc. to the awarded CONTRACTORS.

### **3.7 PAYMENT**

Section 103-10, HRS, provides that the DLNR shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the services, to make payment. For this reason, the DLNR shall reject any proposal submitted with a condition requiring payment within a shorter period. Further, the DLNR shall reject any proposal submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS. The DLNR will not recognize any requirements established by the Offeror and communicated to the DLNR after award of the contract, which requires payment within a shorter period or interest payment not in conformance with §103-10, HRS.

#### **3.7.1 Final Payment**

In addition to the requirements in the AG General Conditions and IGC's, the following shall accompany the final payment invoice:

The CONTRACTOR must submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express", or equivalent. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

All required certificate(s) for the CONTRACTOR and all subcontractors, must accompany the invoice for final payment on the Contract.

All invoicing shall be subject to Chapter 103, Hawaii revised Statutes.

### **3.8 AVAILABILITY OF FUNDS**

This Contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the DLNR and the CONTRACTOR shall be binding or of any force unless the DLNR certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

### **3.9 WAGE CERTIFICATE**

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is advised that in the event of an increase in wage rates to

public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

CONTRACTOR is obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business in an area accessible to all employees, or CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

For more information on the Class Specifications and Minimum Qualifications, please visit the State of Hawaii Department of Human Resources Development at the following website: <http://dhrd.hawaii.gov/>.

The DLNR reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with Section 103-55, HRS.

### **3.9.1 Services Performed by Laborers and Mechanics**

- a. The CONTRACTOR or the CONTRACTOR's subcontractor(s) shall give a copy of the rates of wages to each laborer and mechanic employed by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.
- b. The DLNR may withhold from the CONTRACTOR so much of the accrued payments as the DLNR may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.
- c. A certified copy of all payrolls shall be submitted weekly to the DLNR for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the DLNR shall be reported to the CONTRACTOR and the Superintendent to effect compliance.
- d. Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the CONTRACTOR and the CONTRACTOR's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The CONTRACTOR shall make payroll records available for examination within ten (10) work days from the date of a written request by the DLNR or

any authorized representatives thereof.

### **3.10 EXCLUSION OF SPECIFIC WORKERS**

The DLNR reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor, or volunteer (Worker) from performing work under this contract. The DLNR shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the DLNR in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor, or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual but shall apply to any work requiring interaction with the DLNR, its employees or staff.

### **3.11 INSPECTION AND PROCEDURAL CHANGES; RELIEF AVAILABLE TO STATE**

All work is subject to inspection, evaluation, and approval by the DLNR. The DLNR may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the DLNR determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the DLNR may direct the CONTRACTOR to make such changes.

Failure of the CONTRACTOR to perform any provisions of the Contract (based on the identified portion of unacceptable work received) the DLNR may determine CONTRACTOR is in non-compliance with Contract requirements and may:

- Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR.
- Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the GC, the State reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract or resulting Job Authorization and the actual cost to the DLNR. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the State. The DLNR may also utilize all other remedies provided by law.

### 3.12 CONTRACT ADMINISTRATION

#### 3.12.1 Contract Administrator

- a. For purposes of this Contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:
- |                         |                                                                                        |
|-------------------------|----------------------------------------------------------------------------------------|
| Contract Administrator: | Denise Manuel                                                                          |
| Telephone Number:       | 808-587-0230                                                                           |
| E-mail Address:         | <a href="mailto:DLNR.EN.Contractadmin@hawaii.gov">DLNR.EN.Contractadmin@hawaii.gov</a> |
- b. The CA is responsible for:
1. The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
  2. Monitoring the CONTRACTOR'S work, documenting the CONTRACTOR maintains the required insurance coverage (if applicable), resolving disputes and discrepancies, evaluating the work of the contractor, ensuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
  3. Notifying the CA in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other Contract terms.
  4. Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency.

#### 3.12.2 Point of Contact (POC)

- a. For purposes of this Contract, the CA has designated the following person as Point of Contact (POC). As such, the POC should be the initial contact on all matters related to this Contract. The POC may be contacted as follows:

Point of Contact:	Denise Manuel
Telephone Number:	808-587-0230
E-mail Address:	<a href="mailto:DLNR.EN.Contractadmin@hawaii.gov">DLNR.EN.Contractadmin@hawaii.gov</a>

#### 3.12.3 Guarantee

Each awardee is guaranteed not less than \$50,000.00 in work issued under this solicitation, to be issued within the initial term of the Contract. In the event the awardee is unsuccessful in securing a competitive job award, the DLNR reserves the right to award job(s) sufficient to meet or exceed \$50,000.00 in its sole discretion. This term supersedes the requirement to solicit three (3) awardees for jobs awarded under this clause.



## **SECTION IV**

### **PROPOSAL CONTENT, CRITERIA, AND EVALUATION**

#### **4.1 SECTION OVERVIEW**

This section provides the criteria on which the RFP evaluation is determined. It is not an attempt to limit the content of the Proposals in any way.

The Offeror may include any additional data or information that is deemed pertinent to this RFP. The Proposal should be prepared simply and economically, providing a straightforward and concise delineation of the Offeror's ability to satisfy the requirements of this RFP. *Refer to Section II, 2.2.2b regarding Economy of Presentation.*

When an Offeror submits a Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and for accomplishing any supplemental tasks the Offeror has identified as required to successfully produce the deliverables. The Offeror's plan shall demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP, including all contractual services.

All Proposals shall remain confidential until a Notice of Award is issued to the selected Offeror(s). Thereafter, all Proposals shall be made available to the public except for those sections which the Offeror considers, and the DLNR agrees to be trade secrets or proprietary material. *See Section II, 2.2.3 Confidentiality of Material.*

##### **4.1.1 Packaging the Proposal**

One (1) pdf copy of the Proposal emailed by the due date and time is required. It is to be single-sided and is to be signed by the person with the authority to commit the Offeror. The original wet signature signed copy should be sent by the Offeror to the DLNR for record; received by DLNR within ten (10) work days from the due date.

Please include the following in the Proposal:

- a.** Indicate the name, address, telephone number, email and/or fax of the Offeror;
- b.** Indicate the Proposal due date and time;
- c.** Indicate the RFP Name and RFP Number; and
- d.** Be clearly marked as follows: RFP No. DLNR-PCC24-01 – CONTRACTOR NAME \_A &/or B.

If CONTRACTOR holds a single license, CONTRACTOR will indicate ONLY the license being utilized in the proposal. If the CONTRACTOR is submitting BOTH A & B proposals, CONTRACTOR will need to indicate such.

#### **4.1.2 Proposal Organization**

Services proposed shall be adequately explained and shall contain all sections described below. The Proposal shall include the components explained in the Proposal Content in *Section IV, 4.2 Qualifying Requirements and 4.3 Technical Proposal*, of this RFP and shall use the same section titles for identification purposes.

**The Proposal shall be organized as follows:**

##### **QUALIFYING REQUIREMENTS**

###### **Compliance Documents**

<b>Offeror Form (OF-1)</b>	<b>Proposal Form 1</b>
<b>Offeror Certification</b>	<b>Proposal Form 2</b>
<b>List of Any Lawsuits or Pending Legal Action</b>	<b>Proposal Form 3</b>
<b>Financial Solvency Certification</b>	<b>Proposal Form 4</b>

###### **Insurance Requirements**

##### **TECHNICAL PROPOSAL**

<b>Offeror Information</b>	<b>Proposal Form 5</b>
<b>Comparable Construction Experience</b>	<b>Proposal Form 6 (a-d)</b>
<b>Work Capabilities</b>	<b>Proposal Form 7</b>

## **4.2 QUALIFYING REQUIREMENTS (Pass/No Pass)**

### **Required Documents**

The EC will determine if the Offeror possesses the required documentation and certifications to be considered for this RFP. No points shall be assigned for these requirements. The qualifying specifications will be evaluated on a pass/no pass basis.

The purpose of this step is to determine whether a Proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each Proposal will be reviewed for responsiveness. Failure to meet minimum mandatory requirements (“no pass”) will be grounds for deeming a Proposal non-responsive to the RFP and for disqualifying the Proposal. Only those Proposals meeting the mandatory qualifying requirements (“pass”) will be considered for further review and evaluation.

#### **4.2.1 Offeror Form (OF-1), Proposal Form 1**

Proposals shall be submitted using the Offeror’s exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Offeror shall indicate its exact legal name in the appropriate spaces on the **Offeror Form (OF-1)**. Failure to do so may delay proper execution of the Contract.

#### **4.2.2 Offeror Certification, Proposal Form 2**

Offeror shall complete this form and certify that it is signed by an individual authorized to legally bind the Offeror to the Proposal. **Proposal Form 2** includes:

- a. The RFP name and number; Offeror’s point of contact.
- b. A statement indicating that the Offeror, and its subcontractors, if any, are corporations or other legal entities, and have complied with all appropriate registration requirements, if any, of the Business Registration Division.
- c. A statement that the Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and shall obtain State General Excise Tax Licenses by the start of the work.

#### **4.2.3 List of Any Lawsuits or Pending Legal Action, Proposal Form 3**

For **Proposal Form 3** of the Proposal, Offerors must provide a complete list of any lawsuits or pending legal actions, which affect or may affect the Offeror, which have taken place during the past 24 months. The list should include the status and disposition of the action.

#### **4.2.4 Financial Solvency Certification, Proposal Form 4**

The Offeror shall submit a completed and executed **Proposal Form 4** with accompanying letter from the Offeror’s surety. The signature **MUST** be the same individual executing the **OF-1**.

Permits, Certifications, and Licenses

The Offeror shall possess a valid State of Hawaii Contractor license A &/or B, which will be kept in force during the life of this contract. Offeror shall provide the license numbers and attach copies of licenses to substantiate Offeror's compliance with this requirement in the Offeror's proposal. Also please provide for consideration any specialty contractor license numbers the contractor may use to perform specialty work in-house.

The Offeror shall follow county permitting requirements and when necessary, obtain and pay for all permits, certificates, and licenses required for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

**4.2.5 Insurance Requirements-** Refer to *Section II, 2.2.5 Insurance Requirements*.

Provide proof of insurance documents verifying the coverage specified.

**4.3 TECHNICAL PROPOSAL (Total: 500 PTS)**

In accordance with Chapter 103D, HRS, Proposals that are determined to be responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) will be further reviewed using the comparative criteria and associated percentages or "weights" outlined in this section.

Each section of the Technical Proposal will be evaluated according to the criteria set forth in that section or the evaluation scale in this section if not otherwise defined and scored by the 0 through 5 rating scale below. Depending on how the section was addressed, that assessed score (0 through 5) will then be multiplied by the total possible value per Tab.

0	1	2	3	4	5
<b>No Response:</b> Proposal did not address criteria	<b>Unsatisfactory:</b> Proposal; incomplete; missing majority of elements	<b>Below Satisfactory:</b> Proposal partially addresses criteria; most areas deficient or weak	<b>Satisfactory:</b> Proposal addresses criteria; many area deficient or weak	<b>Above Satisfactory:</b> Good Proposal; criteria clearly evident, but one or two areas deficient	<b>Excellent:</b> Strong Proposal; all aspects addressed

The Award will be made to the responsive, responsible Offeror whose Proposal is determined to be the most acceptable to the DLNR based on the evaluation criteria and ratings, as described in this section. There will be no bonus or extra points allotted.

**Price is not an evaluation factor, as each Project will be subject to competitive pricing as part of the individual project proposal criteria.**

#### **4.3.1 Offeror Information, Proposal Form 5**

The Offeror shall complete **Proposal Form 5** providing the requested information in a complete and concise manner. Each section will be scored based on the RFP evaluation rubric in Section 4.3, and points awarded based on the assigned weights as stated on the **Proposal Form 5**. 100 Points possible for this section.

#### **4.3.2 Comparable Construction Experience, Proposal Form 6**

The Offeror shall complete a **Proposal Form 6** detailing a comparable work project completed by the Offeror. Scoring shall be based on completeness and the comparability to the work being requested in the RFP. The **Proposal Form 6** has been provided as “a” through “d” to ensure the offeror provides 4 separate projects. Each shall be scored applying the rubric in Section 4.3 with a weight of 5 points multiplied by the scoring factor. 25 points for each project, 100 possible points.

#### **4.3.3 Work Capabilities, Proposal Form 7**

The Offeror shall submit a completed **Proposal Form 7** indicating the types of work the Offeror is capable of and willing to perform. Offerors will be expected to perform the types of work indicated if the need arises and will factor in determining what Projects the awardees will be selected to compete on. Misrepresenting capability may adversely affect the performance value of any awarded company. In the event an awardee loses capability after award, they are required to inform the CA with sufficient justification to avoid having their past performance negatively adjusted. 10 points for each capability claimed. 300 possible points.

#### **4.3.4 Price Proposal**

Price is not an evaluation criterion and there is no provision to submit pricing as part of this Request for Proposals. Price will be determined as part of the proposal evaluation and award process for each job.

### **4.4 BEST AND FINAL OFFER**

Following the evaluation of responses, the DLNR, in its sole discretion, may ask respondents to provide their Best and Final Offer (BAFO). Only respondents to the solicitation whose offer was received prior to the deadline will have the opportunity to submit modified Proposals.

If a BAFO is identical to the initial Proposal, the Offeror need only send a Notification stating this fact and the previous submittal shall be used as the BAFO. This letter shall be in the form of a standard business letter on official business letterhead, shall indicate the Offeror’s exact legal name, and shall be signed by an individual authorized to legally bind the Offeror.

If a respondent does not submit a notice of withdrawal or a BAFO with a new Technical Proposal, their immediate previous offer will be construed as their BAFO.

The BAFO, if required, shall be submitted by the date and time specified or as amended by addendum.

The contents and format of the BAFO shall still follow the specifications of *Section IV, 4.1 (Section Overview), 4.2 (Qualifying Requirements), and 4.3 (Technical Proposal)*, however, the Offerors shall highlight the items which vary from the original offer. After BAFOs are received, final evaluations will be conducted for an award of Contract.

#### **4.5 PACKAGING OF BEST AND FINAL OFFER**

One (1) pdf copy of the Proposal emailed is required. The copy is to be single-sided and is to be signed by the person with the authority to commit the Offeror. The original wet signature signed copy should be mailed to the DLNR.

#### **4.6 FINAL EVALUATION OF THE TECHNICAL PROPOSAL**

The EC shall review their previous scores and conduct final evaluations and scoring of the Technical Proposal for the Priority-listed Offerors.

#### **4.7 RECOMMENDATION OF AWARD**

The EC shall prepare a report summarizing the findings and rankings of the Priority-listed Offerors and will make the final recommendation for Contract award(s).

The award(s) shall be issued in writing to the responsible Offeror(s) whose Proposal(s) is determined to provide the best value to the DLNR, taking into consideration the evaluation criteria in the RFP. The Awards will be posted on the State Procurement Office HANDS website <http://hands.ehawaii.gov>.

# EXHIBITS

**EXHIBIT A**

**ATTORNEY GENERAL (AG) GENERAL  
CONDITIONS**

**and**

**INTERIM GENERAL CONDITIONS**

**OCTOBER 1994 EDITION**

**(ATTACHED SEPARATELY)**



## **EXHIBIT B CHECKLIST**

Offerors shall use this checklist provided to ensure all necessary documents and proposal forms are compiled as part of their Proposal. The DLNR reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP. See Section 2.4.

- ☐ **Compliance Documents** (See Section 2.2.4.)
- ☐ **Proposal Forms 1 through 7** (See Section 4.1.2.)
- ☐ **Photocopies of Licenses: A &/or B,** (See Proposal Form 4)
- ☐ **Operations and/or Field Manager(s) Resume(s)** (See Proposal Form 4)
- ☐ **Insurance Requirements** (See Section 2.2.5.)

**EXHIBIT C  
REFERENCE QUESTIONNAIRE**

Offeror (CONTRACTOR): \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Reference's Company/ Organization: \_\_\_\_\_

Reference's Contact Phone No.: \_\_\_\_\_

Reference's Contact Email Address: \_\_\_\_\_

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

**Score Rubric from 0-5:**

**Poor = 0**

**Unsatisfactory = 1**

**Marginal = 2**

**Satisfactory = 3**

**Good = 4**

**Exceptional = 5**

***Please rate the Offeror (CONTRACTOR) on the following four (4) criteria below, using a score of 0 through 5 (see scoring rubric above):***

<b><u>Criteria</u></b>		<b><u>Score (0-5)</u></b>
1	Responsiveness to work orders and inquiries.	
2	Quality of construction, repair, and/or maintenance work.	
3	Quality and reliability of troubleshooting.	
4	Accuracy and timeliness of proposals, invoices, status updates and work completion.	
	<b>Average Score</b> <i>(Total score divided by four (4))</i>	

# PROPOSAL FORMS

**PROPOSAL FORM 1**  
**RFP No. DLNR-PCC24-01, FORM OF-1**  
**STATE OF HAWAII, DLNR**

Submitted via Email to:

[DLNR.EN.Contractadmin@hawaii.gov](mailto:DLNR.EN.Contractadmin@hawaii.gov)

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the RFP and in its attachments 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, HRS, concerning prohibited State contracts.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

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

Offeror is:

☐ Sole Proprietor   ☐ Partnership   ☐ Corporation   ☐ Joint Venture   ☐ Other \_\_\_\_\_

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

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

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

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

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

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

Respectfully submitted:

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

\_\_\_\_\_  
Authorized (Original) Signature

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

Name and Title (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:

\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL FORM 2  
OFFEROR CERTIFICATION**

**(PLEASE TYPE YOUR RESPONSE)**

Please complete the form and sign at the bottom of the page.

1. Offeror's (CONTRACTOR'S) Name:

\_\_\_\_\_

2. RFP No. DLNR-PCC24-01 Pregualified Contractors to Provide General Contractor A &/or B Services Statewide

3. The Offeror, and its subcontractors, if any, are corporations or other legal entities, and have complied with all appropriate registration requirements, if any, of the Business Registration Division.

4. The Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and shall obtain State General Excise Tax Licenses by the start of the work.

**FOR PROJECTS AWARDED UNDER THIS CONTRACT:**

5. The Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Contract period.

6. The Offeror certifies that the prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.

7. The Offeror certifies that unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the Award of the Contract.

8. The Offeror certifies that no attempt was made or shall be made by any Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

9. The Offeror certifies that the price shall remain in effect for ninety (90) calendar days following the date the Proposals are due.

By signing this Certification, I, as a duly authorized representative of the Offeror and possessing the authority to bind the Offeror to the terms of this solicitation, hereby certify the information above is true and correct. Any falsification of the statements contained herein shall be grounds for rejection of the proposal, cancellation of an award, or termination of a contract.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROPOSAL FORM 3**  
**LIST OF ANY LAWSUITS OR PENDING LEGAL ACTIONS**

**(PLEASE TYPE YOUR RESPONSE)**

Offeror must check ONE of the following:

- ☐ Offeror had lawsuits or pending legal actions, which affect or may affect the Offeror, which have taken place during the past 24 months. This shall include any lawsuits or pending legal actions involving the DLNR. \*
- ☐ Offeror had NO lawsuits or pending legal actions, which affect or may affect the Offeror, which have taken place during the past 24 months. This shall include any lawsuits or pending legal actions involving the DLNR.

\*If you checked the first box, please provide a list of lawsuits or pending legal actions here. The list shall include the status and disposition of the action. Please use the space provided below.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general note-taking. There are no margins, text, or other markings on the page.

**PROPOSAL FORM 4**  
**FINANCIAL SOLVENCY CERTIFICATION**

Please answer numbers 1, 2, and 3 using the space provided, and sign at the bottom of the page.

1. Offeror's (CONTRACTOR'S) Name: \_\_\_\_\_

2. Offeror's Point of Contact: \_\_\_\_\_  
Name Phone Email

3. The Offeror certifies that the company has been in business for \_\_\_\_ years.

4. The Offeror certifies that the company is financially solvent.

5. The Offeror **MUST** attach a letter from the surety company stating the company's bonding capacity.

6. The Offeror **MUST** attach a copy of the Hawaii State Contractor's License **A &/or B**.

7. The Offeror **MUST** attach copies of Operations &/or Field Manager's resumes.

By signing this Certification, I, as a duly authorized representative of the Offeror and possessing the authority to bind the Offeror to the terms of this solicitation, hereby certify the information above is true and correct. Any falsification of the statements contained herein shall be grounds for rejection of the proposal, cancellation of an award, or termination of a contract.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### PROPOSAL FORM 5 OFFEROR'S INFORMATION

CONTRACTOR Name:	
DBA:	
Address:	
Remittance Address: (write "SAME" if same as above)	
Business Phone Number:	
Email:	

Contact Name	Title/Position	Cell Phone	Email

Please check the types of work categories below that you are willing and licensed to perform and for which you will utilize your own direct labor.

Type	Place an X
General A	
General B	

For the categories checked above please write down the name, contractor license type, and contractor license number, please mention any Specialty Contractor licenses you may have.

--

Please X the location(s) that the Offeror can accept work:

Place X in box	Location(s)		Place X in box	Location(s)
	Oahu			Hawaii – East
	Maui			Hawaii – West
	Molokai			Kauai – East
	Lanai			Kauai - West



## Section VI – Proposal Forms

For each island checked above do you have workers based on that island or would you need to transport crews from another island? (8 pts. x 0 through 5) 40 max. pts.

### **Baseyard Capabilities (8 pts. x 0 through 5) 40 max. pts.**

Please write down the address of each of your company baseyard(s), and the number of workers based out of each yard. Please attach information on a separate sheet of paper if more space is needed.

### **Work Hours (4 pts. x 0 through 5) 20 max. pts.**

For each baseyard above please provide your regular work hours and days. Please state if the yard is capable of performing night, weekend or off hour work when necessary.

Please check the trades below that you are willing and licensed to perform and for which you will utilize your own direct labor. [place X in Yes or No]

No.	Discipline/Trade	YES	NO	Comment
1	Dredging			
2	Earthwork			
3	Electrical			
4	Elevator			

Section VI – Proposal Forms

5	Flooring			
6	General Construction			
7	Grounds Maintenance			
8	Marine Components (floating docks, buoys)			
9	Maritime Construction (docks, seawalls)			
10	Mechanical (HVAC)			
11	Painting			
12	Paving of Parking Lots and Walkways (hardscape)			
13	Plumbing			
14	PV Solar			
15	Roofing			
16	Security Systems			
17	Septic Pumping			
18	Utilities (water, sewer, drainage)			
19	Wastewater treatment			
20	Cesspool			
21	Ornamental Guardrail and Fencing			
22	Irrigation and Lawn Sprinkler			
23	Welding			
24	Cabinet, Millwork, and Carpentry			
25	Carpentry Framing			
26	Glazier			
27	Masonry			
28	Drywall			
29	Regular &/or Coconut Tree Trimming			
30	Hazardous Material Abatement			

Section VI – Proposal Forms

Please fill out all 4 experience forms

**PROPOSAL FORM 6a**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**(5 pts. x 0 through 5)**

**(PLEASE TYPE YOUR RESPONSE)**

1	Contractor's Name		
2	Client Name		
3	Project Name		
4	Project Number		
5	Was Final Acceptance Achieved or Anticipated after January 1, 2017? (put an X in applicable box)	Yes	
		No	
6	Initial Project Value \$		
7	Estimated % of Self Performed Work		
8	Estimated % of Subcontract Work		
9	Subcontractor Licenses (if any)		
10	Dollar Amount of Increases (if greater than 10% increase over the Initial Project Value, attach an additional sheet describing the circumstances of the changes)		
11	Client was one of the following (place X in applicable box)	City/County	
		State of Hawaii	
		Federal	
		Commercial	
12	Project Location (City, State)		
13	Project Scope:		
14	Description of any problems or major issues encountered during the project (if any) and what was done to resolve it.		

**PROPOSAL FORM 6b**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**(5 pts. x 0 through 5)**

**(PLEASE TYPE YOUR RESPONSE)**

1	Contractor's Name		
2	Client Name		
3	Project Name		
4	Project Number		
5	Was Final Acceptance Achieved or Anticipated after January 1, 2017? (put an X in applicable box)	Yes	
		No	
6	Initial Project Value \$		
7	Estimated % of Self Performed Work		
8	Estimated % of Subcontract Work		
9	Subcontractor Licenses (if any)		
10	Dollar Amount of Increases (if greater than 10% increase over the Initial Project Value, attach an additional sheet describing the circumstances of the changes)		
11	Client was one of the following (place X in applicable box)	City/County	
		State of Hawaii	
		Federal	
		Commercial	
12	Project Location (City, State)		
13	Project Scope:		
14	Description of any problems or major issues encountered during the project (if any) and what was done to resolve it.		

**PROPOSAL FORM 6c**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**(5 pts. x 0 through 5)**

**(PLEASE TYPE YOUR RESPONSE)**

1	Contractor's Name		
2	Client Name		
3	Project Name		
4	Project Number		
5	Was Final Acceptance Achieved or Anticipated after January 1, 2017? (put an X in applicable box)	Yes	
		No	
6	Initial Project Value \$		
7	Estimated % of Self Performed Work		
8	Estimated % of Subcontract Work		
9	Subcontractor Licenses (if any)		
10	Dollar Amount of Increases (if greater than 10% increase over the Initial Project Value, attach an additional sheet describing the circumstances of the changes)		
11	Client was one of the following (place X in applicable box)	City/County	
		State of Hawaii	
		Federal	
		Commercial	
12	Project Location (City, State)		
13	Project Scope:		
14	Description of any problems or major issues encountered during the project (if any) and what was done to resolve it.		

**PROPOSAL FORM 6d**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**(5 pts. x 0 through 5)**

**(PLEASE TYPE YOUR RESPONSE)**

1	Contractor's Name		
2	Client Name		
3	Project Name		
4	Project Number		
5	Was Final Acceptance Achieved or Anticipated after January 1, 2017? (put an X in applicable box)	Yes	
		No	
6	Initial Project Value \$		
7	Estimated % of Self Performed Work		
8	Estimated % of Subcontract Work		
9	Subcontractor Licenses (if any)		
10	Dollar Amount of Increases (if greater than 10% increase over the Initial Project Value, attach an additional sheet describing the circumstances of the changes)		
11	Client was one of the following (place X in applicable box)	City/County	
		State of Hawaii	
		Federal	
		Commercial	
12	Project Location (City, State)		
13	Project Scope:		
14	Description of any problems or major issues encountered during the project (if any) and what was done to resolve it.		

## PROPOSAL FORM 7 WORK CAPABILITIES

### Evaluation of Work Capabilities [place an X in Yes or No] (10 pts. for each “Yes”)

No.	Item	YES	NO
1	Can your company perform carpentry projects that may involve the installation of shelving and cabinetry?		
2	Can your company perform demolition work that may involve asbestos or lead abatement?		
3	Can you replace old iron water pipes in a building with copper piping?		
4	Can you replace copper, PVC, and DRISCO water lines?		
5	Can you replace a backflow preventer ranging in size from 3” to 12”?		
6	Can you install concrete curbing including an ADA compliant wheelchair ramp and/or walkway?		
7	Can you install expanded metal security fencing that requires welding?		
8	Can you tear off, dispose, and re-roof asphalt shingle, corrugated, and/or other metal roofs on walkways, pavilions, and/or cabins?		
9	Can you repair spalling concrete masonry unit (CMU) block?		
10	Can you paint a two-story building that will require scaffolding?		
11	Can you repair &/or replace a wooden deck including but not limited to posts, piers, pier blocks, joists, decking, handrails?		
12	Can you clear a root ball in sewer pipe of assorted sizes?		
13	Can you replace a corroded 480V breaker box with a new breaker box?		
14	Can you remove/install electric fixtures and outlets?		
15	Can you remove/replace 200 linear feet of a termite or water damaged covered walkway?		
16	Can you demolish existing and install new sinks, cabinets, and countertops?		
17	Can you remove and replace composite decking for piers?		
18	Can you replace cleats on piers?		
19	Can you install chain link fencing?		
20	Can you provide asphalt pavement resurfacing?		
21	Can you provide new asphalt pavement with compacted base course?		
22	Can you provide concrete pavement repair?		
23	Can you provide new concrete pavement with compacted base course?		
24	Can you provide thermoplastic pavement striping, including stenciling, handicap parking, etc.?		
25	Can you remove and replace plastic lumber fendering on piers and docks?		
26	Can you construct/install drainage facilities including A.C./concrete swales, precast drain sumps, and grating?		
27	Can you construct/install short retaining walls (less than 6’ tall)?		
28	Are you licensed to abate and dispose of hazardous materials?		
29	Can you install/repair a Clivus system?		
30	Can you replace/install windows and doors?		