

RELEASE DATE: September 20, 2023

The State of Hawaii  
Department of Business, Economic Development and Tourism  
**The Hawaii Community Development Authority**

**REQUEST FOR PROPOSALS**  
Solicitation # RFP-HCDA-PUL-23-01

PLANNING, DESIGN, AND CONSTRUCTION  
AT THE  
PULEHUNUI COMMUNITY DEVELOPMENT DISTRICT

Located At:  
Pulehunui, Maui, Hawaii

**ELECTRONIC SUBMISSION TO THE STATE OF HAWAII ePROCUREMENT SYSTEM  
(HIePRO) ONLY.**

QUESTIONS REGARDING THIS RFP, ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS SHALL BE COMMUNICATED THROUGH HIePRO.

The Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813  
Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)  
Phone: (808) 594-0300

**NOTICE TO OFFERORS**

(Chapter 103D, HRS)

**REQUEST FOR PROPOSALS ("hereinafter "RFP") No. RFP-HCDA-PUL-23-01**

**PLANNING, DESIGN, AND CONSTRUCTION  
AT THE  
PULEHUNUI COMMUNITY DEVELOPMENT DISTRICT**

To All Interested Parties:

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, as amended, (hereinafter "HRS"), the Hawaii Community Development Authority (hereinafter "HCDA") is soliciting proposals from interested offerors to provide planning, design and construction services at the Hawaii Community Development Authority Pulehunui Community Development District located at Maui, Hawaii.

A notice of intent to submit a proposal for this RFP is ***required***. Submission of an intent to submit a proposal does not require the offeror to submit a proposal. Failure to submit a notice of intent to submit proposal shall result in the disqualification of the offeror as part of this RFP.

This RFP may be amended, postponed, or canceled at any time if it is determined to be in the best interest of the HCDA. The HCDA also reserves the right to reject any and all proposals and to accept any proposal in whole or in part when in the best interest of the HCDA and the State.



---

Craig K. Nakamoto  
Executive Director and Head of Purchasing Agency  
Hawaii Community Development Authority

TABLE OF CONTENTS

SECTION ONE – ADMINISTRATIVE OVERVIEW ..... 5

1.1 INTRODUCTION ..... 5

1.2 DEFINITIONS..... 6

1.3 PROCUREMENT SCHEDULE..... 7

1.4 POINT OF CONTACT..... 8

1.5 INTENT TO SUBMIT PROPOSAL ..... 9

1.6 VIRTUAL PRE-PROPOSAL CONFERENCE..... 9

1.7 QUESTIONS REGARDING RFP CONTENTS..... 10

1.8 ADDENDA..... 10

1.9 PROPOSAL SUBMISSION PROCESS ..... 11

1.10 GOVERNING LAWS AND REGULATIONS..... 11

1.11 ELECTRONIC PROCUREMENT..... 11

1.12 ELECTRONIC SUBMISSION OF DOCUMENTS ..... 12

1.13 CANCELLATION OF PROCUREMENT AND PROPOSAL REJECTION ..... 12

1.14 FIRM OFFERS ..... 13

1.15 RIGHTS AND DISCLAIMERS..... 13

1.16 OWNERSHIP OR DISPOSITION OF PROPOSALS AND OTHER MATERIALS  
SUBMITTED..... 13

SECTION TWO – BACKGROUND AND CONTRACTOR RESPONSIBILITIES ..... 14

2.1 BACKGROUND ..... 14

2.2 CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES ..... 15

2.3 PROJECT BUDGET AND ALLOCATIONS..... 16

2.4 PROJECT DELIVERY METHOD AND SCHEDULE..... 16

2.5 POST-AWARD DELIVERABLES ..... 18

2.6 CONTRACT TERM ..... 23

SECTION THREE – REQUIREMENTS AND QUALIFICATIONS ..... 24

3.1 MANDATORY MINIMUM REQUIREMENTS..... 24

3.2 ADDITIONAL CONTRACTOR REQUIREMENTS ..... 24

3.3 SUBCONTRACTOR REQUIREMENTS..... 25

3.4 MINIMUM QUALIFICATIONS ..... 26

3.5 QUALIFICATIONS CONTENT..... 27

3.6 EVALUATION OF QUALIFICATIONS ..... 28

3.7 NOTICE OF PRIORITY-LISTED OFFERORS ..... 29

SECTION FOUR – PROPOSAL CONTENT AND INSTRUCTIONS ..... 31

4.1 PROPOSAL INSTRUCTIONS ..... 31

4.2 PROPOSAL CONTENT ..... 31

4.3 DISQUALIFICATION OF PROPOSALS ..... 35

4.4 CANCELLATION OF SOLICITATIONS AND REJECTION OF PROPOSALS..... 35

4.5 EACH OFFEROR TO BEAR ITS OWN COSTS..... 36

4.6 ADDITIONAL INFORMATION..... 36

SECTION FIVE – PROPOSAL EVALUATION ..... 37

5.1 PROPOSAL EVALUATION SCORING..... 37

5.2 EVALUATION OF PROPOSALS..... 38

|  |   |    |
|--|---|----|
| 5.3  | DISCUSSION WITH PRIORITY-LISTED OFFERORS.....   | 40 |
| 5.4  | BEST AND FINAL OFFER.....   | 41 |
| 5.5  | FINAL SELECTION.....  | 41 |
| 5.6  | RIGHT TO WAIVE MINOR IRREGULARITIES.....  | 41 |
| SECTION SIX – AWARD AND CONTRACT PROCESS.....        |   | 42 |
| 6.1  | AWARD OF CONTRACT.....  | 42 |
| 6.2  | CANCELLATION OF AWARD.....  | 42 |
| 6.3  | RESPONSIBILITY OF OFFEROR.....  | 42 |
| 6.4  | BID SECURITY.....   | 44 |
| 6.5  | PERFORMANCE AND PAYMENT BOND.....   | 44 |
| 6.6  | CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS.....   | 45 |
| 6.7  | MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF PROPOSAL.....                                     | 45 |
| 6.8  | DEBRIEFING.....   | 45 |
| 6.9  | PROTEST PROCEDURES.....   | 45 |
| 6.10   | LIABILITY INSURANCE.....  | 46 |
| 6.11   | TAX LIABILITY AND COUNTY SURCHARGE.....   | 48 |
| 6.12   | FEDERAL I.D. NO. AND HAWAII GENERAL EXCISE TAX LICENSE I.D.....   | 48 |
| 6.13   | NON-DISCRIMINATION.....   | 48 |
| 6.14   | REDACTION BY THE STATE.....   | 48 |
| SECTION SEVEN– CONTRACT MANAGEMENT.....              |   | 49 |
| 7.1  | CONTRACT MANAGER.....   | 49 |
| 7.2  | CONTRACTOR/STATE MEETINGS.....  | 49 |
| 7.3  | DISPUTE RESOLUTION.....   | 49 |
| 7.4  | QUALITY CONTROL.....  | 49 |
| 7.5  | PROJECT SIGN.....   | 49 |
| 7.6  | INVOICING.....  | 50 |
| 7.7  | PAYMENT.....  | 50 |
| 7.8  | POST-CONSTRUCTION.....  | 50 |
| SECTION EIGHT – SPECIAL PROVISIONS.....              |   | 51 |
| 8.1  | DEFINITIONS.....  | 51 |
| 8.2  | CONTRACTOR’S LICENSING.....   | 51 |
| 8.3  | CONTRACT INVALIDATION.....  | 52 |
| 8.4  | CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....  | 52 |
| 8.5  | ALLOWANCES FOR OVERHEAD AND PROFIT.....   | 52 |
| 8.6  | INTELLECTUAL PROPERTY RIGHTS.....   | 52 |
| 8.7  | LIQUIDATED DAMAGES.....   | 52 |
| 8.8  | TERMINATION FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS.....   | 53 |
| 8.9  | CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITION OF EMPLOYEES SUPPLYING SERVICES..... | 53 |
| 8.10   | CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....  | 54 |
| SECTION NINE – LIST OF ATTACHMENTS AND EXHIBITS..... |   | 55 |

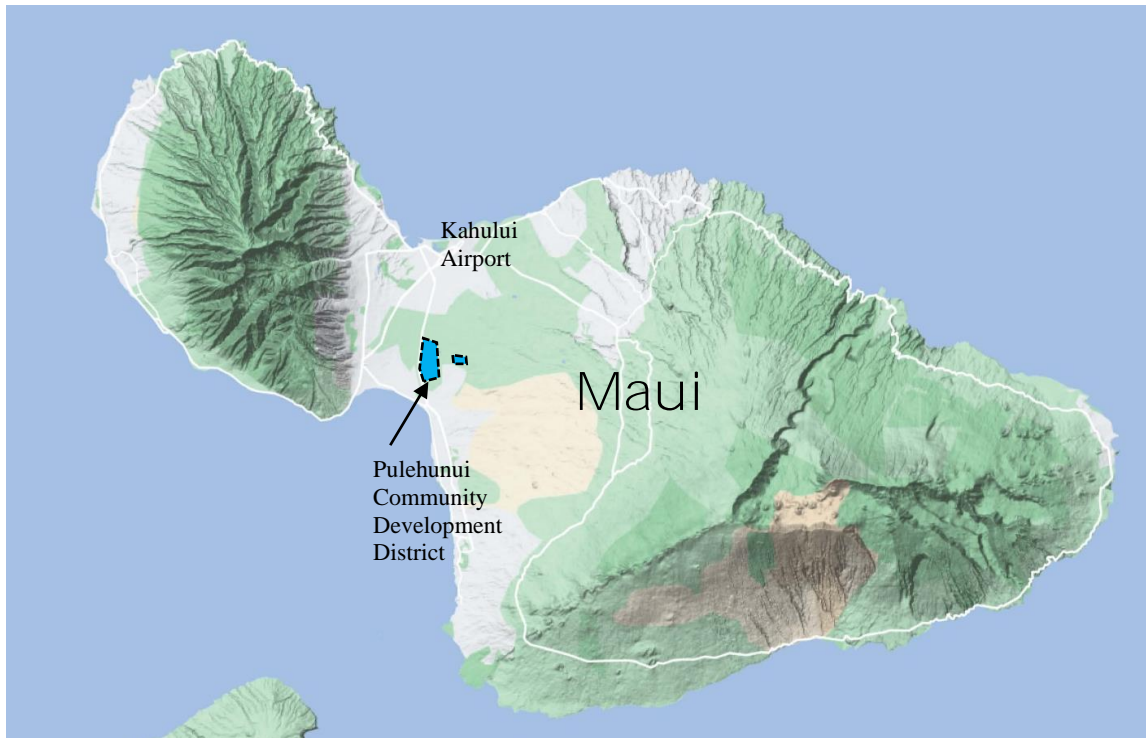
## SECTION ONE – ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

The Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism, is requesting qualifications for contractors to manage and administer the various efforts necessary to plan, study, assess, design, permit, and construct infrastructure at the HCDA, Pulehunui Community Development District, on the island of Maui, Hawaii (See Map 1 – Location Map, below).

Qualified Contractors will be offered the opportunity to submit proposals that will be competitively evaluated to ensure the fairest, most efficient means to obtain the greatest overall combination of service and price to benefit the HCDA.

The contract awarded as a result of this RFP will include infrastructure planning, environmental, and cultural assessments. Based on the planning work conducted by the Contractor, selected infrastructure improvements will be designed, permitted, and constructed by the Contractor. This method of designing and constructing under one contract (hereafter “design-build”) will be further elaborated in this RFP. Any contract award resulting from this RFP shall be contingent on the availability and release of funds appropriated for this Project.



*Map 1: Location Map*

*(Image: Google Maps)*

## 1.2 DEFINITIONS

The following definitions apply to this solicitation:

**Addenda** means a written document indicating changes this Request for Proposals including but not limited to procurement schedule, contractual terms, and procurement requirements.

**AG General Conditions** means the State of Hawaii, Department of the Attorney General, AG-008 103D General Conditions.

**Capital Improvement Project(s) (CIP)** is/are infrastructure, landscaping, roadway, structures, architectural features and amenities, cultural resources, recreational facilities, and yet to be determined projects identified by the HCDA to be designed and built by the Contractor as part of this RFP scope of work.

**Contract Manager** means the person designated, or the person(s) given the authority to act on behalf of, to manage the various facets of the contract to ensure the Contractor's performance is in accordance with the contract.

**Contractor** means the winning offeror awarded a contract under this Request for Proposals.

**Goods** mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

**Governmental Body and/or Bodies** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city, or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

**Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.

**Hawaii Community Development Authority (HCDA)** means the governmental body issuing this Request for Proposals.

**Hawaii Compliance Express (HCE)** is an electronic system that replaces the necessity of obtaining paper compliance certificates and allows vendors/contractors/service providers to demonstrate compliance quickly and easily with applicable laws.

**Hawaii eProcurement System (HIePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

**Hawaii Revised Statutes (HRS)** means the statutory laws of the State of Hawaii.

**Head of Purchasing Agency (HOPA)** means the person designated to issue solicitations for the HCDA.

**Key Performance Indicator (KPI)** means how a quantifiable measurement is utilized to assess the success of a Contractor in meeting contract goals and objectives.

**Offer** has the same meaning as Proposal.

**Offeror** means the individual, company or firm that submits a proposal in response to this Request for Proposals.

**Optimize** in general refers to the action of making the best and most effective use of resources. In reference to this RFP, it shall also include the best use of: time; funding; State and local resources; avoidance of duplicative work; and actions that facilitate easier initiation of future work.

**Procurement Officer** means the person designated to manage the various facets of the entire solicitation, including all parts, sections, exhibits, attachment, and Addenda.

**Project** means all labor, materials, and services to be furnished by the Contractor in accordance with the contract awarded as a result of this Request for Proposals.

**Proposal** means the official written response submitted by priority-listed Offerors in response to this Request for Proposals.

**Request for Proposals (RFP)** means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

**Services** means the furnishing of labor, time, or effort by a contractor, which involves the delivery or supply of products, including intellectual property.

**Session Laws of Hawaii (SLH)** is an annual compilation of all the laws enacted by the Hawaii State Legislature in a session and arranged by act number.

**State** means the State of Hawaii, including its departments, agencies, and political subdivisions.

**Scope of Services** defines the services to be delivered and/or completed by the Contractor as part of this RFP, including but not limited to: services necessary to complete Project Objectives; planned initiatives; post-award deliverables; and the construction of infrastructure in the District.

**Subcontractor** means a contractor contracted for work by the Contractor awarded a contract under this Request for Proposals.

### 1.3 PROCUREMENT SCHEDULE

The following table represents the HCDA's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the Procurement Schedule shall be reflected and issued in an addendum.

| <b>EVENT</b>   | <b>DATE/TIME</b>                         |
|--|--|
| <b>Release of Request for Proposals:</b>   | September 20, 2023                       |
| <b>Notice of Intent to Submit Proposal Deadline: (REQUIRED)</b><br><i>See Section 1.5 for more details</i> | October 6, 2023<br>4:00 P.M.             |
| <b>Virtual Pre-Proposal Conference:</b><br><i>See Section 1.6 for more details</i>                         | October 12, 2023<br>10:00 A.M.           |
| <b>Deadline to Submit Written Questions:</b><br><i>See Section 1.7 for more details</i>                    | October 20, 2023<br>4:00 P.M.            |
| <b>The HCDA's Response to Written Questions:</b><br><i>See Section 1.7 for more details</i>                | October 27, 2023<br>4:00 P.M.            |
| <b>Deadline to Submit Qualifications:</b><br><i>See Section 3 for more details</i>                         | November 3, 2023<br>4:00 P.M.            |
| <b>Qualifications Evaluations:</b><br><i>See Section 3.6 for more details</i>                              | November 6, 2023 –<br>December 8, 2023   |
| <b>Notification of Priority-Listed Offerors Date:</b><br><i>See Section 3.7 for more details</i>           | December 15, 2023                        |
| <b>Deadline to Submit Proposals (RFP Closing Date):</b><br><i>See Section 4 for more details</i>           | January 19, 2024<br>4:00 P.M.            |
| <b>Proposal Evaluations:</b><br><i>See Section 5 for more details</i>                                      | January 22, 2024 –<br>February 12, 2024  |
| <b>Discussion with Priority-Listed Offerors:</b><br><i>See Section 5.4 for more details</i>                | February 13, 2024 –<br>February 23, 2024 |
| <b>Deadline to Submit Best and Final Offer: (if applicable)</b><br><i>See Section 5.5 for more details</i> | March 1, 2024<br>4:00 P.M.               |
| <b>Final Selection Deadline:</b><br><i>See Section 5.5 for more details</i>                                | March 8, 2024                            |
| <b>Anticipated Award Date:</b><br><i>See Section 6 for more details</i>                                    | March 15, 2024                           |
| <b>Anticipated Contract Start Date:</b><br><i>See Section 2.6 for more details</i>                         | May 1, 2024                              |

#### 1.4 POINT OF CONTACT

The HCDA is the issuing agency for this RFP and all subsequent addenda relating to it. The HCDA Capital Improvement Program is responsible for administering and monitoring the contract.

The Procurement Officer identified below is the single point of contact **during** this procurement process. Offerors and interested persons shall direct to the Procurement Officer all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The Procurement Officer designated by the HCDA is:



Charlyn Ontai, Program Specialist IV  
Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813  
Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)  
Phone: (808) 594-0300

The designated Contract Manager identified below is the single point of contact **post-award** and is responsible for monitoring the activities performed under the contract. The Winning Offeror shall direct all questions concerning the post-award process and any other questions that may arise related to the resulting contract to the Contract Manager designated by the HCDA. The Contract Manager designated by the HCDA is:

Mark Hakoda, Director of Capital Improvements, or his designated representative  
Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813  
Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)  
Phone: (808) 594-0300

The HCDA reserves the right to make changes to the point of contact at any time.

## 1.5 INTENT TO SUBMIT PROPOSAL

Notice of intent to submit a proposal is ***required***. Failure to submit a notice of intent to submit proposal shall result in the disqualification of the Offeror as part of this RFP. Submission of an intent to submit a proposal does not require the Offeror to submit a proposal.

**Offerors interested in submitting a notice of intent to submit proposal in response to this solicitation shall email [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov) with “RFP-HCDA-PUL-23-01 Intent to Submit Proposal” in the subject line, by the deadline noted in the Procurement Schedule in Section 1.3 and shall include the following information: 1. Company Name; 2. Name of the contact person; 4. Company Address; 5. Phone number; and 6. Email address for notification.**

## 1.6 VIRTUAL PRE-PROPOSAL CONFERENCE

Prospective Offerors who submitted their notice of intent to submit proposals are encouraged to attend an optional virtual pre-proposal conference via Microsoft Teams on the date and time noted in the Procurement Schedule in Section 1.3.

The meeting link and subsequent information to participate in the virtual pre-proposal conference will be provided via email upon receipt of Offeror’s notice of intent to submit proposals.

The purpose of the pre-proposal conference is to discuss the qualifications, services, solicitation requirements, and the basis for contract award. A summary of the pre-proposal conference will be provided via an addendum posted on HIePRO.

Questions shall be permitted at the pre-proposal conference; however, all verbal responses provided are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addendum on the HiePRO website. No other means of communication, whether oral or written, will be construed as a formal or official response statement, and may not be relied upon as such.

Failure of the Offeror to attend the pre-proposal conference and receive information discussed, which may or may not be pertinent to the proposal, shall not entitle the Offeror to seek additional payment later due to any misunderstanding of the work and responsibilities specified herein.

## **1.7 QUESTIONS REGARDING RFP CONTENTS**

If a prospective Offeror believes that any provision of the RFP is unclear, potentially defective or would prevent from providing a meaningful Proposal, the Offeror shall submit questions requesting clarification on or before the deadline for doing so as identified in Section 1.3 Procurement Schedule. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies.

**All questions must be submitted in writing via HiePRO.** Verbal questions received via telephone, email or submitted through other means will not be accepted.

Offerors are cautioned not to include context in questions that may reveal the source of the questions. The identity of potential Offerors will not be published with the answers, but the text of the question will be restated, to the extent possible, to exclude information identifying potential Offerors.

The HCDA will respond to questions received by the date specified in Section 1.3 Procurement Schedule. The HCDA may issue addenda in response to written questions received regarding the RFP.

The only official position of the HCDA is that which is stated in writing and issued as an addendum to the RFP. No other means of communication, whether oral or written, will be construed as a formal or official response or statement, and may not be relied upon as such.

## **1.8 ADDENDA**

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the HCDA on the HiePRO system.

The HCDA accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the HiePRO to obtain RFP addenda or other information relating to the RFP.

## 1.9 PROPOSAL SUBMISSION PROCESS

**1.9.1 Prequalification.** Offerors shall submit qualifications (see Section 3 of this RFP) to be prequalified prior to the submittal of proposals. Each Offeror qualifications will be evaluated and scored by an evaluation committee in a process explained in Section 5 of this RFP. The top three (3) scoring Offerors will be selected for a priority-list and shall submit proposals to be evaluated for the final selection and award of the contract.

**1.9.2 Submission of Proposals.** The three (3) priority-listed Offerors will be given the opportunity to submit proposals, which the contents are listed in Section 4 of this RFP. Failure to submit all required proposal contents may disqualify the Offeror from the contract award.

**1.9.3 Evaluation and Selection.** Proposals will be evaluated and scored by a selection committee in a process explained in Section 5 of this RFP.

Qualifications and proposals must be received by the posted closing date(s) and time(s) as specified in Section 1.3 Procurement Schedule of this RFP. (See also Section 1.12 Electronic Submission of Documents).

## 1.10 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the HCDA in accordance with the State of Hawaii Procurement Code. Information about the HCDA and its governing laws are available at <http://dbedt.hawaii.gov/hcda>. Information regarding the State of Hawaii Procurement Code is available at <http://spo.hawaii.spo>.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to the procurement, evaluation and award shall be in the State of Hawaii.

## 1.11 ELECTRONIC PROCUREMENT

**1.11.1** The State has established the Hawaii State eProcurement (“HIePRO”) System to promote an open and transparent system for vendors to compete for State contracts electronically. Offerors interested in responding to this solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office (hereinafter “SPO”) website: <https://hiepro.ehawaii.gov/welcome.html>, select HIePRO Vendor Registration and then Vendor Registration Guide.

**1.11.2** The HCDA will use HIePRO to issue the RFP, receive Proposals, and issue addenda to the RFP. Addenda and the other information and materials shall be provided by the HCDA through HIePRO, including additions or changes with respect to the dates in Section 1.3 Procurement Schedule. The HCDA shall not be responsible for any person’s or entity’s failure to do so for any reason. The

HCDA is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

**1.11.3 Payment to Hawaii Consortium, LLC dba NIC Hawaii.** As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HiePRO and shall, therefore, be subject to a mandatory 0.75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (0.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC, dba NIC Hawaii, the vendor administering HiePRO. NIC Hawaii shall invoice the Contractor directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HiePRO system.

**1.11.4 HiePRO Special Instructions.** Offerors shall review all special instructions located on HiePRO. Offerors are responsible for ensuring that all necessary files are attached to their Proposals prior to the Proposal deadline.

## **1.12 ELECTRONIC SUBMISSION OF DOCUMENTS**

All documents related to this RFP, including submission of qualifications and proposals, shall be submitted and received electronically through HiePRO by the date and time specified in Section 1.3 Procurement Schedule. The electronically submitted RFP documents shall be considered the original. Any documents received outside of the HiePRO, including faxed or e-mailed offers, shall not be accepted, or considered for award. Any documents received after the due date and time shall be rejected. (See Section 1.11 Electronic Procurement for further information.) **The maximum file size that HiePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of qualifications shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

Offerors are advised that they should not wait until the last minute to submit their documents on HiePRO. Offerors should allow ample time to review their submitted documents, including attachments, prior to the listed deadline.

## **1.13 CANCELLATION OF PROCUREMENT AND PROPOSAL REJECTION**

The HCDA reserves the right to cancel this RFP and to reject any and all Proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **1.14 FIRM OFFERS**

Responses to this RFP, including proposed costs and/or fees will be considered firm for ninety (90) days after the Proposal due date.

## **1.15 RIGHTS AND DISCLAIMERS**

- A. Unless otherwise specified in this RFP, the HCDA may accept any item or combination of items, or of any Proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. If the Offeror so restricts its Proposal, the HCDA may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the HCDA. The HCDA may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation;
- B. Develop or modify the scope of services listed in this RFP in any manner that the HCDA, in its sole discretion, deems necessary to fulfill the objectives of the Project in the interest of the State of Hawaii;
- C. Modify the Project schedule as necessary;
- D. The HCDA shall have the right to reject any subconsultant, subcontractor, or subject matter expert proposed by the Offeror;
- E. Permit the Offeror to add, delete, or change key personnel, or subconsultants;
- F. This RFP does not commit the HCDA to enter into a contract with the Offeror or proceed with the procurement described herein; and
- G. The HCDA shall not be bound or held liable for any obligations in respect to this RFP.

## **1.16 OWNERSHIP OR DISPOSITION OF PROPOSALS AND OTHER MATERIALS SUBMITTED**

All costs incurred by the Offeror in preparing or submitting a Proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The HCDA shall not reimburse such costs. All Proposals and its contents shall become the property of the HCDA and the State of Hawaii.

**END OF SECTION ONE**

## SECTION TWO – BACKGROUND AND CONTRACTOR RESPONSIBILITIES

### 2.1 BACKGROUND

In 1976 the Hawaii State Legislature created the HCDA to plan, regulate and implement the development of specially designated community districts in the State of Hawaii.

In 2022 the Hawaii State Legislature determined that public lands near or in Pulehunui, on the Island of Maui were underutilized. On June 27, 2022, Act 190 (Gov. Msg. No 1291) was signed into law creating the Pulehunui Community Development District (hereinafter the “District”) as highlighted in the map attached hereto as Exhibit A. By creating the District, Act 190 allows the HCDA to arrange for the planning, development, and maintenance of underdeveloped public lands in Pulehunui. Act 190 also designated the HCDA to serve as the planning and redevelopment agency for the District, on behalf of the people of the State of Hawaii.

The District is comprised of the following properties identified by the Tax Map Key (“TMK”):

- A. TMK 2-3-8-008-001;
- B. TMK 2-3-8-008-007;
- C. TMK 2-3-8-008-037; and
- D. TMK 2-3-8-008-038.

**2.1.1 District Vision:** The HCDA envisions a District which fully utilizes the land and resources in a sustainable and environmentally responsible way that also respects the historic resources and traditional cultural practices of the region. Planned development should follow smart urban growth principles in line with the desires of the people of Maui (see Exhibit B, Maui Island Plan, Protected Areas Diagram) that encourage multi-modal and pedestrian friendly solutions. Roadways and infrastructure should be responsive to the needs of the community (see Attachment 10, 2022 South Maui Community Plan, Draft) and in the best interests of the people of Maui, and the State of Hawaii.

**2.1.2 Project Objectives:** Complete a district development plan that incorporates State and County of Maui planning initiatives, addresses environmental and cultural resource concerns, and directs the design of infrastructure improvements in the District. The design, permitting, and construction of the hereto mentioned infrastructure improvements in the District or regionally, shall support the developments on State lands in the District.

**2.1.3 Additional Planned Initiatives:** The following planned initiatives in the District, developed by State and county agencies with the input from the people of Maui, will guide the HCDA and the Contractor in its long-term community development planning and implementation of infrastructure improvements in the District. Infrastructure improvements in the District or regionally that benefit State lands in the District may support some or all of the initiatives listed:

- a. Relocation of the Maui Correctional Center to the District;

- b. Development of a judiciary complex to serve the new Maui Correctional Center;
- c. The development of land owned by the State of Hawaii including the Department of Land & Natural Resource's Industrial and Business Park (see Attachments 8, 8a and 8b, 2019 DLNR Final Environmental Impact Statement);
- d. Inter-connectivity with adjoining agricultural designated lands, and land owned by the Department of Hawaiian Home Lands (see Attachment 9, 2019 DHHL Final Environmental Impact Statement);
- e. The redevelopment and improvements at the Maui Raceway Park and recreational area;
- f. The preservation of archeological, and cultural resources in the District; and
- g. The development and expansion of infrastructure and utility services to the District including, potable water resources, recycled water (R-1) resources, sewer and/or wastewater treatment, electrical power, telecommunications, roadways, and cultural resources. (See Attachments 8, 8a, 8b and 9)

## **2.2 CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES**

The Contractor shall be responsible for, but not limited to, the following work and services post-award of this contract:

- A. Assemble a design-build project team of sub-consultants and subject matter experts to provide all necessary services, labor, materials, and equipment to complete all tasks and goals of the Project, as set forth in Section 2 of this RFP. The subconsultant team shall be inclusive of, but not limited to: architect, landscape architect, civil, electrical, mechanical, and structural engineer, financial analyst, archeologist, hydrologist, Native Hawaiian cultural consultant, urban planner, community and governmental outreach consultant, traffic engineer, construction management staff, and administrative staff;
  - (i) Native Hawaiian cultural consultant or practitioner: shall have extensive knowledge of the cultural resources and practices at the District and island of Maui; and must be validated or recommended by a Native Hawaiian serving organization.
- B. Conduct all due diligence, research, subsurface investigation, testing, and surveying work as required for the Project;
- C. Furnish and provide all plans, documents, materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete tasks of the Project;
- D. Keep and manage all electronic and printed communications, documents, studies, surveys, meeting minutes, presentations, status reports, and provide copies to the necessary parties as required;

- E. Provide all necessary documentation as required to receive all applicable approvals, permits, and entitlements to complete design and construction tasks; and
- F. Innovate and optimize planning, design, and construction methods to expedite completion of tasks, and provide greater value for the State of Hawaii.
- G. Furnish all necessary labor, materials, equipment, and services to construct of all approved construction tasks.
- H. Delivery of all Project Deliverables as set forth in Section 2.5 below.

## **2.3 PROJECT BUDGET AND ALLOCATIONS**

The HCDA has estimated a project budget of approximately **sixty million dollars (\$60,000,000)** (hereafter the “budget ceiling”) for the planning, design, engineering, and construction of infrastructure improvements in the District and regionally that benefit State lands in the District. The Contractor shall allocate a **minimum** of approximately **forty-eight million dollars (\$48,000,000)** (hereafter the “construction allocation”) of the budget ceiling towards the construction of infrastructure.

**2.3.1 Final costs.** The scope of individual design and construction tasks related to the execution and delivery of this Project are subject to approval by the HCDA, and the availability and release of funding.

**2.3.2 Construction Allocation.** The Contractor may not exceed the budget ceiling, but may choose to allocate more than the minimum construction allocation towards the construction of infrastructure, with prior written approval by the HCDA.

## **2.4 PROJECT DELIVERY METHOD AND SCHEDULE**

The HCDA, as the expending agency, intends to contract a Contractor to plan, design, permit, and construct infrastructure improvements in the District or regionally that benefit State lands in the District by using a design-build method. The Contractor selected through this RFP process will be contracted directly to the HCDA. The method of Project delivery will be divided generally into two groups of services: (i) “Preconstruction Services” which generally include all planning, design, engineering, permits, and entitlements for the infrastructure improvements in the District, and deliverables in this RFP; and (ii) the “Construction and Construction Administration Services” which generally include all necessary services to construct selected infrastructure and facilities included in the Preconstruction Services. The intent is that this project delivery method will provide a quicker, more efficient, and more collaborative process that provides the highest level of value and quality for the State of Hawaii.

**2.4.1 Preconstruction Services.** The Contractor, in consultation with the HCDA, will be required to develop and administer the planning, design, permitting, and entitlement of selected infrastructure development in the District and regionally that benefit State lands in the District. Preconstruction Services shall support the infrastructure planning to support the initiatives listed in Section 2.1.1 of this RFP.



The Proposal shall clearly show how the Preconstruction Services will support the initiatives listed in Section 2.1.3. The design services may include District-wide or regional infrastructure improvements that benefit State lands in the District. Other design services, other than the listed deliverables in Section 2.5 of this RFP, will be specific to certain tasks developed by the Contractor, in consultation with the HCDA (hereinafter the “design task” or “design tasks”). All design tasks will require, but are not limited to, the following:

- a. Estimations of time, materials, and labor to complete the design task(s);
- b. Compliance with the project budget, and schedule as required by the HCDA;
- c. Prior written approval by the HCDA to proceed with each design task(s);
- d. Extensive community outreach and inter-agency engagement on the Island of Maui to understand and address the needs and requirements of each task;
- e. Collaboration with the HCDA and governmental agencies, as necessary, to provide the best value through the optimization of design and construction efforts;
- f. Drafting of plans, models, diagrams, sketches, and other documentation at various stages of the design process in order to acquire the required approval of permits and entitlements for construction of infrastructure improvements in the Project; and
- g. Validation of constructability and cost analysis at each stage of development, and periodically as agreed upon with the HCDA;

**2.4.2 Construction and Construction Administration Services.** Construction work in the District or regionally that benefit State lands in the District may occur simultaneously with the Preconstruction Services and design tasks. The Contractor, in consultation with the HCDA, will be required to package construction services in distinct scopes of work or areas of work (hereafter the “construction task” or “construction tasks”). The Contractor will be required to provide to the HCDA, but is not limited to, the following items prior to receiving the HCDA written approval to proceed with each construction task(s):

- a. Optimization of construction methods and scheduling to expedite completion of the construction task;
- b. Validate construction budgeting and feasibility;
- c. Transparent cost estimate and pricing of the construction task;
- d. Ensure the highest quality and standards of the construction task; and
- e. A detailed cost analysis of the labor, materials, equipment, and time to complete each construction task.

The Contractor will be required to provide administrative services during the execution of construction tasks, work collaboratively with the HCDA, and other State and County of Maui agencies throughout the construction process. This is to ensure efficient and safe completion of the construction tasks. This includes, but is not limited to:

- f. Services to facilitate the administration of the construction task(s) such as answering requests for information or approvals in a timely manner, coordination meetings, daily or weekly site meetings and inspections, health and safety monitoring and compliance as required by the State of Hawaii and the County of Maui;
- g. Monitor the health and safety compliance as required by the State of Hawaii and the County of Maui;
- h. Manage the access and security of active construction work areas and staging areas;
- i. Maintaining of all required best management practices and environmental management; and
- j. Installation of temporary facilities and utilities.

**2.4.3 Value Engineering and Optimization.** The Contractor shall, in collaboration with the HCDA, and other stakeholders designated by the HCDA, work to value engineer (“VE”), and further optimize the design and construction methods included in this contract, throughout the contract lifecycle. The Contractor shall propose designs and construction methods to optimize the work done by the Contractor by avoiding duplicative work planned to be completed by other State or County of Maui agencies, or initiate work that could accelerate or benefit other State or County of Maui projects. Such VE and optimization efforts by the Contractor shall be documented in a VE report prior to the approval of a construction task, or as requested by the HCDA or its designated representative.

**2.4.3 Schedule.** The District planning, community outreach, studies, and surveys required by the State of Hawaii and the County of Maui are estimated to take up to ten (10) to twelve (12) months, depending on the different agency review and approval processes. Simultaneously, the Contractor shall work collaboratively with the HCDA to commence infrastructure construction tasks in the District and regionally that benefit State lands in the District. Construction tasks may take between six (6) to twelve (12) months to complete depending on the permit approval process and availability of labor and materials.

A project schedule shall be drafted and issued by the Contractor to the HCDA within thirty (30) days of the HCDA issuing the Notice to Proceed (“NTP”) (hereafter “base-line schedule”). The base-line schedule shall be subject to approval by the HCDA, and shall be further amended throughout the contract, as necessary.

## **2.5 POST-AWARD DELIVERABLES**

The following is a minimum list of deliverables necessary to fulfill the objectives, and shall be completed by the Contractor post-award of the contract. The sequence of completing each project deliverable shall be mutually agreed between the HCDA and Contractor. Additional deliverables may be necessary and determined collaboratively with the HCDA and the Contractor.

**2.5.1 Project Management Work Plan.** The Project Management Work Plan (hereafter “Work Plan”) shall list the duties, milestones, and schedule for each approved design and construction task. The HCDA shall work collaboratively with the Contractor to refine and optimize the Work Plan during the course of each task. The HCDA shall approve the proposed Work Plan prior to proceeding with each design or construction task. Revisions to the Work Plan must be approved in writing by the HCDA. The Work Plan should include a contact list of key personnel and sub-consultants responsible for each task and an overall project cost plan. The Contractor will also be required to provide periodic status reports and presentations on the progress of the Work Plan.

**2.5.2 Planning Assessment Report.** Provide an assessment report outlining the potential alignment and deficiencies between the relevant existing federal, State, and county planning studies and assessments to further the objectives listed in Section 2.1.2 of this RFP. The assessment report will be used to further the study of design and construction tasks, and objectives further developed through community outreach and consultation with the HCDA. The HCDA shall make available to the Contractor the following documents:

- a. Chapter 206E, HRS;
- b. SB2398 Pulehunui Community Development District (Act 190), June 2022;
- c. Final Environmental Impact Statement, DLNR Industrial and Business Park (TMK [2] 3-8-008:001 [por.]), March 2019;
- d. Final Environmental Impact Statement, Pulehunui Regional Infrastructure Master Plan, DHHL, June 2019;
- e. County of Maui 2030 General Plan, Countywide Policy Plan, 2010;
- f. Maui Island Water Use and Development Plan, Draft, March 2019; and
- g. South Maui Community Plan, Draft, August 2022.

**2.5.3 Community Outreach Plan.** Develop a community outreach plan to manage and coordinate information provided to the public and other governmental agencies, in order to best facilitate the community outreach efforts of the contract.

- a. The Contractor shall employ a subject matter expert to lead the community and governmental outreach efforts.
- b. This subconsultant shall be the point of contact for the community and governmental outreach, unless otherwise directed by the HCDA.
- c. This subconsultant shall have extensive community outreach experience and have direct contacts within the Maui community.
- d. It is preferred that this subconsultant have a permanent office on the island of Maui.
- e. Subconsultant shall also collaborate with HCDA’s Community Outreach Officer as necessary.

**2.5.4 Pulehunui Community Development Plan (“PCDP”).** Pursuant to Chapter 206E, HRS, Contractor shall develop the PCDP. The PCDP shall incorporate key smart growth concepts and principles: pedestrian-friendly urban and sub-urban

forms; inter-connectivity; multi-modal transportation; placemaking and identification; sustainability and environmental issues specific to this region of Maui; economic development; and opportunities to develop or restore on-site cultural resources and activities. The PCDP shall incorporate the project outcomes and initiatives listed in Section 2 of this RFP, and provide a vision for the future development of the District which is innovative and responsive to the community's needs.

- a. Development of the PCDP will require a robust community outreach effort and inter-agency cooperation developed as part of the community outreach plan described in Section 2.5.3. above. The Contractor and subconsultants will support all outreach efforts including, but not limited to: presentations; inter-agency meetings; public meetings and hearings; drafting of Memorandum of Agreement (“MOA”) or Memorandum of Understanding (“MOU”); drafting of cultural stewardship plans; aerial drone photography; videography; 3-D conceptual renderings and models; sketches; and diagrams.
- b. The Contractor and sub-consultants shall support the HCDA in the preparation of the PCDP for governmental and public review, pursuant to Chapter 91 and Chapter 206E, HRS by: coordinating the inter-agency review of the PCDP; publishing public hearing notices; hosting and organizing public hearings and meetings on the Island of Maui; and responding to agency and community comments.

**2.5.5 Environmental Assessment and Environmental Impact Statement.** Pursuant to Chapter 343, HRS, the Contractor may be required to conduct an Environmental Assessment (“EA”) or draft an Environmental Impact Statement (“EIS”) for work in the District or regionally that benefit State lands in the District. The Contractor shall be the responsible party to provide all materials and services to comply with Chapter 343, HRS, including, but not limited to: archeological surveys; soil testing; subsurface investigation; traffic studies; infrastructure assessments; economic impact studies; and documentation and public hearing requirements pursuant to Chapter 91, HRS.

In order to fully assess the environmental impacts and use of State and natural resources for the planned development in the District and regionally that benefit State lands, the Contractor shall draft a programmatic EIS for the PCDP mentioned in Section 2.5.4 above.

**2.5.6 State Historic Preservation Program.** Pursuant to Chapter 6E, HRS, the Contractor is required to conduct various archaeological surveys, plans, and reports in order to comply with the Program, administered by the State Historic Preservation Department (“SHPD”). Additionally, monitoring of ground disturbances may be required during the construction of infrastructure work or facilities in the District or regionally that benefit State lands. The Contractor shall provide all necessary services, documentation, and reports to comply with Chapter

6E, HRS, and provide to the HCDA a SHPD concurrence letter for all work associated with an approved construction task.

**2.5.7 Strategic Infrastructure Delivery Plan (“SIDP”).** Identify infrastructure that is critical for the social, cultural, and economic development in the District and regionally that benefit State lands in the District. Include infrastructure planned by the State of Hawaii and the County of Maui. Analyze the different financing and funding options for the delivery, timing of delivery, and continued maintenance of such infrastructure. Funding sourcing may include; federal, State, and county budgets, bonds, tax incentives, grants, improvement districts, and public private partnerships. This assessment shall synergize the planned design and construction tasks in the Project, and the future infrastructure needed to fully realize the vision for the District and surrounding region of Central Maui.

- a. This analysis shall be compiled into draft versions of the SIDP to be reviewed and commented on by State and County agencies. The final SIDP shall be approved by the HCDA.
- b. Develop an infrastructure availability report, as part of the SIDP, to assess availability of needed infrastructure, the financing and funding needed to develop this infrastructure, and a strategic timeline for the delivery and continued maintenance of the identified infrastructure items. The SIDP should consider the conveyance of infrastructure developed and constructed by the State of Hawaii to the County of Maui for continued maintenance and operation.
- c. Engagement with community members and other stakeholders is critical to formulate a financing and funding strategy for the identified infrastructure items. If needed, draft inter-agency MOA or MOU to facilitate the sharing of information and resources. The following is a list of potential stakeholders:

State of Hawaii, Department of Hawaiian Homelands;  
Department of Land and Natural Resources;  
Department of Public Safety;  
Department of Business, Economic Development and Tourism;  
Department of Agriculture;  
Department of Transportation;  
State of Hawaii Judiciary;  
Maui County, Department of Water;  
Department of Environmental Management;  
Department of Parks and Recreation;  
Department of Planning;  
Department of Transportation;  
Department of Fire & Public Safety;  
Police Department;  
Hawaiian Electric Co.;  
Hawaiian Telcom Co.;

Spectrum;  
Hawaii Gas;  
Other applicable public utility companies;  
Community Groups;  
Non-Profit Groups; and  
Others identified by the HCDA and the communications consultant.

**2.5.8 Infrastructure Master Plan.** Develop an infrastructure master plan for the District including regional infrastructure benefiting State lands. This plan shall be updated with each completed construction task. As part of the infrastructure master plan, the Contractor shall provide an infrastructure deficiency report to identify the deficiencies between the current County of Maui public works infrastructure standards, existing infrastructure in the District, and the future planned infrastructure. Harmonize the SIDP, PCDDP, and EIS proposed capacities, flow rates, and phasing assumptions with the infrastructure master plan.

**2.5.9 Cost Plan and Cost Estimates.** Provide preliminary estimates and budgets for the analysis and approval of each design and construction task(s). Provide all area take-offs, tabulation of materials and labor, and other quantities to complete the estimate(s), cost plan(s), and budget(s).

- a. The Contractor shall control the cost of each design and construction task(s) at every stage or project phase to follow the agreed cost plan or budget, and assist in any value engineering of the design.
- b. The Contractor shall look for ways to optimize the design or methods of construction to reduce the length of construction or increase the overall value of each task. Transparent cost planning, analysis, and estimation is critical for a collaborative and efficient design-build process.

**2.5.10 Design, Engineering, and Construction Documentation.** The Contractor shall provide all necessary design, engineering, and construction documentation following industry standards for detail, completeness, and quality, in order to complete all approved construction tasks for the Project. This includes, but not limited to: plans; sections; elevations; 3-D modeling; 3-D renderings; technical details; diagrams; presentation materials; photographic documentation; and technical specifications. The scope of the documentation is dependent on each design task(s) approved by the HCDA.

- a. Each stage of a design task shall follow the following general sequence, but can be modified with prior written approval by the HCDA: schematic design; permit and entitlement documents; and construction documents and specifications.
- b. At each stage of the design, the Contractor shall manage the cost of the design in accordance with the agreed upon cost plan or budget.
- c. The Contractor is required to get written approval from the HCDA in order to move to the next phase of each task.

**2.5.11 Construction Management Plan.** The Contractor shall draft and manage a plan that forecasts the roles, procedures, duties, responsibilities, schedules, phasing, implementation, and personnel overseeing the construction tasks in the Project (“Construction Management Plan”). The plan shall include, but is not limited to: noise control; hours for construction and deliveries; traffic management; trash and debris removal; road and streets closures; communications procedures; emergency procedures; health and safety compliance; quality control procedures; dust control; erosion control; public street cleaning and repair; temporary fire protection measures; project signage to meet State and local ordinances and requirements; pest control; construction staging; site access and security; and construction logistics.

## **2.6 CONTRACT TERM**

The contract period shall be for a period of thirty-six (36) consecutive months from the date of the NTP letter issued by the HCDA (the “initial term”), with two (2) options to extend for an additional twelve (12) month period each, or portions thereof (the “extension term(s)”) for a potential maximum term totaling 60 months.

Each extension term is subject to availability of funds and satisfactory performance by the Contractor and may be extended without solicitation, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date; provided, however, the contract price for the extended term shall not be increased, except for any allowable wage increases approved by the HCDA in accordance with HRS §103-55. The contract shall expire at the later of the following: (a) the HCDA makes final payment to the Contractor in accordance with paragraph 17(d) of the AG-008 103D General Conditions (see Attachment 1), (b) the HCDA issues a letter of final acceptance to the Contractor, or (c) the contract period expires.

**END OF SECTION TWO**

## SECTION THREE – REQUIREMENTS AND QUALIFICATIONS

### 3.1 MANDATORY MINIMUM REQUIREMENTS

This section contains the minimum qualifications and requirements that must be met to be considered for the award of this contract. All items described in this section are non-negotiable. Offerors shall be considered non-responsive if unable to comply with the minimum requirements and they will not be considered for award.

An award will not be made to any Offeror failing to meet all the qualifications listed in Section 3.4 herein . Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract term and any extension term (if applicable).

The HCDA reserves the right to disqualify any potential Offeror if, in the HCDA’s sole discretion, the HCDA determines that the Offeror does not have the requisite experience or expertise to provide the services required.

**3.1.1 Compliance with Chapter 103B, HRS.** Pursuant to Chapter 103B-3, HRS, as amended by Act 192, Session Laws of Hawaii 2011, and as applicable to this Project, the Contractor shall ensure that a minimum of not less than **eighty percent (80%)** of the workforce employed to perform the contract on a particular construction project, be residents of the State of Hawaii. This shall not apply if the application of this chapter is in conflict with any federal law, or if the application of this chapter will disqualify any State or county agency from receiving federal funds or aid.

### 3.2 ADDITIONAL CONTRACTOR REQUIREMENTS

The Contractor shall:

- A. Communicate contract requirements to its subcontractors’ personnel and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
- B. Ensure that all Contractor employees and subcontractor employees can communicate effectively with the HCDA employees to facilitate the Project objectives;
- C. Ensure that it is current with all payments and registration fees and similar financial obligations owed to the HCDA and its subcontractors during the term of its contract with the HCDA;
- D. Maintain key personnel and staffing as communicated in the Offeror’s proposal, throughout the contract term, to the best of the Offeror’s ability. Any key personnel replaced during the course of the contract term must have at a minimum the same or a greater level of experience and capability as those personnel being replaced;



- E. Immediately communicate any potential risks to the services within this RFP to the HCDA or as required by the laws of the State of Hawaii. Mitigate those risks to ensure successful completion of the services within this RFP and to protect the interests of the HCDA and the people of the State of Hawaii;
- F. Direct inquiries from the media or elected officials about the Project shall be directed to the HCDA for a response; and
- G. Ensure certain built infrastructure will be conveyed to the County of Maui and/or public utility companies for perpetual operation and maintenance. The Contractor is required to comply with all procedures, design standards, permitting, and inspections in order to successfully convey the identified infrastructure to the designated parties. This may require, but not limited to: land survey; title and deed documentation; deficiency reports; traffic analysis reports; and other documentation required by the County of Maui or public utility companies.

**3.2.1 Adequate Staff and Facilities.** The Contractor, and/or its team of subcontractors (see Section 3.3 below), shall maintain an office and project staff to fulfill all requirements of the design-build project delivery method and deliverables listed herein, in the State of Hawaii but preferably on the Island of Maui, at the time of and during the contract period in order to facilitate efficient communication and project delivery. The Project staff shall be responsible to give a timely response to all inquiries and assignments.

### **3.3 SUBCONTRACTOR REQUIREMENTS**

The Contractor will be allowed to hire subcontractors as needed to perform services that the Contractor cannot perform for themselves. The HCDA reserves the right to review and approve all subcontractors and shall require the Contractor to replace any subcontractors found to be unqualified or lacking evidence of required licenses. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein.

**3.3.1 Contractor Responsibility for Subcontractors.** The Contractor shall be solely responsible for confirming and verifying all licensing required by the State of Hawaii and qualifications of any subcontractor prior to hiring or delegating any services to that subcontractor. The Contractor shall request written approval from the HCDA prior to hiring or changing any key personnel in this RFP proposal or affecting the timely delivery of services and deliverables in this RFP. The Contractor shall be responsible for all expenses incurred if written approval is not obtained from the HCDA prior to the work commencing.

The subcontractor(s) providing services shall meet the same service and licensing classifications as required and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the services it provides. The Contractor shall manage the quality and performance, project management and schedules and timely start and

completion of services performed by each of its subcontractors. The Contractor shall be solely responsible and accountable for the completion of all services it has subcontracted.

The Contractor shall be the sole point of contact and shall oversee all services performed by the subcontractor(s), including supervision of subcontractor's work and payment of any and all charges resulting from the work.

**3.3.2 Removal of Subcontractors.** In addition to any rights the HCDA has under Chapter 206E, HRS, the HCDA shall have the right to require the removal of a subcontractor or any of its personnel providing or supporting services in its sole discretion. In such case, the HCDA shall specify the deadline for such removal after consultation with the Contractor.

**3.3.3 Right to Retain Contractors.** The HCDA shall have the right to directly retain any contractor after the expiration, termination, or suspension of the Contract under which it is retained, including any subcontractor providing services subject to any part of a Contract that is terminated or suspended.

### 3.4 MINIMUM QUALIFICATIONS

To assure the HCDA that the Offeror can perform the services specified herein, the Offeror shall meet the following minimum qualifications at the time of the submission of qualifications.

- A. Experience: The Offeror, its team of subcontractors, and subject matter experts (see Section 3.3 Subcontractor Requirements) shall have direct experience in or demonstrate the expertise to successfully execute similar project delivery methods and deliverables listed herein. The Offeror shall demonstrate successful execution of design-build contracts within the last eight (8) years. Such experience and expertise shall be documented and included in the Offerors proposal (see Section 4). If the Offeror is a newly formed company or entity, key personnel in the newly formed company or entity organization structure shall have the direct experience in the successful execution of design-build contracts referred to herein. This shall be noted in the Offeror's proposal.

The Offeror and its team of subcontractors must have direct experience in, but not limited to: land use codes; development entitlements; permits; taxation laws; infrastructure financing tools; infrastructure maintenance lifecycles; governments bonds and funding mechanisms; urban planning; cultural resource planning; the laws, ordinances and rules of the State of Hawaii and the County of Maui; and the experience and ability to conduct extensive community outreach efforts to acquire the statutory entitlements and permits for the services and deliverables in this RFP, preferably on the Island of Maui. This shall be noted in the Offeror's proposal.

- B. Evidence of Applicable Licenses: The Offeror must hold a valid "A" General Engineering contractor's license in the State of Hawaii pursuant to Chapter 444, HAR, and all required licensing pursuant to the laws of the State of Hawaii. All subcontractors, and subconsultant teams shall also hold the required licensing classification pursuant to

the laws of the State of Hawaii. Proof of the required licensing shall be submitted with the Offeror's qualifications. Failure of an Offeror to submit proof of required licenses with its offer shall be deemed non-responsible and the Offeror's offer shall be disqualified.

### **3.5 QUALIFICATIONS CONTENT**

Offerors shall complete and submit the following content to demonstrate that they have the requisite qualifications and experience to complete the Project Objectives effectively and in the best interest of the HCDA. Failure to provide and fully complete the following content items may preclude the Offeror from being selected for this RFP.

**3.5.1 Offeror Questionnaire.** The Offeror, its subconsultants, key personnel, and relevant subcontractors, are required to complete the "Offeror Questionnaire", Attachment 2.

#### **3.5.2 Statement of Qualifications.**

- a. Offeror Background. The Offeror must provide the following information relative to the past ten (10) years (or the number of years the Offeror has been in business, whichever is less):
  1. The number of years Offeror has been in business and the number of years Offeror has performed services specified in this RFP.
  2. Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including other party's name and reason, therefore. If none, so state.
  3. Whether the Offeror has had judgements or pending lawsuits or actions; adverse contract actions, suspension, imposition of penalties, or other actions relating to the failure to perform or deficiencies in fulfilling contractual obligations against or involving Offeror's firm. If none, so state.
  4. Whether the Offeror, or any officer, partner, or individual of the Offeror, has failed to complete any awarded work. If so, Offeror must provide full details, including other parties' names, when the action took place, and why work was not completed.
  
- b. Offeror Experience and Capabilities.
  1. A narrative describing the Offeror's proposed team of subconsultants and subject matter experts; how their individual or organizational experience and qualifications reflect the desired qualifications, and how this will enable them to successfully complete the requested services. An organizational chart should be provided as part of this narrative.
  2. A list of qualifications of all key personnel, including subcontractors, and subject matter experts who will be included as part of the Offeror's RFP submission. Include the designation of the lead project manager and the

individual roles and responsibilities of other team members. Please provide resumes, no more than three (3) pages in length, for the personnel dedicated to this project, which should include information relating to each person's experience, education, and skills. Identify for each key personnel current/active projects they are responsible for, their anticipated availability for this project, and highlight work experience for projects similar to the services in this RFP.

3. A narrative that provides a short description of up to five (5) sample projects which demonstrate Offeror's experience and capability to perform the services requested in this RFP. The narrative should summarize each project, the following information: client, name of project, location, type of project, contract or fee amount, year work performed or completed, purpose and scope of the project, services performed, deliverables completed, project outcomes, and lessons learned. Website addresses should be cited for the projects, where available.
4. Offerors are requested to submit copies of completed plans, reports, or other documents prepared for the sample projects in digital form only, as PDF's submitted with Offeror's proposal. The narrative must list the filenames and content of the sample projects' PDF files.

**3.5.3 Proof of Licenses.** Proof of the required licensing shall be submitted with the Offeror's qualifications. Failure of an Offeror to submit proof of required licenses shall be deemed non-responsible and the Offeror's offer shall be disqualified. Refer to Section 3.4.B.

### **3.6 EVALUATION OF QUALIFICATIONS**

The evaluations of qualification for this RFP shall be reviewed by an evaluation committee of at least three (3) government or the HCDA employees with sufficient qualifications selected by the HCDA's Head of Purchasing Agency. The evaluation will be based solely on the evaluation criteria and the process described in this section below. A maximum of three (3) qualified, responsive, and responsible Offerors, with the highest evaluation scores, will be priority-listed to submit a proposal for this RFP.

Evaluations may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the Offeror.

In the event the evaluation process ends in identical qualification scores, the evaluation committee, at its sole discretion, may select the priority-listed Offerors in any permissible manner that resolves the identical qualification scores including, but not limited to: Offerors with offices located on the Island of Maui; Hawaii-owned businesses; business with the most innovative design-build methods; and other reasonable criteria.

**3.6.1 Qualification Scoring Scale.** Qualifications shall be evaluated based on the qualifications content submitted by each Offeror and shall be scored based on the following criteria. Each criterion shall be scored on a total possible score of five

(5) points, with zero (0) indicating insufficient or incomplete information submitted by the Offeror. The explanation of the scoring levels is listed below.

**0** – Insufficient or incomplete submission of qualifications content. Unable to properly rate the Offeror.

**1 - Poor.** The criterion is inadequately addressed, Offeror demonstrates only a minimal level of qualification to fulfill the requirements of the RFP, or there are serious inherent deficiencies.

**2 - Fair.** The qualifications content broadly addresses the criterion, but there are one or more deficiencies, or Offeror has not adequately explained how its qualifications, capabilities, or experience fit the requirement.

**3 - Good.** The qualifications address the criterion well; meets the requirement. No deficiencies noted.

**4 - Very Good.** The qualifications address the criterion very well, highly comprehensive. No deficiencies noted.

**5 - Excellent.** Excellent qualifications that go beyond other submissions to demonstrate the capabilities to fulfill the requirements of this RFP and to provide added value this Project.

**3.6.2 Qualification Criteria.** Offeror qualifications will be evaluated on the following five (5) criterion. Each criterion will be scored from zero (0) to five (5) based on the scoring scale listed in Section 3.6.1. A responsive and responsible Offeror may receive a total possible score of thirty (30) points.

- a. Experience and qualifications relevant to the Project objectives and delivery method. **(Total 5 Points)**
- b. Past performance on projects of similar scope and deliverables. **(Total 5 Points)**
- c. Capacity and capability to accomplish the work in the proposed timeline. **(Total 5 Points)**
- d. Experience conducting similar planning and community outreach efforts on the Island of Maui. **(Total 5 Points)**
- e. Experience and capability to construct large infrastructure projects. **(Total 5 Points)**
- f. Background and capability to provide innovative solutions to design-build projects. **(Total 5 Points)**

### **3.7 NOTICE OF PRIORITY-LISTED OFFERORS**

At the completion of the evaluation of qualifications a list of a maximum of three (3) priority-listed Offerors with the highest evaluations scores will be posted on HIEPRO. The three (3) priority-listed Offerors will also be contacted by the HCDA and shall then be invited to submit a

Proposal for this RFP (See Section 4). Offerors not selected for the priority-list may not submit a Proposal for this RFP.

**END OF SECTION THREE**

## SECTION FOUR – PROPOSAL CONTENT AND INSTRUCTIONS

### 4.1 PROPOSAL INSTRUCTIONS

Only priority-listed Offerors may submit a Proposal. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably considered and appropriate for the RFP. The Proposal shall describe in detail the Offeror's ability and capability to provide services to meet the goals and objectives of this RFP. An Offeror's Proposal shall be considered a complete and firm offer to accomplishing the responsibilities and services in the methods described in this RFP.

### 4.2 PROPOSAL CONTENT

Proposals must include, but is not limited to, the following documents to be considered for this RFP. Proposals that fail to submit any one of these documents may be considered non-responsive. The proposal documents included will be evaluated for the Offeror's experience, capabilities, and competency to fulfill the objectives of the Project. (See Proposal Checklist, Attachment 3).

- A. **Cover Page.** The cover page should include your company name and number of this solicitation: RFP-HCDA-PUL23-01.
- B. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the Proposal shall be identified by referencing page numbers.
- C. **Executive Summary.** The executive summary is to briefly describe the Offeror's Proposal and its contents. This summary should highlight any significant accomplishments relevant to the requirements of this RFP by the Offeror or subconsultants. The summary should demonstrate the Offeror's understanding of and ability to meet the administrative and technical requirements of this RFP. Please limit this to one to two pages.
- D. **Project Approach.** The Offeror shall draft a statement of approach in order to best describe the Offeror's process and strategy to perform the Scope of Services required in this RFP. The statement shall at a minimum include:
  - 1. The organizational, management structure, and procedures in order to monitor and achieve the Scope of Services requested in this RFP;
  - 2. Cost management and budgetary analysis procedures to manage both design and construction costs;
  - 3. A preliminary Work Plan as defined in Section 2.5.1, of this RFP, with roles and responsibilities of each subconsultant and key personnel to accomplish the Scope of Services in this RFP;
  - 4. Any statements of approach to illustrate the Offeror's understanding of how to best address issues affecting the community in which the services within this RFP will serve;

5. Staffing and facilities available to effectively deliver the design and construction of large infrastructure projects on the Island of Maui; and
6. The ability to formulate innovative plans to address long-term community planning issues including but not limited to: economic development; urban and community planning; environmental protection and improvement; climate change; disaster preparedness; and the restoration and development of onsite cultural resources.
7. Processes for dispute resolution between the Offeror, its subconsultants and subcontractors, and the HCDA.

The Offeror may use diagrams, charts, photos, and illustrations in order to best communicate the proposed project approach.

- E. **Letters of Engagement.** Assembling the most experienced and capable team of subconsultants and subject matter experts will be key to the success of the Project. Ensuring that these subconsultants and key personnel remain with the Project throughout the contract is in the best interest of the HCDA. The Offeror shall submit signed letters of engagement between the Offeror and each subconsultant, and subject matter expert listed in their project approach. This letter of engagement shall establish a commitment to fulfill their roles and responsibilities for the length of the Project.

The Offeror is not required to submit letters of engagement for construction subcontractors unless that particular subcontractor is critical to the Offeror's project approach.

- F. **Preliminary Work Schedule.** The Offeror shall submit a draft schedule outlining the length of time proposed to complete each post-award deliverable listed in Section 2.5 in this RFP and key objectives of the Project, which may include: acquiring building permits on the Island of Maui, public utility service agreements; construction mobilization period on the Island of Maui; installation of temporary site services; and rough orders of magnitude to complete the construction allocations of this RFP. The Offeror shall include a total projected contract length, with milestone dates for the different stages of the post-award deliverables. The Offeror should use references to previously completed infrastructure work or similar deliverables.

- G. **Offer Form.** The Offeror Form is required to be completed using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate section of Attachment 4. Failure to do so may be grounds for disqualification of the Offeror's Proposal.

- H. **Confidential, Protected or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of Proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the Proposal response directing the HCDA to the specific area of this protected information section. If the Offeror believes that any portion of its Proposal, specification, protest, or correspondence contains information that should be withheld as confidential, then the HCDA should be so advised in writing and shall be furnished



with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's Proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the HCDA in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

- I. **References.** Offeror shall complete and sign the References section of the Offer Forms, Attachment 4, and fill out References Form, Attachment 5. The Offeror shall list on its form where indicated, a list of companies or government agencies for which the Offeror has provided or is currently providing services similar in nature to the work and services specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Offeror who has performed unsatisfactorily on other jobs of a nature similar to those required by this RFP.
- J. **Statement of Non-Collusion.** The Offeror shall certify in its Proposal that its response is made without collusion or fraud, that it has not offered or received any kickbacks or inducements from any other contractor or subcontractor in connection with the Proposal, and that it has not conferred on any of the HCDA officer or employee, past or present, any payment, loan, subscription, advance deposit, travel services or items even of nominal value.
- K. **Fee Proposal.** Priority-listed Offerors shall fill out and submit Attachment 6, Offeror Fee Proposal, by the date noted in Section 1.3 Procurement Schedule. Offerors should not fill out and submit the Attachment 6, Offeror Fee Proposal, unless an Offeror has received notice that they have been selected as a priority-listed Offeror. The fee proposal shall include the Offerors proposed fees to complete the responsibilities and scope of services specified in this RFP and shall be inclusive of all costs, including reimbursables, permits and entitlements, legal costs, printing, travel costs and accommodations, and all applicable taxes (including the Hawaii General Excise Tax).

The calculation of the fee proposal shall include any adjustments and decreases due to applicable procurement preferences listed in this Section 4.2. The use of these preferences is subject to verification and submission of the required documentation. Failure of the Offeror to submit proper documentation of the preferences will disqualify the use of the preference in the assessment of the fee proposal, and the Offeror's original, unadjusted fee will be considered.

The fee proposal may be determined non-responsive if the HCDA, in its sole discretion, determines that the fee proposal does not provide all required information in conformance with this RFP. Non-responsive proposals will exclude the Offeror from the final selection for this RFP.

- L. **Preferences.** Pursuant to Chapters 103D-1001.5, HRS, and Chapter 124, HAR, preferences shall apply, when applicable, to procurements made pursuant to Chapters

103D-302 or 103D-303, HRS. Offerors wishing to apply preferences to their bid proposals shall follow rules established in Chapter 124, HAR. Offerors shall include all applicable documentation to certify the applied preferences. The contract amount shall be the amount of the price offered, exclusive of any preference.

- a. **The Hawaii Products Preference.** The Hawaii product preference pursuant to Chapters 103D-1002, HRS, and 124, Subchapter 1, HAR, Hawaii Product Preferences may be applicable for items of this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-038) to: (Fill in Name of the government agency, contact person, phone number, email and due date and time). The product shall meet the specifications of this solicitation. The submittal must be received by (Fill in Name of the government agency) by (Fill in time and due date for application). The current Hawaii Products List is available on the State Procurement Office (SPO) website at <http://spo.hawaii.gov>; click on “For Vendors” > “Hawaii Product Preferences.”

Where offers include both registered Hawaii products and non-Hawaii products, for the purpose of determining the lowest evaluated offer, the offer for the Hawaii product shall be decreased by its applicable ten percent (10%) or fifteen percent (15%) classification preference, pursuant to Chapter 124, Subchapter 1, HAR.

- b. **Recycled Products.** In accordance with HRS §103D-1005 and HAR §3-124 Subchapter 4, the recycled products preference may be applicable to this solicitation for products and materials that are certified to contain a minimum of twenty percent (20%) post-consumer recovered material or a minimum of forty percent (40%) recovered material. For the purpose of selecting the lowest bid or purchase price only, the price offered for a certified recycled product item shall be decreased by subtracting 10%.

Any person desiring a preference pursuant to Chapter 103D-1005, HRS, shall certify the recycled content of the product when submitting a bid. The Certification of Recycled Content form issued by the bid administrator shall be completed and submitted as part of the bid.

- c. **Apprenticeship Agreement.** A governmental body, as defined in Chapter 103D-104, HRS, that enters into a public works contract under this chapter having an estimated value of not less than \$250,000, shall decrease the bid amount of a bidder by five per cent (5%) if the bidder is a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations for each apprenticeable trade the bidder will employ to construct the public works, and in conformance with Chapter 372, HRS.

At the time of submission of a competitive sealed proposal by a bidder, the bidder shall furnish written proof of being a party to a registered apprenticeship agreement for each apprenticeable trade the bidder will employ to construct the public works and, if awarded the contract, shall continue to certify monthly in

writing that the bidder is a party to a registered apprenticeship agreement for each apprenticeable trade the bidder will employ to construct the public works for the entire duration of the bidder's work on the project.

**M. Bid Security.** A bid security is required pursuant to Chapter 103D-323, HRS, and shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in cash, or otherwise supplied in a form specified in rules. Bid security shall be in an amount equal to at least five per cent (5%) of the amount of the bid. The Bidder shall provide proof of a bid security submitted with its Proposal.

**N. Insurance.** The Offeror is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Offeror from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Offeror or by anyone directly or indirectly employed by them (see Section 6.9 Liability Insurance). The Offeror shall provide proof requested insurance information on its Bid Form were indicated and submit proof of insurance with its Proposal.

Failure to address each requirement may result in the Proposal being deemed incomplete and unacceptable. Detailed information on submitting each of these sections is contained in later sections of this RFP.

### **4.3 DISQUALIFICATION OF PROPOSALS**

The HCDA reserves the right, in its sole discretion, to consider as acceptable only those Proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the specifications listed herein this RFP. Any Proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

The Offeror shall be disqualified if, for any prior solicitations by the HCDA, the Offeror has ever:

1. Withdrawn its Proposal after the HCDA has opened the Proposals; or,
2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

The Offeror may also be disqualified if Offeror submits more than one Proposal, or if the Offeror's Proposal is considered incomplete.

### **4.4 CANCELLATION OF SOLICITATIONS AND REJECTION OF PROPOSALS**

Chapter 103D-308, HRS, provides that a request for proposal may be cancelled, or any and all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the request, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Chapter 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

#### **4.5 EACH OFFEROR TO BEAR ITS OWN COSTS**

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations (see also Section 5.4 Discussion with Priority-Listed Offerors), demonstrations and discussions, and otherwise participating in the RFP Process.

#### **4.6 ADDITIONAL INFORMATION**

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the HCDA's request unless the HCDA specifies another period.

**END OF SECTION FOUR**

## SECTION FIVE – PROPOSAL EVALUATION

### 5.1 PROPOSAL EVALUATION SCORING

The evaluations of proposals for this RFP shall be reviewed by an evaluation committee of at least three (3) government or the HCDA employees with sufficient qualifications selected by the HCDA's Head of Purchasing Agency. The evaluation will be based solely on the evaluation criteria and the process described in this section below.

Evaluations may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the Offeror.

In the event the evaluation scoring process ends in identical scores, the evaluation committee, at its sole discretion, may select in any permissible manner that resolves the identical scores including, but not limited to: Offerors with offices located on the Island of Maui; Hawaii-owned businesses; business with the most innovative design-build methods; and other reasonable criteria.

**5.1.1 Scoring Process.** Proposals shall be evaluated based on the proposal content submitted by each Offeror and shall be scored based on the following criteria, or as otherwise noted in Section 5 of this RFP. For scores based on a total possible score of five (5) points, the criteria are listed below. For scores of a total possible ten (10) points, the criteria shall be the same, and the score shall be multiplied by an escalating factor of two (2). See Figure 1, for an example of a ten (10) point score with escalating factor.

**0** - The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.

**1 - Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to fulfill the requirements of the RFP, or there are serious inherent deficiencies.

**2 - Fair.** The Proposal broadly addresses the criterion, but there are one or more deficiencies, or Offeror has not adequately explained how its services, capabilities, or experience fit the requirement.

**3 - Good.** The Proposal addresses the criterion well; meets the requirement. No deficiencies noted.

**4 - Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.

**5 - Excellent.** Excellent Proposal that goes beyond the requirements listed in this RFP to provide added value to the Project. In addition, the response may cover areas not originally addressed within the RFP and/or include additional

information and recommendations that would prove both valuable and beneficial to the HCDA and the Project.

Example of ten (10) point score with escalating factor:

$$\frac{4}{\text{(Evaluation Score)}} \times 2_{\text{(Escalating Factor)}} = 8_{\text{(Total Possible Score)}}$$

*(Figure 1)*

## 5.2 EVALUATION OF PROPOSALS

Proposals will be evaluated on the following four (4) criterion. Each criterion will be scored based on the scoring scale listed in Section 5.1. A total of ten (10) bonus points are available based on criteria listed in this section. A responsive and responsible Offeror may receive a total possible score of thirty (115) points, including bonus points.

If there are any changes in key personnel and/or staffing after an Offeror’s proposal is selected for the Priority-List, and prior to award of the contract, the Offeror shall notify the HCDA immediately. The HCDA may choose to reevaluate the Offeror’s qualifications, which may result in its removal from the Priority-Listed Offerors.

### 5.2.1 Proposal Criteria 1: Project Approach (Total 30 points)

- a. Demonstrate an understanding and experience in a variety of infrastructure financing tools, funding mechanisms for infrastructure maintenance over the lifecycle, multiple delivery approaches, and the necessary permitting and entitlements for the installation of government lead infrastructure initiatives, preferably on the Island of Maui. **(10 points)**
- b. Project team capacity, organization, and structure of key personnel for services within the RFP are clearly defined and qualified in each respective to task(s), role(s), and responsibility(s) to deliver on the Project objectives, initiatives, post-award deliverables, and construction of infrastructure in the District. **(10 points)**
- c. Demonstrate the ability of the Offeror or the subconsultant team to develop and implement innovative plans to address long-term community development issues including but not limited to; economic development, urban and community planning, environmental protection and improvement, and development of cultural and community resources. **(5 points)**
- d. Demonstrate the ability to optimize the planning and installation of infrastructure to facilitate efficient, cost effective, and value-added solutions in a design-build method of project delivery. **(5 points)**

### **5.2.2 Proposal Criteria 2: Work Process & Schedule (Total 30 points)**

- a. Demonstrate the ability to organize and sequence the necessary work process relevant to achieving the Project objectives and post-award deliverables in the proper order and reasonable length of time to comply with regulatory and legal requirements of the State of Hawaii and County of Maui statutes, codes, and rules. **(10 points)**
- b. Demonstrated the expertise and capability of effective cost management at different milestones in Offeror's work process and proposed preliminary schedule to deliver government lead infrastructure projects using the design-build method. **(5 points)**
- c. Preliminary schedule outlines a reasonable allocation of time for various milestones in the Offeror's design-build method of delivering infrastructure projects in the District, and the post-award deliverables in this RFP. **(5 points)**
- d. Demonstrate that key personnel, subconsultants, or subject matter experts have the requisite experience and understand of the process necessary to conduct community outreach to achieve the Project objectives and post-award deliverables in this RFP. It is preferred that those personnel be based on the Island of Maui. **(10 points)**

Note: A Proposal offering a Maui based subconsultant or subject matter expert to lead the community outreach efforts shall receive a base score of five (5) points. The remaining five (5) points shall be evaluated on a scale of one (1) to five (5) as noted in Section 5.1.1. A Proposal not offering a Maui based subconsultant or subject matter expert shall receive a maximum of no more than five (5) total points for this criterion.

### **5.2.3 Proposal Criteria 3: Past Performance and References (Total 30 points) + (10 bonus points)**

- a. Demonstrated comprehensiveness, caliber, and quality of work samples submitted for projects of similar scale, services, and delivery methods within this RFP. **(10 points)**
- b. Demonstrated ability to complete awarded work within allocated time and project budget. Examples of exceptional work that exceed the project timeline or budget may be referenced, however please provide detailed explanation on the project overruns. Consideration will be given to the extraordinary circumstances out of the Offeror's control. **(10 points)**
- c. Client references' show satisfaction with the Offeror's quality of work, timeliness, and responsiveness of Offeror's performance, services, and deliverables. **(10 points)**

- d. **Bonus Points for optimization, early completion, and value engineering:** For past design-build contracts that the Offeror has completed, in which the services provided were optimized to increase the value of the completed services, completed ahead of the agreed deadline or completion date, or value engineered to reduce costs under the projected project budget, two (2) bonus points may be provided for each instance of optimization, early completion, and value engineering. A maximum of ten (10) total bonus points may be provided for this section of evaluation criteria. **(Maximum of 10 bonus points)**

**5.2.4 Evaluation Criteria 4: Cost (Total 15 points)**

- a. **Cost Competitiveness.** The fee proposals shall be evaluated on a scale of zero (0) to ten (10) to determine the highest level of cost competitiveness, to benefit the HCDA. Only the lowest total fee of the three priority-listed Offerors shall receive the maximum score of ten (10) points. Pursuant to Chapter 3-122-52, HAR, the points allocated to higher-priced proposals shall be equal to the [lowest proposal price] multiplied by the [maximum points available points], divided by the [higher proposal price]. Results of the point calculation will be rounded to the nearest whole number, other than ten (10). Refer to the formula example below, Figure 2. **(10 points)**

Example: higher-priced proposal formula

$$\frac{\$98}{\text{[Lowest Proposal Price]}} \times 10 \div \frac{\$150}{\text{[Higher Proposal Price]}} = 7 \text{ [Possible Points]}$$

(Figure 2)

- b. **Cost Reasonableness.** The fee proposals shall be evaluated on a scale of zero (0) to five (5) to determine the reasonableness of the priority-listed Offeror’s proposed fees to complete each task and post-award deliverable required to fulfill the Project objectives of this RFP. The HCDA may use any or all cost analysis techniques, or in its sole discretion, to determine the reasonableness of the Offeror’s fee proposal. A score of five (5) shall be given to fee proposals that demonstrate a reasonable allocation of fees to each item in the fee proposal. A point may be deducted, at the sole discretion of the HCDA, for fee proposals that may not demonstrate reasonable allocation of fees to any or all items in the fee proposal. **(5 Points)**

**5.3 DISCUSSION WITH PRIORITY-LISTED OFFERORS**

The HCDA shall schedule a single discussion with each priority-listed Offeror and their subconsultant team. The discussions will be held by the HCDA evaluation committee, as defined in Section 5.1, and generally within the timeframe indicated in Section 1.3 Procurement Schedule. The purpose of the discussion is to allow the HCDA evaluation committee to ask questions about each priority-listed Offeror’s proposal content, and to introduce key members of the Offeror’s team to the HCDA. All Offerors will be given the identical written set of questions a minimum one (1) week prior to each scheduled discussion.



Each discussion will be evaluated on a “pass” or “fail” criteria. The priority-listed Offeror may get a “pass” evaluation for representing a comprehensive understanding of the requirements of this RFP and the expectations of the Project. A “fail” evaluation represents an unreasonable level of understanding of the requirements of this RFP. A priority-listed Offeror that has failed the discussion evaluation shall not be considered for the final selection of this RFP. The HCDA shall, at its own discretion, determine the reasonableness or level of understanding each priority-listed Offeror represents in their respective discussion with the HCDA.

#### **5.4 BEST AND FINAL OFFER**

Pursuant to Chapter 122-54, HAR, the HCDA shall establish a date and time for all priority-listed Offerors to submit their best and final offer. Offerors shall also be informed that if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be considered as their best and final offer. The contract award shall follow the best and final offer.

If any of the priority-listed Offerors submit a best and final offer that amends their previously submitted Fee Proposal, the evaluation committee will need to recalculate the scores of Evaluation Criteria 4, in Section 5.2.4.

#### **5.5 FINAL SELECTION**

The final selection of the winning proposal for this RFP shall be based on the Proposal with the highest evaluation score, from the priority-listed Offeror that has “passed” the discussion with the evaluation committee. All priority-listed evaluation scores shall be amended prior to the final selection, if necessary, due to a best and final offer submission.

Upon award, proposal documents are public record and are available for review by submitting a Request for Access to Government Record to the HCDA via email to: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov). Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

#### **5.6 RIGHT TO WAIVE MINOR IRREGULARITIES**

The HCDA in its sole discretion reserves the right to waive minor irregularities in the proposals, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the HCDA do not require a comprehensive rewrite of the submission. The HCDA also reserves the right in its sole discretion to waive certain minimum requirements provided that all of the otherwise responsive submissions fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement process.

### **END OF SECTION FIVE**

## SECTION SIX – AWARD AND CONTRACT PROCESS

### 6.1 AWARD OF CONTRACT

A Notice of Award (“NOA”), if made, will be issued to the responsible Offeror whose Proposal is determined the most advantageous to the State based on the evaluation criteria set forth in this RFP. Award of a contract will be conditioned upon funding availability and release.

The winning Offeror will receive a NOA which will indicate that the Offeror has been selected to perform the Work under this RFP.

The Offeror receiving the award will be required to enter into a formal written contract with the HCDA. Work shall commence on the official commencement date specified on the NTP letter issued by the HCDA upon execution of the contract. No work is to be undertaken prior to the commencement date specified on the NTP letter issued by the HCDA upon execution of the contract by both parties.

### 6.2 CANCELLATION OF AWARD

The HCDA reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable preparation costs and the reimbursement of any direct expenses incurred as directed by the Notice of Award. Such cancellation will not incur any liability by the HCDA to any other Offeror.

### 6.3 RESPONSIBILITY OF OFFEROR

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

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

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

**Vendor Compliance - Hawaii Compliance Express.** Vendors may use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from

the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

**Timely Registration on HCE.** Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at. The annual registration fee is \$12.00, and the ‘Certificate of Vendor Compliance’ is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

**Verification of Compliance on the HCE.** Prior to awarding this contract, the HCDA shall verify compliance of the Contractor.

**Vendor Compliance - Paper Documents.** Offerors not utilizing HCE to demonstrate compliance shall provide the paper certificates to the HCDA as instructed below. All certificates must be valid on the date it is received by the HCDA. Timely applications for all applicable clearances are the responsibility of the Offeror.

- (1) **HRS Chapter 237 Tax Clearance Requirement for Award.** Pursuant to Chapter 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original, green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

- (2) **HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) Requirements for Award.** Pursuant to Chapter 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the DLIR.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: [44Thttp://labor.hawaii.gov/forms/44T](http://labor.hawaii.gov/forms/44T).

**Compliance with Chapter 103D-310(c), HRS, for an entity doing business in the State.** The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the HCDA.

To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

**Timely Registration.** The above certificates should be applied for and submitted to the HCDA as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

**Verification of Compliance.** Upon receipt of compliance documents, the HCDA reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

Before submitting a Proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addenda, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the HCDA in writing prior to the deadline for written questions as specified in the Section 1.3 Procurement Schedule. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of Proposal(s) upon which award could not be made.

#### **6.4 BID SECURITY**

A bid security is required pursuant to Chapter 103D-323, HRS, and shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in cash, or otherwise supplied in a form specified in rules. Bid security shall be in an amount equal to at least five percent of the amount of the bid.

#### **6.5 PERFORMANCE AND PAYMENT BOND**

Performance and Payment Bonds shall be required for contracts \$25,000 and higher. **At the time of the execution of the contract**, the successful Offeror shall file good and sufficient performance and payment bonds on the form furnished by the HCDA (see Attachment 7), each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

1. Surety bonds underwritten by a company licensed to issue bonds in this State; or
2. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the

State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

- A. These instruments may be utilized only a maximum of \$100,000.
- B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

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

## **6.6 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Offerors should be aware that if awarded the contract, Chapter 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

## **6.7 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF PROPOSAL**

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

Any change, addition, deletion of attachment(s), or data entry of a Proposal may be made prior to the deadline for submittal of Proposals.

## **6.8 DEBRIEFING**

Pursuant to HAR §3-122-60, a non-selected Offerors may request a debriefing to understand the source selection decision.

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

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Section 6.8 Protest Procedures below for submitting a protest.

## **6.9 PROTEST PROCEDURES**

Pursuant to HRS §103D-701 as amended and HAR §3-126-3, an actual or Prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest.

Any protest shall be submitted in writing to the HCDA’s Head of Purchasing Agency (“HOPA”) via the methods indicated below:

Craig K. Nakamoto  
Executive Director and Head of Purchasing Agency  
Hawaii Community Development Authority  
547 Queen Street  
Honolulu, HI 96813

Or via email: [dbedt.hawaii.contact@hawaii.gov](mailto:dbedt.hawaii.contact@hawaii.gov)

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

In the event of a protest, no further action shall be taken on the solicitation or the award of the contract until the HOPA issues a written decision to either uphold or deny the protest.

## **6.10 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of the contract, liability, and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

The Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

### **Commercial General Liability:**

\$1,000,000 per occurrence and \$2,000,000 in the aggregate  
\$1,000,000 Completed Operations Aggregate Limit  
\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Limit

Umbrella Liability:  
\$60,000,000 Aggregate

Worker's Compensation:  
Coverage A: As required by Hawaii Laws  
Coverage B: Employer's Liability  
\$1,000,000 Bodily Injury by Accident Each Accident  
\$1,000,000 Bodily Injury by Disease  
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile:  
\$2,000,000 combined single limit OR \$1,000,000 bodily injury per person,  
\$1,000,000 bodily injury per accident, and \$1,000,000 property damage per  
damage.

Each insurance policy required by the contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the Hawaii Community Development Authority, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and Hawaii Community Development Authority, their respective elected officials, officers, directors, members, employees, agents, and volunteers are added as additional insureds with respect to operations performed for the Hawaii Community Development Authority/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and shall not contribute toward insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire contract term and any extension term.

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with the HCDA certificate(s) of insurance to evidence compliance with the insurance provisions of the contract and to keep such insurance in effect during the entire term of the contract. The Contractor shall also provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(s) and to keep in force such insurance shall be regarded as a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss arising out of or connected with Contractor's performance of the contract.

## **6.11 TAX LIABILITY AND COUNTY SURCHARGE**

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, Attachment 3, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

Work to be performed under this RFP is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Offerors are advised that the gross receipts derived from this RFP are subject to the 4.712% Hawaii general excise tax ("GET") imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.

## **6.12 FEDERAL I.D. NO. AND HAWAII GENERAL EXCISE TAX LICENSE I.D.**

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, Attachment 3, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

## **6.13 NON-DISCRIMINATION**

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

## **6.14 REDACTION BY THE STATE**

If the HCDA determines, pursuant to HRS §92F-13, that any information or material in a Proposal, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the HCDA shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

**END OF SECTION SIX**



## **SECTION SEVEN– CONTRACT MANAGEMENT**

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

### **7.1 CONTRACT MANAGER**

The Contract Manager identified in Section 1.4 Point of Contact is the single point of contact ("POC") **post-award**. The Contractor shall direct to the Contract Manager all questions concerning the post-award process and any other questions that may arise related to the resulting contract.

### **7.2 CONTRACTOR/STATE MEETINGS**

The Contractor shall participate in initial meetings with the HCDA to discuss the contract, including but not limited to, an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

### **7.3 DISPUTE RESOLUTION**

If conflict arises, either the Contractor or the HCDA shall pursue alternative dispute resolution procedures to voluntarily resolve those issues prior to litigation. These procedures may include, but are not limited to: conciliation; facilitation; mediation; and fact-finding.

### **7.4 QUALITY CONTROL**

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use KPI's that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the services specified herein. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

### **7.5 PROJECT SIGN**

The Contractor shall furnish, erect, and subsequently remove, one (1) project sign to identify the Project as specified by the HCDA. The sign shall be erected at the location directed by the HCDA, adequately braced, and mounted, and shall be maintained in good condition throughout the progress of the work. The cost of furnishing, erecting, maintaining, and removing the project sign shall be paid for under the appropriate bid item in the Fee Proposal.

## **7.6 INVOICING**

The Contractor shall electronically submit an invoice with each request for payment. Reference both the contract number and the RFP number on all invoices. Each invoice submitted for payment shall specify the amount being requested for each deliverable (or partial deliverable) completed and should not combine multiple deliverables into a single amount requested.

## **7.7 PAYMENT**

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

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

## **7.8 POST-CONSTRUCTION**

**7.8.1 As-Built Drawings.** The Contractor shall prepare a set of as-built drawings detailing any changes to the design, drawings, and specifications during construction. This shall include modifications to existing infrastructure such as: electrical lines; roadways; sewer lines; water lines; stormwater drainage retention basins; and landscaping. The HCDA will accept an electronic as-built drawing set in an agreed upon file format.

**END OF SECTION SEVEN**

## SECTION EIGHT – SPECIAL PROVISIONS

Unless otherwise specified herein, the cost of performing work for these Special Provisions, which supplement, amend and/or supersede certain portions of the 2008 HCDA General Provisions for Construction Contracts (hereinafter “HCDA General Provisions”) (see Attachment 7) shall be considered incidental and included in the Proposal for the various items of work, and shall not be considered a cause for delay in the contract completion period.

### 8.1 DEFINITIONS

The following shall supplement Article 1 – DEFINITIONS, of the HCDA General Provisions.

- 1.76 PROJECT – Planning, Design, and Construction at the Pulehunui Community Development District, Maui, Hawaii.
- 1.77 CONSTRUCTION MANAGER – Any employee of the Hawaii Community Development Authority (“HCDA”), or individual, partnership, firm, corporation, joint venture, or other legal entity under contract to HCDA acting as the authorized field representative of the Engineer with the scope of the duties as assigned and delegated to him as such representative.

### 8.2 CONTRACTOR’S LICENSING

The following shall supplement Section 2.1 – QUALIFICATION OF BIDDERS, of the HCDA General Provisions.

All Offerors for this Project shall be licensed “A” General Engineering contractors, and all subcontractors for this Project shall be licensed specialty contractors, in accordance with the laws of the State of Hawaii. Any contractor, subcontractor, or subconsultant not so licensed shall be subject to the penalties imposed by such laws.

In addition, “A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002, decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et. al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely as or part of a larger project that would require the general contractor to act as a specialty contractor in any area in which the general contractor has no 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 (*An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of the Project and determine the appropriate licenses that are required to complete the Project.

### **8.3 CONTRACT INVALIDATION**

The following shall supplement Article 4 – SCOPE OF WORK, of the HCDA General Provisions.

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

### **8.4 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

The following shall supplement Section 4.2 - CHANGES, of the HCDA General Provisions.

Contract changes are subject to the availability of funds, and the written approval of the HCDA or its designated representative.

### **8.5 ALLOWANCES FOR OVERHEAD AND PROFIT**

Subsection 4.5.1.1, 4.5.1.2 and 4.5.1.3 of Section 4.5 – ALLOWANCES FOR OVERHEAD AND PROFIT, of the HCDA General Provisions, are superseded by the following:

- 4.5.1.1 For the Contractor, for any work performed by its own forces, twenty percent (20%) of the direct cost;
- 4.5.1.2 For each Subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the direct cost;
- 4.5.1.3 For the Contractor or any Subcontractor, for work done by their Subcontractors, ten percent (10%) of the amount due the performing Subcontractor.

### **8.6 INTELLECTUAL PROPERTY RIGHTS**

The following shall supplement Section 6.10 – PROPERTY RIGHTS IN MATERIALS, of the HCDA General Provisions.

The HCDA reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Contractor’s work product, and to transfer the intellectual property to third parties for the HCDA’s purposes.

### **8.7 LIQUIDATED DAMAGES**

The section shall supplement Section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME of the General Provisions.

It is mutually understood and agreed between the Contractor and HCDA that liquidated damages for this Project shall be Five Thousand Dollars (\$5,000.00) per day for each and every calendar day, including weekends and holidays.

## **8.8 TERMINATION FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS**

The following shall supplement Section 7.28 - TERMINATION FOR CONVENIENCE, of the HCDA General Provisions.

The contract may be cancelled by the HCDA if sufficient funds are not appropriated, received, or otherwise made available to support the continuation of performance in any fiscal period; however, this does not affect either the HCDA's rights or the Contractor's rights under any termination clause of the contract.

## **8.9 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITION OF EMPLOYEES SUPPLYING SERVICES**

This following shall supplement Section 7.7 - PREVAILING WAGES, of the HCDA General Provisions, and apply to all contracts to perform services in excess of \$25,000. All Offerors for service contracts shall comply with §103-55, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services:

Before any prospective Offeror is entitled to submit an offer for the performance of any contract to supply services in excess of \$25,000 to any governmental body, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in the cancellation of the contract. It shall be the duty of the government contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall not apply to:

1. Managerial, supervisory, or clerical personnel.
2. Contracts for supplies, materials, or printing.
3. Contracts for utility services.
4. Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
5. Contracts for professional services.
6. Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
7. Contracts with nonprofit institutions.

## **8.10 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

The following shall supplement Section 4.2 - CHANGES, of the HCDA General Provisions.

Contract changes are subject to the availability of funds, and the written approval of the HCDA or its designated representative.

**END OF SECTION EIGHT**

## **SECTION NINE – LIST OF ATTACHMENTS AND EXHIBITS**

### **ATTACHMENTS**

- 1 – AG-008 2103D GENERAL CONDITIONS
- 2 – OFFEROR QUESTIONNAIRE
- 3 – PROPOSAL CHECKLIST
- 4 – OFFER FORM
- 5 – OFFEROR REFERENCE FORM
- 6 – OFFEROR FEE PROPOSAL
- 7 – 2008 HCDA GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
- 8 – 2019 DLNR FINAL ENVIRONMENTAL IMPACT STATEMENT – VOLUME I
- 8a – 2019 DLNR FINAL ENVIRONMENTAL IMPACT STATEMENT – VOLUME II
- 8b – 2019 DLNR FINAL ENVIRONMENTAL IMPACT STATEMENT – VOLUME III
- 9 – 2019 DHHL FINAL ENVIRONMENTAL IMPACT STATEMENT
- 10 – 2022 SOUTH MAUI COMMUNITY PLAN, DRAFT

### **EXHIBITS**

- A – T.M.K. PARCEL MAP OF  
PULEHUNUI COMMUNITY DEVELOPMENT DISTRICT
- B – MAUI ISLAND PLAN, PROTECTED AREAS DIAGRAM – WC-1
- C – DRONE PHOTOS OF PULEHUNUI COMMUNITY DEVELOPMENT DISTRICT

**END OF SECTION NINE**