HAWAII STATE DEPARTMENT OF EDUCATION

FACILITIES BUSINESS BRANCH

November 10, 2026

REQUEST FOR PROPOSALS (RFP)

RFP NO. D26-0003

SEALED PROPOSALS TO PROVIDE

JOB ORDER CONTRACTING CONSTRUCTION WORK

for

General Construction Projects Requiring a B License on the Island of Maui

FOR THE HAWAII STATE DEPARTMENT OF EDUCATION (DOE)

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

December 21, 2026

at the Hawaii State Department of Education
Facilities Business Branch
Project Control Section
3633 Waialae Avenue, Room C210
Honolulu, HI 96816

Questions relating to this solicitation may be directed to Jeannine Villanueva
via telephone at (808) 784-6840 or via facsimile at (808) 733-2102, or
via email at jeannine.villanueva@k12.hi.us

REGISTRATION FORM
For Online Solicitations

Offerors interested in this solicitation may first register participation by completing and submitting this Registration Form. This form must be emailed to jeannine.villanueva@k12.hi.us as soon as possible, but in any case, prior to the deadline for offers.

Only Offerors who are registered within ten (10) days of the deadline for offers will be forwarded addenda and/or other procurement notices related to this solicitation, if any, when issued. Failure to register within that time may result in the Offeror not receiving any addenda and/or other solicitation-related notices; 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:	RFP No. D26-0003
Solicitation Title:	Job Order Contracting Construction Work (General B licensed Maui)
Solicitation Deadline:	2:00 p.m. (Hawaii Standard Time) on December 21, 2026
Name of Company:	
Mailing Address:	
Name of Contact Person:	
Contact's Email Address:	
Contact's Telephone No.:	
Contact's Facsimile No.:	

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Form 2:	Offeror Certification
Proposal Form 3:	List of Any Lawsuits or Pending Legal Actions Proposal
Form 4:	Executive Summary
Proposal Form 5:	Company Profile
Proposal Forms 6a, 6b, & 6c:	Comparable Construction Experience, For Projects $100,000 and above
Proposal Form 7:	Key Personnel, Project Manager
Proposal Form 8:	Key Personnel, General Field Superintendent Proposal
Form 9:	Key Personnel, Safety Manager
Proposal Form 10:	Proposed Adjustment Factors and Calculation of the Award Criteria Figure (Price)

SECTION I

ADMINISTRATIVE OVERVIEW; NOTICE TO OFFERORS; KEY DATES

1.1 OVERVIEW

The Hawaii State DOE is a single school district comprised of 15 Complex Areas and charter schools. The DOE is both the State Educational Agency as well as the Local Educational Agency. The Complex Areas are made up of elementary, intermediate/ middle, and high schools within a defined geographic area. The DOE serves approximately 165,000 students attending 256 public schools. There are approximately 26 public schools on the island of Maui that are potential candidates for services under this RFP. Proponents may obtain a detailed description of the Department's organizational structure at the following website: https://hawaiipublicschools.org/about/

1.2 RFP PURPOSE

The DOE has responsibility for maintaining the facilities for the various schools and offices under its jurisdiction across seven (7) main islands that comprise the State of Hawaii. JOC is a well-recognized procurement approach employed by the Federal Government and other jurisdictions outside of Hawaii. The DOE intends to award up to ten (10) contractors to perform a full range of General B licensed construction work. The projects will be performed at DOE sites and facilities on the island of Maui.

Much of the work on DOE facilities located on Maui is performed under the supervision of staff of the Office of Facilities and Operations (OFO) and/or its authorized representatives. Personnel acting on behalf of the OFO are authorized to direct services under Job Order Contracts and Job Orders issued pursuant to this RFP.

The scope of work of the Job Order (as defined below) will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders issued under the Job Order Contract. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. Further insight into the Job Order Contracting procurement system is provided throughout this RFP. The purpose of this RFP is to award up to ten (10) Job Order Contracts.

1.3 NOTICE TO OFFERORS

Only Offerors with the required contractor's license(s) are eligible to submit a Proposal.

Pursuant to the Hawaii Public Procurement Code, Chapter 103D-303, Hawaii Revised Statutes (HRS), the DOE is issuing this Request for Proposals to Offerors.

Proposals shall be received at the Hawaii State Department of Education, Facilities Business Branch, Project Control Section, 3633 Waialae Avenue, Room C210, Honolulu, Hawaii 96816, up to 2:00 p.m. on December 21, 2026.

All work performed under the award(s) resulting from this solicitation shall be subject to the Interim General Conditions (1999 Edition) published by the Public Works Division of the State of Hawaii Department of Accounting and General Services (IGC) and is attached as Exhibit A and as modified by the special conditions attached as Exhibit A1.

By submitting a proposal under this RFP, Offerors agree to accept the terms of The Interim General Conditions (1999 Edition), as amended by Exhibit A.1, as well as the terms and conditions of this RFP.

Proposals must be submitted with the attached Proposal Form 1: Offeror Form (OF-1) with **original** ink signatures.

Upon award of a Job Order Contract, Offerors must comply with Section 3-122-112, Hawaii Administrative Rules (HAR), and supply the required business and tax compliance tax documents, as well as requirements for final payment.

The DOE is also free, in its sole discretion, to use alternative procurement methods authorized by law to complete General B licensed construction work outside of the Job Order Contracting process – the Job Order Contract does not guarantee that all General B licensed construction work will be performed under a Job Order Contract.

1.4 PROCUREMENT AUTHORITY

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules. 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(s) without approval may result in disqualification.

Issuing Office:
State of Hawaii Department of Education (DOE)
Facilities Business Branch, Project Control Section
3633 Waialae Avenue, Room C210
Honolulu, Hawaii 96816

RFP Point of Contact:

Jeannine Villanueva
Email: Jeannine.villanueva@k12.hi.us
Phone: 808 784-6840

1.7 ORGANIZATION OF THE REQUEST FOR PROPOSAL (RFP)

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

Section I — ADMINISTRATIVE OVERVIEW; NOTICE TO OFFERORS; KEY DATES
Provides Notice to Offerors, a general overview of 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.

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 Hawaii Department of Education (DOE) 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 DOE.

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	The Interim General Conditions (1999 Edition)
Exhibit A.1	Revised Section 00700 Supplemental Conditions to The Interim General Conditions (1999 Edition)
Exhibit B	Job Order Contracting (JOC) Special Conditions
Exhibit C	Construction Task Catalog®
Exhibit D	Technical Specifications
Exhibit E	Example Contract
Exhibit F	Example Job Order

Exhibit G: Checklist

Section VI PROPOSAL FORMS

Forms to be submitted as part of Proposal

Proposal Form 1: Offeror Form (OF-1)

Proposal Form 2: Offeror Certification

Proposal Form 3: List of Any Lawsuits or Pending Legal Actions

Proposal Form 4: Executive Summary

Proposal Form 5: Company Profile

Proposal Forms 6a, 6b and 6c: Comparable Construction Experience, For Projects $100,000 and above

Proposal Form 7: Key Personnel, Project Manager

Proposal Form 8: Key Personnel, General Field Superintendent Proposal

Form 9: Key Personnel, Safety Manager

Proposal Form 10: Proposed Adjustment Factors and Calculation of the Award Criteria Figure (Price)

1.8 RFP KEY DATES

Except as noted, the following schedule represents the DOE'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 DOE reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the DOE'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)	November 10, 2026
VIRTUAL Pre-Proposal Conference RFP No. D26-0003 November 13 · 10:00 – 11:00am Time zone: Pacific/Honolulu Google Meet joining info Video call link: https://meet.google.com/bwa-uvem-rkc Or dial: (US) +1 929-256-1519 PIN: 853 029 819# More phone numbers: https://tel.meet/bwa-uvem-rkc?pin=5578827829713	November 13, 2026 Please contact jeannine.villanueva@k12.hi.us to be added to the virtual meeting.

Deadline for submission of written questions	On or before 2:00 p.m., November 20, 2026
DOE's responses to written questions	on or about December 4, 2026
Proposals due at: Department of Education Facilities Business Branch Project Control Section 3633 Waialae Avenue, Room C210 Honolulu, Hawaii 96816 **THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY DOE'S PROJECT CONTROL SECTION.**	2:00 p.m., December 21, 2026
Evaluation of Proposals	December 22 through January 7, 2027
Best and Final Offer (BAFO) (optional at DOE's discretion)*	January 11, 2027
Contractor Selected (if no BAFO)	on or about January 8, 2027
Contract Awarded	on or about January 15, 2027
Contract Commencement Date/Notice to Proceed	on or about February 1, 2027

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

1.9 DEFINITIONS

1.9.1 Adjustment Factor - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.

1.9.2 Award Criteria Figure - The amount determined in the Award Criteria Figure Calculation section of the Proposal Form, which is used for the purpose of determining the lowest price.

1.9.3 Base Term - The initial period of the Contract without any Option Terms.

1.9.4 Construction Task Catalog® - A comprehensive listing of construction- related tasks together with a specific unit of measure and a published Unit Price.

1.9.5 Detailed Scope of Work - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.9.6 Job Order - A written order issued by the DOE, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.

1.9.7 Job Order Completion Time - The time within which the Contractor must complete the Detailed Scope of Work.

1.9.8 Job Order Contract – A contract awarded under this RFP. The DOE may award up to ten (10) Job Order Contracts, with no more than one (1) Job Order Contract awarded to any single contractor.

1.9.9 Job Order Price - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

1.9.10 Job Order Price Proposal - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non- Pre-priced Tasks, quantities, and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

1.9.11 Job Order Proposal - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents.

1.9.12 JOC Technical Specifications - The written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

1.9.13 Joint Scope Meeting - A site meeting to discuss the work before the Detailed Scope of Work is finalized.

1.9.14 Maximum Job Order Value – The Maximum Job Order value per Job Order is $50,000,000.00.

1.9.15 Non-Pre-priced Task - A task that is not set forth in the Construction Task Catalog®.

1.9.16 Normal Working Hours - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for DOE holidays.

1.9.17 Notice to Proceed - A written notice issued by the DOE directing the Contractor to proceed with construction activities to complete the Job Order.

1.9.18 Option Term - An additional period of time beyond the Job Order Contract Term, which extends the termination date of the Contract.

1.9.19 Other than Normal Working Hours - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday,, and all day Saturday, Sunday, and DOE Holidays.

1.9.20 Owner – The State of Hawaii Department of Education. Also called DOE.

1.9.21 Pre-priced Task - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

1.9.22 Project - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

1.9.23 Request for Proposal - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.

1.9.24 Secured Facilities - Facilities deemed Secured by the County. A Secured Facility may require background checks and/or tool inventory.

1.9.25 Supplemental Job Order - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.

1.9.26 Technical Specifications – The written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

1.9.27 Unit Price - The price published in the Construction Task Catalog® for a specific construction or construction-related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

1.9.28 Work - All materials, labor, and use of tools, equipment, and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

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; the preparation and submittal of the Proposal; and evaluation.

After evaluation, the Evaluation Committee (EC) will make its recommendation to the Procurement Officer (PO), who may award up to ten (10) Job Order Contracts.

The DOE reserves the right to cancel this solicitation or reject offers in whole or in part when it is in its best interest. The DOE 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 other 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 a 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 their written comments concerning any defects and questionable or objectionable matter to the Project Control Section **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 HRS §103D-701.

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 of the qualifications required by this RFP. Failure to meet the qualifications as specified in *Section IV, 4.3.2* Company Profile, will most likely have adverse effects on the evaluation of Offeror's Proposal.

e. Obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein prior to commencing 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. Offer Guaranty/Bid Security/Surety Bid Bond. An offer guaranty in the amount of $25,000 is required for this Request for Proposal.

b. The Interim General Conditions (1999 Edition) sets forth additional terms and conditions for the RFP and Award Process. The IGC will be part of the Contract documents by which the STATE and the CONTRACTOR will be bound. Offerors are directed to the GC for Contract and statutory requirements and for execution of Contract requirements. Offerors are also directed to *Section V, Exhibit A:* The Interim General Conditions (1999 Edition).

c. 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, 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 two (2) business days. All submitted Proposals shall become the property of the State of Hawaii.

d. Prices (*Refer to RFP Section IV, 4.3.5 Price):* Job Order pricing shall be based on Unit Prices listed in the Construction Task Catalog® and the Adjustment Factors submitted by the Offeror under this RFP and shall include all applicable taxes and any and all hardware and software, modifications to existing system, installation transportation costs, system maintenance costs, plus all other costs for labor, materials, and equipment required to complete the project including post- construction support.

e. Checklist (Exhibit G).
Offerors may use the checklist provided as Exhibit G to ensure all necessary documents and proposal forms are compiled as part of their Proposal. The Offeror is not required to submit this checklist to the DOE with their proposal. The DOE 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.

f. Complete Offer 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. Failure to do so may delay proper execution of the Contract.

The **Offeror's authorized signature shall be an original signature in ink**. If the Offeror Form (OF-1) is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature indicating the Offeror's intent to be bound.

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 DOE 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 in order to facilitate inspection of the non-confidential portion of the offer.

Prices and Adjustment Factors are not confidential and will not be withheld. If a request is made to inspect the confidential material, the inspection shall be subject to a 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

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 Maui. 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 (1) of the following, as proof of compliance:

a. 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.

OR

b. 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.

2.2.5 Insurance Requirements

Prior to award of the Job Order Contract, the STATE shall also require verification of the insurance coverage required in Section 7.3 of the IGC.

2.2.6 Proposal Opening

Proposals shall not be opened publicly but shall be opened in the presence of two or more procurement officials. The register of Proposals and Offerors' Proposals shall be open to public inspection upon posting of the Award. All Proposals and other material submitted by Offeror become the property of the STATE and may be returned only at the STATE's option.

2.2.7 Required Review/Written Inquiries

a. Written inquiries concerning this RFP shall be submitted in writing to the Procurement Officer at the Project Control Section, 3633 Waialae Avenue, Room C210, Honolulu, Hawaii 96816, up to 2:00 p.m. on November 20, 2026.

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 RFP contact person identified via fax or e-mail by the date and time established for submission of written questions to ensure an official response. The DOE 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 DOE 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 DOE will publish the questions as they are submitted, including any background information provided with the question. The DOE, at its sole discretion, may omit questions that 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 DOE 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 DOE 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 HRS §103D-701.

2.2.8 RFP Addenda: Clarifications

The DOE may periodically issue an addendum that may increase or decrease the Contract scope of work, timelines, provisions, or conditions. The DOE will make the addenda available to the Offerors at the respective DOE's office or through the State Procurement Office's (SPO) Hawaii Awards & Notices Data System (HANDS) website. Only Offerors who are registered within ten (10) days of the deadline for offers will be forwarded addenda and/or other procurement notices related to this solicitation when issued, if any. Failure to register within that time may result in the Offeror not receiving any addenda and/or other solicitation-related notices; the Offeror's submittal may therefore be rejected and not considered for award if addenda and/or procurement notices are not complied with.

The DOE 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 (DOE), as provided in §3-122-95 through 3-122-97, HAR.

2.2.10 Notice of Intent to Offer (Letter of Intent)

A Notice of Intent (issued on Offeror's letterhead) to submit a Proposal is NOT required, however, Offerors interested in this solicitation should first register participation by completing and submitting a Registration Form (see introductory pages of this RFP for Registration Form).

2.3 PROPOSAL DEADLINES

Proposals must be received and time-stamped at the DOE Project Control Section (PCS) of the Facilities Business Branch no later than **2:00 p.m. on December 21, 2026**, or as amended. Proposals received earlier will be held unopened.

Whether or not Proposals are opened exactly at the established deadline, none will be received after that time. Proposals received after the deadline shall be rejected and returned unopened to the Offeror. Timely receipt of offers shall be evidenced by the date and time registered by the Facilities Business Branch's time stamp clock. These conditions apply regardless of whether a Proposal is mailed or hand-delivered.

2.4 DISQUALIFICATION OF PROPOSALS

The DOE 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 Job Order Contracting.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one (1) or more of the following non-exclusive reasons as solely determined by the DOE:

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, or a Proposal not containing an original signature in ink.

2.4.4 A faxed or electronically submitted Proposal will not be accepted or acknowledged.

2.4.5 More than one Proposal 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 DOE's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to DOE 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 103D, HRS, 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.

When the selection process is complete and a Job Order Contract signed, a DOE Project Coordinator (PC) will be assigned to interact with the vendor and monitor their work and performance.

2.6 OFFER ACCEPTANCE PERIOD

The DOE's acceptance of a Proposal, if any, will typically be made within sixty (60) calendar days after the opening of Proposals. Prices quoted by the Offeror shall therefore remain firm for sixty (60) calendar days from the date Proposals are due.

2.7 NOTIFICATION OF AWARD; NON-SELECTED OFFEROR(s)

Up to ten (10) Contract Awards may be made to responsive, responsible Offerors whose Proposals are determined by the EC to be the most advantageous to the STATE based on the evaluation criteria. Upon completion of the Award process, the DOE shall post publicly any applicable Notice of Award which may be viewed at the Issuing Office.

All Offerors will be notified of the results in writing. The DOE is not responsible for delays or non-receipt of such notification. Failure of any Offeror to receive any such notification shall not relieve the Offeror of any obligations or requirements herein.

2.8 DEBRIEFING

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

2.9 PROTEST OF SOLICITATION OR AWARD

Pursuant to HRS §103D-701 and HAR §3-126, any Protest shall be submitted in writing to the DOE's Chief Procurement Officer, c/o Project Control Section at 3633 Waialae Avenue, Room C210, Honolulu, Hawaii 96816.

A Protest of the solicitation content shall be submitted in writing within five (5) working 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 an Award or proposed Award shall be submitted in writing within five (5) working days after the posting of the Contract Award or within five (5) working days following a debriefing. The Notice of Award letter(s) resulting from this solicitation shall be posted on the DOE's website.

2.10 CONTRACT

The selected Offeror(s) (CONTRACTOR(S) receiving the Award shall be required to enter into a formal written Job Order Contract. Subsequent to Job Order Contract execution, the DOE will issue a Notice to Proceed and a fully executed copy of the Job Order Contract to the CONTRACTOR. The term of the resultant Job Order Contract shall commence on the date indicated in the Notice to Proceed. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the Notice to Proceed and the DOE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official commencement date.

2.10.1 Contract Award

An Award, if any, shall be made to the responsive and responsible Offeror(s) with the highest number of points and who's Proposal the DOE deems most advantageous in accordance with the evaluation criteria specified.

The DOE will award up to ten (10) individual Job Order Contracts based on a minimum required score of seventy-five percent (75%) of the total points possible.

Failure to execute a Job Order Contract as required within ten (10) calendar days after the Awardee has received the Contract, or such further time as the DOE may allow for execution, shall be just cause for the annulment of the Award. The DOE 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 DOE.

2.10.2 Conditions for Award

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

b. The DOE Procurement Officer may hold all offers up to sixty (60) calendar days from the date Proposals were opened. Unless otherwise required by law, Proposals may not be withdrawn without penalty.

c. The Award of the Job Order Contract and individual Job Orders is conditioned upon funds made available for the project, if applicable.

d. Any Agreement or Job Order Contract is subject to approval by the Attorney General of the DOE, 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

This RFP and applicable parts of the successful Proposal shall be incorporated into the Job Order Contract. See Section 3.6 for Order of Precedence of Contract Documents.

2.10.4 Job Order Contract Term

The Job Order Contract shall be effective upon full execution.

a. Base Term

The initial term of the Job Order Contract shall be for a two (2) year period. Individual Job Orders may extend that period as to that Job Orders only for purposes of completing the work of the Job Order, but no new Job Orders will be issued under the Job Order Contract at the expiration of the two (2) year period unless the parties have executed an agreement for an Option Term.

b. Option Term

Unless terminated, the Job Order Contract may be extended up to four (4) times by the DOE for a twelve (12) month period, each an Option Term, without rebidding, upon mutual agreement of the parties in writing, at least ninety (90) calendar days prior to the expiration date. The same terms and conditions of the original Job Order Contract apply, or as negotiated between the DOE and the CONTRACTOR.

As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Job Order Contract for each additional Option Term.

2.10.5 Additional Terms and Conditions

The DOE reserves the right to add terms and conditions. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

2.10.6 Supplemental Job Order – Changes in the Work

The CONTRACTOR shall not commence additional work on a Job Order until the Procurement Officer has issued a Supplemental Job Order. See the JOC Special Conditions regarding Supplemental Job Orders.

2.10.7 Contract Modifications

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

2.10.8 Performance Period

The CONTRACTOR shall complete the Work of a Job Order within the time limits specified in the Job Order. The time specified in the Job Order is the maximum time allowed.

The CONTRACTOR will provide the DOE with a milestone schedule, showing dates for phased implementation which include project planning, analysis and design, configuration and development, testing, training, deployment, and go-live support as required for each Job Order.

By the date established for furnishing the milestone schedule, the DOE will disclose to the CONTRACTOR any performance concerns and issues. The DOE agrees to meet and confer regarding the performance concerns, technical and other issues that appear to warrant corrective action.

If the CONTRACTOR effectively meets the performance milestones and described tasks or addresses the performance concerns, a letter of acceptance will be issued to the CONTRACTOR. Failure to meet the performance measures may result in a letter of Job Order Contract termination.

2.10.9 Failure to Execute Job Order 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 DOE, Project Control Section as soon as possible or by the deadline established by the DOE. If CONTRACTOR fails to submit a valid certificate and/or compliant documentation on a timely basis, the Award may be annulled and an Award may be made to an Offeror otherwise responsive and responsible.

2.10.10 Contract Invalidation

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

2.10.11 Payment and Performance Bonds

The Payment and Performance bonds shall be required as part of each Job Order. The Payment and Performance bonds shall be in penal sum equal to one hundred percent (100%) of the value of the Job Order.

2.10.12 Example Contract

Exhibit E is the standard State Contract. By submitting an offer to this solicitation, the Offeror hereby accepts the RFP terms and the example contract attached as Exhibit E terms without modification.

2.10.13 Example Job Order

Exhibit F is a standard Job Order. By submitting an offer to this solicitation, the Offeror hereby accepts the RFP terms and the example Job Order attached as Exhibit F terms without modification.

SECTION III

SCOPE OF SERVICES AND REQUIREMENTS

3.1 INTRODUCTION

The selected CONTRACTOR(S) having received a Contract pursuant to the terms described herein to this RFP form a Pre-Qualified Vendor List. CONTRACTOR(S) may be issued Job Orders for General B licensed construction projects at DOE locations on the island of Maui.

The RFP includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. The Contractor will propose Adjustment Factors. The Adjustment Factors are to be applied to the Unit Prices contained in the Construction Task Catalog®. The Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.

This RFP is intended for offerors who possess a "B" license. Contractors who do not possess a "B" license are restricted to projects not requiring the use of two or more unrelated building trades or crafts .

The DOE, at its sole discretion, may award up to ten (10) Job Order Contracts to the Contractor(s) offering the best value to the DOE in terms of technical factors and price.

In the event that there is a tie score, those qualifying offerors will both receive an award counting to the ten (10) awards. If there is a tie for the lowest scored remaining award for the ten awards, the awarded number of contracts will be expanded to allow the Contractor(s) whose score would have qualified for the tenth available award to receive awards. If this occurs, all references in the solicitation shall be adjusted to reflect the new total awards subject to the inclusion of tie scores in the paragraph.

Thereafter, as projects are identified, the DOE will select, at its sole discretion, a CONTRACTOR from the contractors awarded a Job Order Contract (see Exhibit B – Job Order Contracting (JOC) Special Conditions). The DOE and the selected Contractor will jointly scope the work and the DOE will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, incidental drawings and sketches, a list of Subcontractors (see Section 3.8), construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The DOE will award up to ten (10) individual Job Order Contracts for General Construction Work based on a minimum required score of seventy-five percent (75%) of the total points available.

Contract Type	License Required	Bid Security/ Surety Bid Bond	Maximum Value per Job Order	Estimated Annual Contract Value	Maximum Contract Duration (Sum of Base Term and allowed Option Terms)	Payment and Performance Bonds per Job Order
General B licensed Construction	**B**	**$25,000**	**$50,000,000**	**$1,000,000**	**6 years**	**100% of each Job Order value**

3.2 PRE-PROPOSAL CONFERENCE

a. A pre-proposal conference will be held virtually via Google Meet on November 13, 2026 from 10:00–11:00 a.m. Join the meeting using the links shown below:

VIRTUAL PRE-PROPOSAL CONFERENCE JOC B MAUI RFP NO. D26-0003
November 13 · 10:00 – 11:00am

Time zone: Pacific/Honolulu
Google Meet joining info
Video call link: https://meet.google.com/bwa-uvem-rkc
Or dial: (US) +1 929-256-1519 PIN: 853 029 819#
More phone numbers: https://tel.meet/bwa-uvem-rkc?pin=5578827829713

Please contact jeannine.villanueva@k12.hi.us to be added to the virtual meeting.

b. Offers submitted by firms not represented at the Pre-Proposal Conference will not be considered.

3.3 CONTRACT VALUE

a. There is no Minimum Contract Value. The Maximum Value for each Job Order is $50,000,000. There is no guarantee that DOE will issue Job Orders for work under the Job Order Contract.

b. The DOE has no obligation to give the Contractor the opportunity to perform Job Orders. The CONTRACTOR is obligated, under the Job Order Contract, to perform the work for which the DOE has issued it a Job Order (see Exhibit B – Job Order Contracting (JOC) Special Conditions, Section 2.2 and 2.4).

3.4 ADJUSTMENT FACTORS

There are five (5) Adjustment Factors for each Job Order Contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. **The Adjustment Factors submitted with the Offeror Proposal shall be in effect the full term of the contract including the Base Term and any and all Option Terms.** The Adjustment Factors are as follows:

a. Normal Working Hours (Monday through Friday 7:00 am to 4:00 pm except DOE holidays).

b. Other Than Normal Working Hours (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday, and holidays).

c. Secured Facilities, Normal Working Hours (Monday through Friday 7:00 am to 4:00 pm except DOE holidays).

d. Secured Facilities, Other Than Normal Working Hours (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday, and holidays).

e. Non pre-priced tasks

Notes regarding the Adjustment Factors:

a. The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.

b. The Non Pre-priced Adjustment Factor must be greater than or equal to 1.000.

3.5 CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

a. The Construction Task Catalog® issued with this Solicitation will be in effect until December 31, 2026. When developing a Job Order Price Proposal, the Contractor shall use the Construction Task Catalog® valid as of the date the Job Order Notice to Proceed is issued.

b. A new Construction Task Catalog® will be furnished on January 1st and July 1st of each year under this contract. The new Construction Task Catalog® will be effective for the six (6) month period following the date of issuance and all previously issued Construction Task Catalogs® will become invalid. Each Construction Task Catalog® shall only apply to Job Orders with a Job Order Notice to Proceed issued after the effective date of that specific Construction Task Catalog® and shall have no impact on Job Orders with Job Order Notices to Proceed issued prior to the effective date of that specific Construction Task Catalog®.

   The Contractor will be issued the new Construction Task Catalog® for review and acceptance prior to accepting new work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order Notice to Proceed is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

c. Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than twenty-five percent (25%) above what the cost of that material was on the date the Construction Task Catalog® was issued.

   1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,

      a) identify the specific material that has experienced a major spike,

      b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and

      c) demonstrate that the spike exists by submitting a minimum of three (3) quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.

   2. DOE, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

   3. DOE at its option may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

3.6 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents, constituting component parts of the Job Order Contract, are listed in order of precedence with item "a" representing the highest precedence for resolution of any conflicts:

a. An individual Job Order and related documentation including, but not limited to the Detailed Scope of Work, Drawings, State of Hawaii, Department of Education Technical Specifications, Job Order Proposal, and Supplemental Job Orders.

b. The Job Order Contract

c. This Request for Proposals

d. The JOC Special Conditions

e. Revised Section 00700 Supplemental Conditions to the General Conditions

f. The Interim General Conditions (1999 Edition)

g. The Construction Task Catalog®

h. The JOC Technical Specifications

i. The Proposal submitted by the CONTRACTOR

3.7 LISTING OF SUBCONTRACTORS

Contractor shall complete the "Subcontractors List" for each Job Order and submit it with the Job Order Proposal. 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. Failure of the Contractor: to provide the correct names, license numbers, specialty class number, classification description; to indicate that the specialty contractor is required for the project; and to identify the specialty contractors may cause the Job Order Proposal to be rejected.

a. Contractor agrees the completed listing of Subcontractors is required for the project and that the Contractor, together with the listed subcontractors, have all the specialty contractor's licenses to complete the work. The Contractor acknowledges that its Subcontractors performing the work must be properly licensed Contractors.

b. 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 ether obtained on its own or obtained automatically under HAR §16-77-32.

c. 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.

d. 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.

e. Instructions to complete the Subcontractors List

1. Determine the specialty contractor classification(s) required for the project and provide the complete firm 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.

2. List only one Subcontractor per required specialty Contractor’s classification.

3. 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. Contractors shall fill in the complete class number, class description, firm name, and license number of the respective Subcontractor. The Contractor need not include any Subcontractor previously listed for the Job Order Proposal.

3.8 EPA LEAD RENOVATION, REPAIR AND PAINTING (RRP) RULE CERTIFICATION

a. 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.

b. 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 to either also be certified renovators or be trained on the job by a certified renovator.

3.9 PROJECT LABOR AGREEMENT (PLA) FOR STATE CONSTRUCTION PROJECTS

3.9.1 ADMINISTRATIVE DIRECTIVE NO. 24-01 (Directive), dated February 16, 2024, requires a PLA (available at https://budget.hawaii.gov/wp-content/uploads/2024/02/AD-24-01.pdf) for all projects with award amounts in excess of one million five hundred thousand dollars ($1,500,000).

3.9.2 COMPTROLLER'S MEMORANDUM NO. 2024-20, Guidelines - Project Labor Agreements (PLA) for State Construction Projects, dated July 26, 2024, provided Guidelines for Implementing Administrative Directive No. 24-01 relating to Use of Project Labor Agreements for State Construction Projects, Issued by the Department of Accounting and General Services, Effective July 26, 2024. (https://ags.hawaii.gov/wp-content/uploads/2024/07/CM2024-20.pdf)

3.9.3 The definitions of the terms "Contractor" and "Subcontractor" for the purposes of this solicitation are those contained in the agency's General Terms and Conditions for Construction, not as defined in the PLA.

3.9.4 The required form of the Contractor's Agreement-to-Be-Bound may be found in Attachment "A" at the end of this section.

3.9.5 Agreement-to-Be-Bound. A sample Letter of Assent is provided in Attachment "B" at the end of this section.

3.9.6 Any Subcontractor performing only trade work not represented by PLA signatories shall not be required to submit a Letter of Assent. However, any such subcontractor shall be required to execute and provide to the awarded Contractor a written statement attesting that the subcontractor will be performing only trade work not subject to the PLA, in the form of an Attestation of Exemption executed by a person authorized to bind the Subcontractor.

The awarded Contractor shall provide any such Attestation of Exemption to the Department upon demand. A sample Attestation of Exemption is provided in the Attachment "C" at the end of this section.

3.9.7 The Contractor who is awarded the project must:

a. Obtain either a Letter of Assent or Attestation of Exemption, as appropriate, from each subcontractor of any tier who may be employed on the project and make copies of such documents available to the Department upon demand.

b. Execute an Agreement-To-Be-Bound.

c. Submit to the Department a complete, fully executed Agreement-To-Be-Bound within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the Department. Failure to timely submit any required Agreement-To-Be-Bound or to provide upon demand any required Letter of Assent or Attestation of Exemption shall be cause for the State in its sole discretion to rescind the subject award and to award the project to: the responsive and responsible offeror with the next lowest bid price for a solicitation made under HRS 103D-302; or the next highest

ranked offeror satisfying all solicitation requirements for a solicitation made under HRS 103D-303.

3.9.8 By submitting an executed Agreement-to-Be-Bound the Contractor shall be deemed to have certified that all required Letters of Assent and Attestations of Exemption have been gathered and will be made available to the Department upon demand.

3.9.9 Contractors and their subcontractors (of any tier) are not required to be party to any collective bargaining agreement to participate in a Covered Project.

3.9.10 The Contractor shall maintain in a current status throughout the life of the contract the Agreement-To-Be-Bound, and all Letters of Assent and Attestations of Exemption from subcontractors of all tiers.

3.9.11 It is understood that by virtue of executing an Agreement-To-Be-Bound, a Contractor will not be obligated to sign a collective bargaining agreement as a condition of performing Work.

3.9.12 The Contractor has the primary obligation to meet all conditions of the PLA. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor elect to subcontract, the Contractor shall continue to have such primary obligation.

3.9.13 The State shall remain impartial concerning any dispute between labor and its Contractor and not undertake the conciliation, mediation, or arbitration of a labor dispute. All labor disputes shall be resolved pursuant to the procedure set forth in the PLA.

SECTION IV

PROPOSAL CONTENT, CRITERIA, AND EVALUATION

4.1 SECTION OVERVIEW

The intent of this section is to organize the submittals of Proposals to allow for easier review and ensure minimum requirements are met. The 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 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, 2.2.2c 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. 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.

Respondents must demonstrate the ability to embrace JOC, including:

- The true understanding of TEAM and "to act as a unit"
- Increased communication and coordination at all project levels via the frequency and timing of formal and informal Project meetings / conference calls
- Willing to physically collocate with other design and construction team members / firms to facilitate interactive workflows and collaboration
- Support the design process and offer constructive input from the Contractor's standpoint
- Creation of partnership relationships with all parties involved in the JOC process
- Detailed monthly reporting
- Employment of DOE design and construction standards as applicable
- Use the DOE reporting and decision making processes to accurately and transparently convey the status and result of Project issues and options
- Early and continuous involvement of Audit resources

As part of this JOC Delivery Process and as a team, we will need to establish a comprehensive list of standards and metrics for evaluating process success. The following list details some of the desired outcomes to be evaluated:

- Project exceptionally satisfying to end users
- Benchmarked cost results (both objective and subjective measures)
- Profitable participation by all team members
- No change orders (other than scope changes)
- No litigation
- Meet schedule and budget
- Exceed desired safety metrics

Any and all corrections to the Proposal shall be initiated in ink by the person signing the

Proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initial may cause rejection of the Proposal.

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 STATE 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) original (labeled ORIGINAL) and one (1) digital copy (USB or CD must be included within the envelope or package; emailed digital copies are unacceptable) of the Proposal are required. The original is to be single-sided, unbound, and is to be signed by the person with the authority to commit the Offeror.

Please include the following in the **sealed** envelope of 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:

STATE OF HAWAII DEPARTMENT OF EDUCATION
JOB ORDER CONTRACTING GENERAL B LICENSED CONSTRUCTION WORK MAUI (insert DATE)
SUBMITTED IN RESPONSE TO RFP NO. D26-0003
Project Control Section
3633 Waialae Avenue, Room C210
Honolulu, Hawaii 96816

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
-Offer Guaranty/Bid Security/Surety Bid Bond
-Financial Statements
-Compliance Documents
-Insurance Requirements
-Offeror Form (OF-1) Proposal Form 1

-Offeror Certification	Proposal Form 2
-List of Any Lawsuits or Pending Legal Action	Proposal Form 3

TECHNICAL PROPOSAL

Proposal Form 4:	Executive Summary
Proposal Form 5:	Company Profile (Including Experience Modification Rating (EMR) letter on insurance carrier's letterhead.)
Proposal Forms 6a, 6b, 6c:	Construction Experience Proposal
Forms 7, 8, 9:	Key Personnel
Proposal Form 10:	Price

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

OFFEROR FORM (OF-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 Job Order Contract.

The **Offeror's authorized signature shall be an original signature in ink**. If the Offeror Form (OF-1) is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

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.

d. A statement that the Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Job Order Contract period.

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

f. 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 Job Order Contract.

g. 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.

h. The price shall remain in effect for sixty (60) calendar days following the date the Proposals are due.

4.2.3 Financial Stability

a. Offeror shall attach the financial statements for the company, preferably audited, for the previous three (3) years. If this data is unavailable, copies of filed tax returns shall be provided.

As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information be kept confidential. Otherwise, contents of all Proposals shall be made public as provided in §3-122-58, HAR, after a Job Order Contract is signed by all parties.

b. 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 twenty-four (24) months. The list should include the status and disposition of the action.

4.2.4 Compliance Documents

a. **Proof of Compliance** from the Department of Taxation, Department of Labor,

and Department of Commerce and Consumer Affairs. *See Section II, 2.2.4a Documentations of Compliance*.
Or

An original ***Certificate of Vendor Compliance*** (*See Section II 2.2.4b*) as issued by the State Procurement Office via the online system, Hawaii Compliance Express. Details regarding this online application process can be viewed at: http://vendors.ehawaii.gov/hce/.

4.2.5 Insurance Requirements– Refer to *Section II, 2.2.5 Insurance Requirements*. Provide proof of insurance documents verifying the coverages specified.

4.3 TECHNICAL PROPOSAL (Total: 300 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, excluding 4.3.5 Price, will be evaluated according to the criteria 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.

For example, if a proponent scores a 5 or "Excellent" rating for Tab 2 (Executive Summary), which is valued at a possible ten (10) points, then the proponent would score a fifty (50) for that portion of the Proposal.

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

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

4.3.1 Form 4: Executive Summary (10 pts x 0 through 5)

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear understanding of the entire Proposal. Complete **Proposal Form 4.**

4.3.2 Form 5: Company Profile (10 pts x 0 through 5)

This section shall include the background of the company, its size, and resources relevant to the Job Order Contract. Complete **Proposal Form 5.**

4.3.3 Forms 6a, b, c: Construction Experience (15 pts x 0 through 5)

The DOE is seeking to obtain the services of experienced construction Contractors with work experience similar to the type of work the DOE may procure with JOC. Complete **Proposal Forms 6a, b, c** for a total of three (3) projects whose final value, including change orders, is each equal to or greater than one hundred thousand dollars ($100,000). All submitted projects must have a final acceptance date after January 1, 2023. Projects that have a final acceptance date before January 1, 2023, will not be considered. Contractors with less experience will be considered, but will be scored accordingly. Offerors must attach additional descriptions and/or pictures for each project.

The representative listed for each project must have adequate knowledge of the services provided to be able to discuss the services with the STATE.

4.3.4 Forms 7, 8, 9: Key Personnel (15 pts x 0 through 5)

The DOE desires to have the Job Order Contract/Job Order administered by personnel with extensive construction experience. For each position listed below, complete the appropriate form and attach a resume.

a. Project Manager: Complete **Proposal Form 7** and attach a resume.

b. General Field Superintendent: Complete **Proposal Form 8** and attach a resume.

c. Safety Manager: Complete **Proposal Form 9** and attach a resume.

The key personnel submitted in response to this RFP shall be assigned for the duration of the Job Order Contract with prior approval by the DOE.

4.3.5 Form 10: Price (50 pts)

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices, and 0.9500 would be a 5% decrease to the Unit Prices. Contractors who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive, and their proposal will be rejected.

Complete **Proposal Form 10** – Proposed Adjustment Factors and Calculation of the Award Criteria Figure (Price).

For evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure (Price).

- Normal Working Hours: = 55% Weight
- Other than Normal Working Hours: = 35% Weight
- Secured Facility Normal Working Hours = 5% Weight
- Secured Facility Other than Normal Working Hours = 5% Weight
- Non Pre-priced Adjustment Factor: = 10% Weight

The Proposal with the lowest Award Criteria Figure (Price) shall receive the highest available rating allocated to Price. Each Proposal with a higher Price than the lowest shall have a lower rating for Price. The points allocated to higher- priced Proposals shall be equal to the lowest Proposal Price multiplied by the maximum points available for Price, divided by the higher proposal Price.

4.4 BEST AND FINAL OFFER

Following the evaluation of responses, the DOE, 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 needs only to 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. This Notification shall be submitted via email to jeannine.villanueva@k12.hi.us by the BAFO deadline specified.

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 the Job Order Contract.

PACKAGING OF BEST AND FINAL OFFER

One (1) original (labeled ORIGINAL) and one (1) digital copy (USB or CD must be included within the envelope or package; emailed digital copies are unacceptable) of the Best and Final Offer are required if requested. The original is to be single-sided, unbound, and is to be signed by the person with the authority to commit the Offeror.

Please include the following in the **sealed** envelope of the Best and Final Offer:

4.4.1 Be clearly marked as follows:

STATE OF HAWAII DEPARTMENT OF EDUCATION
JOB ORDER CONTRACTING GENERAL B LICENSED CONSTRUCTION WORK MAUI
SUBMITTED IN RESPONSE TO RFP NO. D26-0003
Project Control Section
3633 Waialae Avenue, Room C210
Honolulu, Hawaii 96816

4.4.2 Indicate the name, address, telephone number, email and/or fax of the Offeror;

4.4.3 Indicate the Proposal due date and time;

4.4.4 Indicate the RFP Name and RFP Number; and

4.4.5 Be sealed.

4.5 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.

4.6 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 Job Order Contract award.

The award shall be issued in writing to the responsible Offeror(s) whose Proposals are determined to provide the best value to the State, taking into consideration price, and the evaluation criteria in the RFP. The Award will be posted on the State Procurement Office HANDS website http://hands.ehawaii.gov.

Section V
EXHIBITS

EXHIBIT A

The Interim General Conditions (1999 Edition)

LINK TO General Conditions

EXHIBIT A.1

Revised Section 00700 Supplemental Conditions

EXHIBIT A.1
REVISED SECTION 00700 SUPPLEMENTAL CONDITIONS

The Interim General Conditions (1999 Edition) published by the Public Works Division of the State of Hawaii Department of Accounting and General Services are incorporated herein and form a part of the Job Order Contract and Job Orders Between the Contractor and the Department of Education, State of Hawaii, except as modified herein. The references below are to Sections in the Interim General Conditions. Copies of the Interim General Conditions may be obtained from the Department of Accounting and General Services, Public Works Division, Oahu Office, State of Hawaii, fourth floor of the Kalanimoku Building, Room 422, 1151 Punchbowl Street, Honolulu, Hawaii or at the DAGS District Offices on Kauai, Maui, and Hawaii.

The following clarifications and modifications apply to the Interim General Conditions:

1. The term “Contract” shall refer to Job Order Contract except that when the term “Contract” is used to describe the Work associated with an individual project, the term “Contract” shall be replaced with “Job Order.”

2. Whenever the term “Contract Time” is used to describe the duration associated with an individual project, the term “Contract Time” shall be replaced with “Job Order Completion Time.”

3. Whenever the term “Contract Sum or Price” is used to describe the value associated with an individual project, the term “Contract Sum or Price” shall be replaced with “Job Order Price”

4. The Job Order Price shall set forth the fixed price, lump sum amount for which the Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, estimated quantities, lists of materials and bid prices shall not apply, the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.

5. All references to “Bid Items” shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.

6. All references to “change order work,” “extra work,” “force account work,” and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.

7. The Construction Task Catalog® shall govern the work included in the Unit Price of a Pre-priced Task.

The following specific changes are made: Article 1 – Definitions:

1.5 Replace this Section with the following: “ADVERTISEMENT – A public announcement soliciting offers.”

Replace all references to “Bid” in the Interim General Conditions with “Proposal.”

1.11 Replace all references to “Bidder” in the Interim General Conditions with “Offeror.”

1.12 Delete this Section.

1.13 Delete this Section.

1.18 Replace this Section with the following: “COMPTROLLER – See D.O.E. Superintendent.”

1.21 Replace Contract with “Job Order.”

1.21 Replace Contract Documents with “Job Order Proposal.”

1.23 Replace Contract Price with “Job Order Price”

1.24 Replace Contract Time with “Job Order Completion Time.”

1.26 Replace Accounting and General Services with “Department of Education.”

1.49 Delete

1.50 Delete

1.53 Delete Shop and add “and Sketches.”

1.55 Delete Specifications and replace with “Job Order Proposal.”

Article 2 – Delete in its entirety

Article 3 - Delete in its entirety with the exception that Section 3.7 Requirement of Performance and Payment Bonds shall remain in full force and effect.

Section 4.5 - Delete in its entirety

EXHIBIT B

JOC

Special Conditions

EXHIBIT B
JOB ORDER CONTRACTING (JOC) SPECIAL CONDITIONS

1. CONTRACTOR SELECTION

1.1. Job Order Contracting: The DOE may award an individual Job Order to any selected Contractor that has an active Job Order Contract with the DOE.

1.2. The DOE is also free, in its sole discretion, to use alternative procurement methods authorized by law to complete services, as described in the RFP, outside of the Job Order contracting process – the Job Order Contract does not guarantee that all services, as described in the RFP, will be performed under a Job Order Contract.

1.3. Selection of the Contractor and award of the Job Order will be in compliance with established DOE procedures and based on one or more of the following criteria:

1.3.1. Rotational selection among all Contractors, unless otherwise determined by the DOE.

1.3.2. Contractor's experience with similar type work, project size, construction management challenges, construction schedule, etc.

1.3.3. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.

1.3.4. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.

1.3.5. Limitations posed by bonding capacity of the contractors.

1.3.6. Price, as it relates to the DOE's independent cost estimate.

1.3.7. Contractor's responsiveness to the DOE on Job Orders.

1.3.8. Other appropriate criteria as deemed in the best interest of the DOE.

2. INITIATION OF A JOB ORDER

2.1. As the need exists, the DOE will notify the Contractor of a Project, schedule a Joint Scope Meeting, and issue a Notice of Joint Scope Meeting.

2.2. The Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non-Pre-priced Task.

2.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

2.3.1. the general scope of the work to be performed;
2.3.2. alternatives for performing the work and value engineering;

2.3.3. “Job Order” -specific insurance (if any);

2.3.4. access to the site and protocol for admission;

2.3.5. hours of operation;

2.3.6. staging area; controlled inspections, testing requirements;

2.3.7. value engineering suggestions;

2.3.8. long lead time materials;

2.3.9. required permits – including drawings for permits;

2.3.10. requirements for catalog cuts, technical data, samples, and shop drawings;

2.3.11. requirements for professional services, sketches, drawings, and specifications;

2.3.12. construction duration;

2.3.13. the presence of hazardous materials;

2.3.14. organization of Price Proposal (by location, by corner, etc.) and date on which the Job Order Proposal is due.

2.4. Upon completion of the joint scoping process, the DOE will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the DOE will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the DOE, will be the basis on which the Contractor will develop its Job Order Proposal and the DOE will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project (see also Exhibit B – JOC Special Conditions, Section 2.2 for obligation to accept Job Orders).

2.5. The DOE may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the DOE cannot agree on the quantities required, or for any other reason as determined by the DOE. In all such cases, the DOE shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

2.6. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

3. PREPARATION OF A JOB ORDER PROPOSAL

3.1. The Contractor's Job Order Proposal shall include, at a minimum:

3.1.1. Job Order Price Proposal;

3.1.2. Support documentation for Non-Pre-priced Tasks;

3.1.3. Required drawings or sketches;

3.1.4. List of anticipated Subcontractors and Certification;

3.1.5. Construction schedule;

3.1.6. Other requested documents.

3.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.

3.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

3.3.1. The Contractor will prepare Job Order Price Proposals in accordance with the following:

3.3.1.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. The Contractor shall use the Construction Task Catalog® in effect on the date the Job Order is initiated.

3.3.1.2. Non-Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.

3.3.2. Information submitted in support of Non-Pre-priced Tasks shall include, but not be limited to, the following:

3.3.2.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

3.3.2.2. If the Contractor will perform the work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three (3) independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The DOE may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not reasonable. If three (3) quotes or bids cannot be obtained, the

Contractor will provide the reason in writing for the Owner's approval. If approved, less than three (3) quotes or bids will be allowed.

3.3.2.3. The final price submitted for Non-Pre-priced Tasks shall be according to the following formula:

For Non-Pre-priced Tasks Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials unless a lower amount of quotes is otherwise approved by Owner.

Total for Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non-Pre-Priced Task Adjustment Factor

For Non-Pre-priced Tasks Performed by Subcontractors:

If the Non-Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes unless a lower amount of quotes is otherwise approved by Owner.

Total Cost for Non-Pre-priced Tasks performed by Subcontractors = **D x Non-Pre-Priced Task Adjustment Factor**

3.3.2.4. After a Non Pre-priced Task has been approved by the DOE, the Unit Price for such task will be established, following approval by the DOE, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

3.3.2.5. The DOE's determination as to whether a task is a Pre-priced Task or a Non-Pre-priced Task shall be final, binding, and conclusive as to the Contractor.

3.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the DOE may permit the Contractor to be paid for such task as a Non-Pre-priced Task or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. This allowance is subject to the condition that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time, and the final charge does not exceed one thousand dollars ($1,000).

3.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations, and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State, or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

3.6. The Contractor shall provide incidental engineering and architectural services, including project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans, required in connection with a particular Job Order, including drawings and information required for filing. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.

3.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order, but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

3.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly, and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

3.9. By submitting a Job Order Proposal to the DOE, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the DOE.

3.10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

4. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

4.1. The DOE will evaluate the entire Job Order Price Proposal and compare these with the DOE's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. All incomplete Job Order Proposals shall be rejected.

4.2. The Contractor may choose the means and methods of construction, subject, however, to the DOE's right to reject any means and methods proposed by the Contractor that:

4.2.1. Will constitute or create a hazard to the work, or to persons or property;

4.2.2. Will not produce finished Work in accordance with the terms of the Contract; or

4.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

4.3. The DOE reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The DOE also reserves the right not to issue a Job Order if it is determined to be in the best interests of the DOE. The DOE may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order, including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the DOE.

4.4. By submitting a Job Order Proposal to the DOE, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the DOE.

4.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of the Job Order Contract shall be applicable to each Job Order. The Job Order, signed by the DOE and delivered to the Contractor, constitutes the DOE's acceptance of the Contractor's Job Order Proposal. A **signed** copy of the Job Order will be provided to the Contractor. The Job Order Price shall be the value of the approved Price Proposal.

4.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the DOE. The Contractor shall begin work as directed, notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

4.7. For purposes of using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.

4.8. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment.

5. CHANGES IN THE WORK

5.1. The DOE, without invalidating the Job Order, may order changes in the Work by altering, adding to, or deducting from the Work, and by issuing a Supplemental Job Order.

5.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders.

5.3. Credits for Pre-priced and Non-Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at one hundred percent (100%) of the value at which they were included in the original Job Order Price Proposal.

6. JOB ORDER CONTRACT MODIFICATIONS

6.1. Changes to the Job Order Contract may be accomplished after execution of the Job Order Contract and without invalidating the Contract, by Supplemental Contract.

7. LIQUIDATED DAMAGES

At the sole discretion of the DOE, liquidated damages will be assessed, if at all, on a Job Order-by- Job Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in the following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
$0 to $10,000	$100/Day
$10,001 to $50,000	$250/Day
Over $50,000	$500/Day

8. PAYMENTS

8.1. The DOE will make one (1) payment for all Job Orders that have a Job Order Completion Time of forty-five (45) days or less, or a Job Order Price of twenty-five thousand dollars ($25,000) or less. For all other Job Orders, the DOE may make partial, monthly payments based on a percentage of the work completed.

8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the detailed Scope of work and the dollar value for which the Application for Payment may be submitted.

9. LICENSE REQUIREMENTS

9.1. The Contractor and its Subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations, or rules. The Contractor shall upon request at any time during the term of this Contract submit to the Owner evidence that it

and its Subcontractors hold the required licenses

10. AS-BUILT DRAWINGS

10.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

11. JOB ORDER CONTRACTING SOFTWARE

11.1. Job Order Contracting Software

11.1.1. The DOE selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's SaaS Terms of Use. Link to SaaS Terms of Use

11.2. JOC System License

11.2.1. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the DOE, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the DOE under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog, training materials, and other Gordian-provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the DOE expires or terminates, this JOC System License shall terminate, and the Contractor shall return all Proprietary Information in its possession to Gordian.

11.2.2. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

11.2.3. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

11.2.4. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order, or similar purchasing document issued to the Contractor by the DOE, this JOC System License shall take precedence.

EXHIBIT C

Construction Task Catalog®

(Incorporated by reference. To obtain document, click on the following links:

Link to Construction Task Catalog – File is 27.4 MB;
please allow time for file to load.

Link to Construction Task Catalog Table of Contents

Link to Using the Construction Task Catalog

EXHIBIT D

Technical Specifications

(Incorporated by reference. To obtain document, log on to:
Link to Technical Specifications

EXHIBIT E

Example Contract

To obtain document, click on the following link:

Link to Example Contract

EXHIBIT F

Example Job Order

To obtain document, click on the following link:

Link to Job Order

EXHIBIT G

Checklist

EXHIBIT G

CHECKLIST

Offerors may use this checklist provided to ensure all necessary documents and proposal forms are compiled as part of their Proposal. This form shall be used as a reference to provide offerors with a checklist of documents that are required to be submitted to the DOE in response to this RFP. The Offeror is not required to submit this checklist to the DOE with their proposal. The DOE 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.

☐ **Offer Guaranty/Bid Security/Surety Bid Bond.** An offer guaranty in the amount of twenty-five thousand dollars ($25,000) is required for this Request for Proposal. (*See* Section 2.2.2.a.)

☐ **Financial Statements.** Offeror shall attach the financial statements for the company, preferably audited, for the previous three (3) years. If this data is unavailable, copies of filed tax returns shall be provided. (*See* Section 4.2.3.)

☐ **Compliance Documents.** (*See* Section 2.2.4.)

☐ **Insurance Requirements.** (*See* Section 2.2.5.)

☐ **Proposal Forms 1 through 10.** (*See* Section 4.1.2.)

☐ **Experience Modification Rating (EMR) letter on insurance carrier's letterhead.** Provide a letter on your insurance carrier's letterhead stating your firm's EMR for the 2025, 2024, and 2023 calendar years. (*See* #6 on Proposal Form 5.)

☐ **Additional Descriptions and/or Pictures of Projects.** (*See* #14 on Proposal Forms 6a, b, c.)

☐ **Resumes for Key Personnel.** (*See* #7 on Proposal Forms 7, 8, 9.)

Section VI
Proposal Forms

PROPOSAL FORM 1

OFFEROR FORM (OF-1), RFP NO. D26-0003
STATE OF HAWAII, DEPARTMENT OF EDUCATION

Chief Procurement Officer
State of Hawaii, Department of Education,
Honolulu, Hawaii 96813

To Whom It May Concern:

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

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: _____

Bidder 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 (Bidder)

*If Bidder 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 (PLEASE TYPE YOUR RESPONSE)

OFFEROR CERTIFICATION

Please answer numbers 1 and 2 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. RFP #: D26-0003 JOC Construction Work for General B licensed Construction Projects on the Island of Maui

4. 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.

5. 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.

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

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

8. 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 Job Order Contract.

9. 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.

10. The Offeror certifies that the price shall remain in effect for sixty (60) 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 (PLEASE TYPE YOUR RESPONSE)

LIST OF ANY LAWSUITS OR PENDING LEGAL ACTIONS

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 DOE.*

☐ 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 DOE.

*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.

PROPOSAL FORM 4 (PLEASE TYPE YOUR RESPONSE)

EXECUTIVE SUMMARY

Please answer each question using the space provided. Please use a separate paper if more space is required, labeled with the proposal form number, and clearly identifying your response to each specific question by including the number and question as a heading. **Failing to do so may be grounds for a deduction in points.**

Contractor Name: _____

1. The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear understanding of the entire Proposal. Address in the space below the major elements of your Proposal that you would like to highlight for the Evaluation Committee's attention, and any aspect of your company's service offering that you feel is not adequately addressed elsewhere within the required proposal format.

2. What makes your company and your Proposal uniquely well suited to the STATE's requirement? Please answer below.

3. What specific elements of your Proposal do you believe will exceed the STATE's service requirements? Please answer below.

4. What factors differentiate your company's approach to service delivery from that of your competitors? Please answer below.

PROPOSAL FORM 5 (PLEASE TYPE YOUR RESPONSE)
COMPANY PROFILE

Please answer each question using the space provided. Please use a separate paper if more space is required, labeled with the proposal form number, and clearly identifying your response to each specific question by including the number and question as a heading. **Failing to do so may be grounds for a deduction in points.**

Contractor Name: _____

This section shall include the background of the company, and its size, and resources relevant to the Job Order Contract. Please provide the following:

1. Number of years in the business and description of the services provided:

_____
_____
_____
_____

2. Number of years performing services specified in this RFP: _____

3. Firm's bonding capacity: _____

4. Description of your safety program and its results:

_____
_____
_____
_____
_____
_____
_____
_____

5. Description of Quality Control practices: Define your quality control program and demonstrate its results:

_____
_____
_____
_____
_____
_____
_____
_____

6. Provide a letter on your insurance carrier's letterhead stating your firm's Experience Modification Rating (EMR) for the 2025, 2024, and 2023 calendar years. If your firm's EMR is above a 1.0 for any calendar, provide an explanation here:

PROPOSAL FORM 6a (PLEASE TYPE YOUR RESPONSE)
COMPARABLE CONSTRUCTION EXPERIENCE,
FOR PROJECTS $100,000 AND ABOVE

1) Contractor's Name: _____

2) Client Name: _____

3) Project Name: _____

4) Achieved or Anticipated Final Acceptance after January 1, 2023:

☐ Yes ☐ No

5) Project Number: _____ **6) Initial Project Value:** _____

7) Estimated % of Self Performance: _____ **8) Estimated % Subcontract Work:** _____

9) Number of Subcontractors Used: _____

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) Project for the Department of Education, State of Hawaii: ☐ Yes ☐ No

12) Project Location: ☐ Maui ☐ Other _____

13) Project Scope: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Façade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

14) MUST ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work.

15) Client Reference for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone:_____ Email Address:_____

16) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:

_____

PROPOSAL FORM 6b (PLEASE TYPE YOUR RESPONSE)

COMPARABLE CONSTRUCTION EXPERIENCE, FOR PROJECTS $100,000 AND ABOVE

1) Contractor's Name: _____

2) Client Name: _____

3) Project Name: _____

4) Achieved or Anticipated Final Acceptance Letter after January 1, 2023:

☐ Yes ☐ No

5) Project Number: _____ **6) Initial Project Value:** _____

7) Estimated % of Self Performance: _____ **8) Estimated % Subcontract Work:** _____

9) Number of Subcontractors Used: _____

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) Project for the Department of Education, State of Hawaii: ☐ Yes ☐ No

12) Project Location: ☐ Maui ☐ Other _ _____

13) Project Scope: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Facade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

14) MUST ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work.

15) Client Reference for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone:_____ Email Address: _____

16) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:

_____

_____

PROPOSAL FORM 6c (PLEASE TYPE YOUR RESPONSE)

COMPARABLE CONSTRUCTION EXPERIENCE, FOR PROJECTS $100,000 AND ABOVE

1) Contractor's Name: _____

2) Client Name: _____

3) Project Name: _____

4) Achieved or Anticipated Final Acceptance Letter after January 1, 2023:

☐ Yes ☐ No

5) Project Number: _____ **6) Initial Project Value:** _____

7) Estimated % of Self Performance: _____ **8) Estimated % Subcontract Work:** _____

9) Number of Subcontractors Used: _____

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) Project for the Department of Education, State of Hawaii: ☐ Yes ☐ No

12) Project Location: ☐ Maui ☐ Other _____

13) Project Scope: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Facade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

14) MUST ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work.

15) Client Reference for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone:_____ Email Address:_____

16) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:

PROPOSAL FORM 7 (PLEASE TYPE YOUR RESPONSE)
KEY PERSONNEL PROJECT MANAGER

1) Contractor's Name: _____

2) Project Manager's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience as a Contractor: _____

5) # of Years Experience with the Department of Education, State of Hawaii: _____

6) Experience: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Facade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

7) A resume MUST be attached. Points may be deducted if not.

8) Client Reference #1 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

9) Client Reference #2 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

PROPOSAL FORM 8 (PLEASE TYPE YOUR RESPONSE)

KEY PERSONNEL
GENERAL FIELD SUPERINTENDENT

1) Contractor's Name: _____

2) General Field Superintendent's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience as a Contractor: _____

5) # of Years Experience with the Department of Education, State of Hawaii: _____

6) Experience: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Facade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

7) A resume MUST be attached. Points may be deducted if not.

8) Client Reference #1 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

9) Client Reference #2 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

PROPOSAL FORM 9 (PLEASE TYPE YOUR RESPONSE)
KEY PERSONNEL SAFETY MANAGER

1) Contractor's Name: _____

2) Safety Manager's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience as a Contractor: _____

5) # of Years Experience with the Department of Education, State of Hawaii: _____

6) Experience: (Check **ALL** boxes that apply)

☐ Interior Renovation ☐ Mechanical Upgrades ☐ Electrical Upgrades ☐ Concrete Floor

☐ School ☐ Exterior / Interior painting ☐ Roofing Replacement/Repair ☐ Boiler Replacement

☐ Bituminous Paving ☐ Concrete ☐ Masonry ☐ Exterior Facade ☐ Security Camera Installation

☐ Canopy Replacement/Repair ☐ Elevator Repair/Replacement ☐ Escalator Repair/Replacement

☐ Duct bank repair / installation ☐ Outdoor light installation ☐ Fire Suppression System Installation

☐ Steel Erection ☐ Landscaping ☐ Fencing ☐ Earthwork / Site Work ☐ HVAC Work

7) A resume MUST be attached. Points may be deducted if not.

8) Client Reference #1 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

9) Client Reference #2 for Construction: (It is your responsibility to ensure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

PROPOSAL FORM 10 (PLEASE TYPE YOUR RESPONSE)

PROPOSED ADJUSTMENT FACTORS AND CALCULATION OF THE AWARD CRITERIA FIGURE (PRICE)

The Contractor shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors may result in the Proposal being deemed non-responsive. **The Adjustment Factors submitted on this Form shall be in effect the full term of the Job Order Contract, including the Base Term and any and all Option Terms.**

The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	**Adjustment Factor Bid**	**X Multiplier**	**= Total**
1.	Normal Working Hours	__ .	X 0.50	= __ .
2.	Other than Normal Working Hours	__ .	X 0.30	= __ .
3.	Secured Facilities, Normal Working Hours	____ .	X 0.05	= __ .
4.	Secured Facilities, Other than Normal Working Hours	____ .	X 0.05	= __ .
5.	Non-Pre-priced Adjustment Factor	__ .	X 0.10	= __ .
6.	Add all the Total amounts in the right column. **The Sum of these Total amounts is the Award Criteria Figure (Price).**			= __ .

Notes to Contractor:

1. Specify lines 1 through 6 to four (4) decimal places. Use conventional rounding methodology when calculating totals (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. ***The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.***
3. ***The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.***
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only.

5. No assurances are made by the DOE that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the lowest price.
6. When submitting Job Order Price Proposals related to specific Job Orders, the Contractor shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

Business Name: _____ ___Corporation ___Partnership ___Joint Venture ___Sole Proprietorship

Business Address: _____ Phone: _____

City/State/Zip: _____ E-mail: _____

_____ _____

Print Name of Signatory | Print Title of Signatory

_____ _____ _____

Authorized Official's Signature | Signed on Date | Signed at (city, state)