

RELEASE DATE: November 13, 2023

The State of Hawai‘i  
Department of Business, Economic Development and Tourism  
**The Hawai‘i Community Development Authority**

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

PLANNING, DESIGN, AND CONSTRUCTION  
FOR ELECTRICAL INFRASTRUCTURE IMPROVEMENTS  
IN IWILEI AND KAPĀLAMA

Located On:  
O‘ahu, Hawai‘i

**ELECTRONIC SUBMISSION TO THE STATE OF HAWAI‘I 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 Hawai‘i Community Development Authority  
547 Queen Street  
Honolulu, Hawai‘i 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 (“RFP”) No. RFP-HCDA-TOD-23-01**

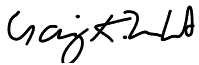
**PLANNING, DESIGN, AND CONSTRUCTION  
FOR ELECTRICAL INFRASTRUCTURE IMPROVEMENTS  
IN IWILEI AND KAPĀLAMA**

To All Interested Parties:

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, as amended, (“HRS”), the Hawai‘i Community Development Authority (“HCDA”) is soliciting proposals from interested offerors to provide planning, design and construction services for electrical infrastructure improvements in the Iwilei and Kapālama neighborhoods on O‘ahu, Hawai‘i.

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.



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Craig K. Nakamoto  
Executive Director and Head of Purchasing Agency  
Hawai‘i Community Development Authority

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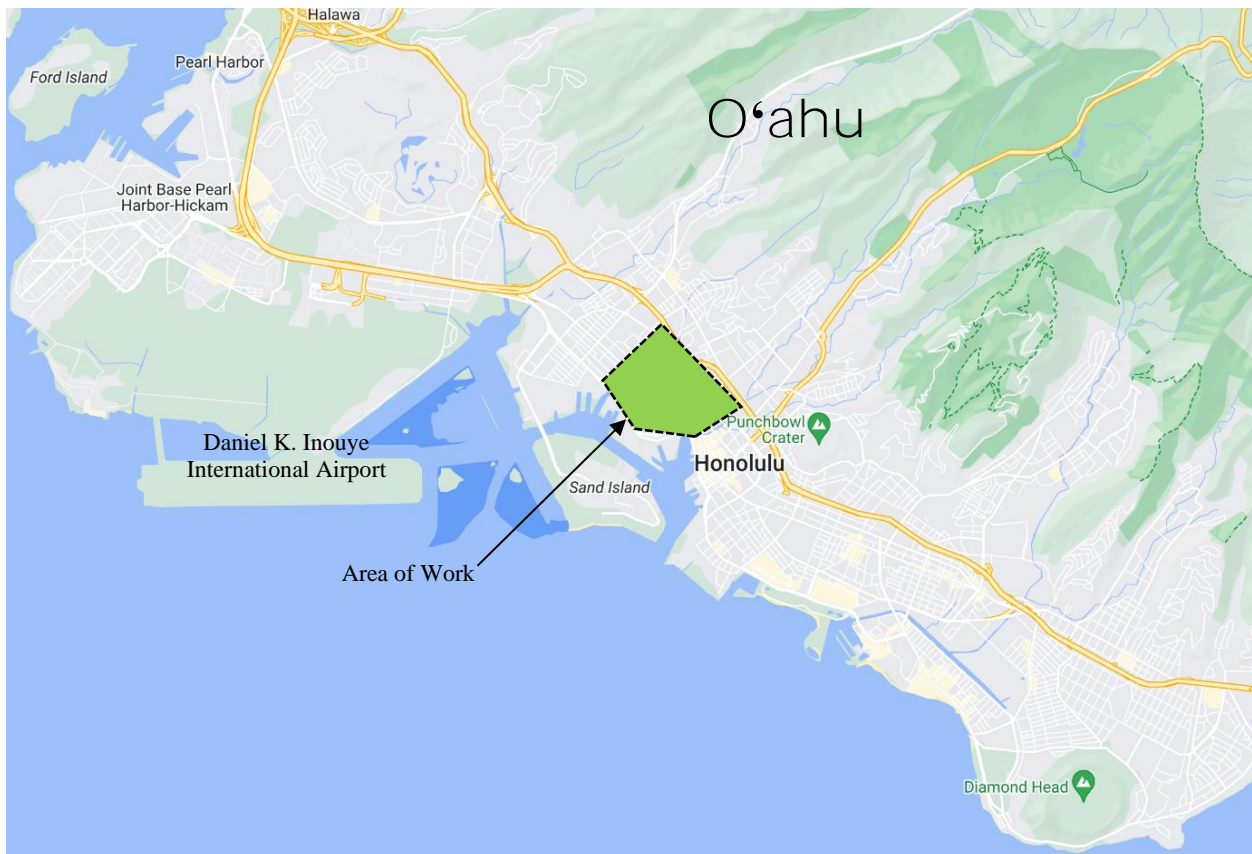
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## SECTION ONE – ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

The Hawai‘i Community Development Authority, a body corporate and public instrumentality of the State of Hawai‘i, administratively attached to the State of Hawai‘i’s Department of Business, Economic Development & Tourism, is requesting proposals from qualified offerors to manage and administer the various efforts necessary to plan, study, assess, design, permit, and construct electrical infrastructure improvements in the Iwilei and Kapālama neighborhoods on the island of O‘ahu, Hawai‘i (See Map 1 – Location Map, below).

The purpose of the HCDA issuing this RFP is to competitively evaluate and procure a qualified consultant (“Contractor”) to promote and ensure the fairest, most efficient means to obtain the greatest overall combination of service and value to the HCDA. Any award will result in a contract for the services for use by the HCDA contingent on the release and availability of funds appropriated for the services.



*Map 1: Location Map*

*(Image: Google Maps)*

## 1.2 RFP SUMMARY

**Project Purpose:** Plan, design and build electrical infrastructure improvements in the Iwilei and Kapālama neighborhoods to support the development of new housing units.

**Project Delivery Method:** Design-Build.

**Project Budget:** Approximately twenty-four million dollars (\$24,000,000).

**Contract Term:** Thirty-six (36) consecutive months, plus two (2) optional twelve (12) month extensions for a maximum total of sixty (60) consecutive months.

### **Steps for Contract Award:**

1. Virtual Pre-Proposal Conference
2. Intent to Submit Proposal
3. Submission of Qualifications
4. Evaluation of Qualifications
5. Selection of Priority-Listed Offerors
6. Submission of Proposals
7. Evaluation of Proposals
8. Discussions with Priority-Listed Offerors
9. Best and Final Offer
10. Final Selection
11. Award of Contract

## 1.3 DEFINITIONS

The following definitions apply to this solicitation:

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

**AG General Conditions** means the State of Hawai'i, 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, , 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 Hawai‘i).

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

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

**Hawai‘i 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.

**Hawai‘i eProcurement System (HiePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

**Hawai‘i Revised Statutes (HRS)** means the statutory laws of the State of Hawai‘i.

**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.

**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 the planning, design, engineering, permitting, and construction of electrical infrastructure in the Iwilei and Kapalama area as approved by the HCDA.

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

**State** means the State of Hawai‘i, including its departments, agencies, and political subdivisions.

**Scope of Services** defines the work to be delivered or completed by the Contractor as part of this RFP, including but not limited to: services necessary to complete project objectives; primary initiatives; post-award deliverables; and construction.

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

#### 1.4 PROCUREMENT SCHEDULE

EVENT	DATE/TIME
<b>Release of Request for Proposals:</b>	November 13, 2023
<b>Virtual Pre-Proposal Conference: (Registration Required)</b> <i>See Section 1.6 for more details</i>	November 29, 2023 10:00 A.M.
<b>Notice of Intent to Submit Proposal Deadline: (REQUIRED)</b> <i>See Section 1.7 for more details</i>	December 11, 2023 4:00 P.M.
<b>Deadline to Submit Written Questions:</b> <i>See Section 1.8 for more details</i>	December 15, 2023 4:00 P.M.
<b>The HCDA’s Response to Written Questions:</b> <i>See Section 1.8 for more details</i>	December 22, 2023 4:00 P.M.
<b>Deadline to Submit Qualifications:</b> <i>See Section 3 for more details</i>	January 5, 2024 4:00 P.M.
<b>Qualifications Evaluations:</b> <i>See Section 3.6 for more details</i>	January 8, 2024– January 22, 2024
<b>Notification of Priority-Listed Offerors Date:</b> <i>See Section 3.7 for more details</i>	January 26, 2024
<b>Deadline to Submit Proposals (RFP Closing Date):</b> <i>See Section 4 for more details</i>	February 23, 2024 4:00 P.M.
<b>Proposal Evaluations:</b> <i>See Section 5 for more details</i>	February 26, 2024 – March 12, 2024



EVENT	DATE/TIME
<b>Discussion with Priority-Listed Offerors:</b> <i>See Section 5.3 for more details</i>	March 13, 2024 – March 20, 2024
<b>Deadline to Submit Best and Final Offer:</b> <i>See Section 5.4 for more details</i>	March 28, 2024 4:00 P.M.
<b>Final Selection Deadline:</b> <i>See Section 5.5 for more details</i>	April 11, 2024
<b>Anticipated Award Date:</b> <i>See Section 6 for more details</i>	April 18, 2024
<b>Anticipated Contract Start:</b> <i>See Section 2.7 for more details</i>	May 31, 2024

This schedule represents the HCDA’s best estimate of the schedule that will be followed. All times indicated are Hawai‘i 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.

## 1.5 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  
Hawai‘i Community Development Authority  
547 Queen Street  
Honolulu, Hawai‘i 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 Contractor 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  
Hawai‘i Community Development Authority  
547 Queen Street  
Honolulu, Hawai‘i 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.

## 1.6 VIRTUAL PRE-PROPOSAL CONFERENCE

**1.6.1 Attending Pre-proposal Conference.** Prospective Offerors, subcontractors, and consultants 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 1.4. **Registration for the pre-proposal conference is required.**

The link to register for the virtual pre-proposal conference is provided below:

<https://events.gcc.teams.microsoft.com/event/fa34e4a0-53e4-427e-9790-eab4e990d3a3@3847dec6-63b2-43f9-a6d0-58a40aaa1a10>

**1.6.2 Purpose.** 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.

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.

**1.6.3 Questions.** 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.

## 1.7 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 their letter of intent to [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov) with “RFP-HCDA-TOD-23-01 Intent to Submit Proposal” in the subject line, by the deadline noted in the Procurement Schedule in Section 1.4. and shall include the following information:**

- 1. Company Name;**
- 2. Name of the Contact Person;**
- 3. Company Address;**
- 4. Phone Number; and**
- 5. Email Address for notification.**

## **1.8 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 1.4 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.** 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 1.4 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.

## **1.9 ADDENDA**

Changes to this RFP including but not limited to procurement requirements and contractual terms 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.

## **1.10 PROPOSAL SUBMISSION PROCESS**

- 1.10.1 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 3.6 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.

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

**1.10.3 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 1.4 Procurement Schedule of this RFP. (See also Section 1.13 Electronic Submission of Documents).

## **1.11 GOVERNING LAWS AND REGULATIONS**

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

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

## **1.12 ELECTRONIC PROCUREMENT**

**1.12.1** The State has established the Hawai‘i 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 (“SPO”) website: <https://hiepro.ehawaii.gov/welcome.html>, select HIePRO Vendor Registration and then Vendor Registration Guide.

**1.12.2** 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 1.4 Procurement Schedule. It is the responsibility of the Offeror to monitor HIePRO to obtain Addenda or other information relating to the RFP. 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.

**1.12.3** Payment to Hawai‘i Consortium, LLC dba NIC Hawai‘i. 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 Hawai'i 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 Hawai'i Information Consortium, LLC, dba NIC Hawai'i, the vendor administering HIePRO. NIC Hawai'i shall invoice the Contractor directly for payment of transaction fees. Payment must be made to NIC Hawai'i within thirty (30) days from receipt of invoice. NIC Hawai'i is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HIePRO system.

**1.12.4 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.

### **1.13 ELECTRONIC SUBMISSION OF DOCUMENTS**

All documents related to this RFP shall be submitted and received electronically by the date and time specified in Section 1.4 Procurement Schedule. The electronically submitted RFP documents shall be considered the original. Any documents received outside of the methods described herein, including faxed or e-mailed documents, shall not be accepted, or considered for award. Any documents received after the due date and time shall be rejected.

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

**1.13.1 Submission of Qualifications.** Qualifications shall be submitted electronically via OneDrive. A secured OneDrive link will be emailed to Offerors who submit a Notice of Intent to Submit a Proposal. 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.

**1.13.2 Submission of Proposals.** Proposals shall be submitted electronically via HIePRO. **The maximum file size that HIePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.** (See Section 1.12 Electronic Procurement for further information.)

### **1.14 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.

### **1.15 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.

### **1.16 RIGHTS AND DISCLAIMERS**

Unless otherwise specified in this RFP, the HCDA may:

- A. Accept any item or combination of items, 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 Hawai'i;
- 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.

### **1.17 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 Hawai'i.

**END OF SECTION ONE**

## SECTION TWO – BACKGROUND AND CONTRACTOR RESPONSIBILITIES

### 2.1 BACKGROUND

In 2022, the Hawai‘i State Legislature determined that construction, installation, and improvement of certain infrastructure is necessary and desirable to facilitate renewal and redevelopment of areas designated by the State and the counties for transit-oriented development (Act 184, SLH 2022). On June 27, 2022, Act 184 (Gov. Msg. No 1285) was signed into law creating the transit-oriented development infrastructure improvement district(s) to be administered by the HCDA. The Hawai‘i Interagency Council for Transit-Oriented Development (“TOD Council”), established by Act 130 (SLH 2016) has identified the Iwilei and Kapālama neighborhoods (“Project Area”) as part of the strategic plan for transit-oriented development (See Attachment 8) on the Island of O‘ahu. Act 184 allows the HCDA to contract for the planning, development, and construction of infrastructure improvements within each county-designated transit-oriented development zone, or within one-half (½) mile radius of a proposed or existing transit station.

The City and County of Honolulu (“City”) has not designated the Project Area as a TOD zone, however, the Project Area does fall within one-half (½) mile of three of the planned rail transit stations, as indicated in the map attached hereto as Exhibit A (Source: 2023, HHFDC, Infrastructure Improvement Master Plan for Iwilei Area). The Project Area is comprised of multiple publicly and privately owned parcels, as identified in Exhibit B together with each parcel’s owner (“Major Landowners”) (Source: 2023, HHFDC, Infrastructure Improvement Master Plan for Iwilei Area, map amended by HCDA). Services under this RFP may also include work outside of the Project Area; provided that the services will benefit projects on parcels within the Project Area

The HCDA has applied for a service and engineering study with the Hawaiian Electric Company (“HECO”) (Project ID: P-OTH-23-664329) to study the routing and HECO capacities to service the primary initiatives of the Project.

### 2.2 PROJECT INITIATIVES

The HCDA has worked collaboratively with the TOD Council members, Office of Planning and Sustainable Development (“OPSD”), Hawaii Housing and Finance Development Corporation (“HHFDC”), Department of Accounting and General Services (“DAGS”), and the City to develop the desired initiatives and outcomes of this Project.

**2.2.1 Desired Outcomes:** The HCDA plans to support the State and City efforts to promote the development of new housing units (See Attachment 9, Table 2-2) around the planned transit stations in the Project Area by improving the necessary electrical infrastructure to support these developments.

**2.2.2 Primary Initiative:** Support the development of housing on State and privately owned lands in the Project Area by improving the electrical infrastructure servicing state and privately owned lands. Refer to Exhibit C (Source: 2023, HHFDC, Infrastructure Improvement Master Plan for Iwilei Area, map amended by HCDA).

The following housing development projects are planned to be supported by the electrical infrastructure improvements under this solicitation:

1. Liliha Civic Center;
  2. Mayor Wright Homes Redevelopment; and
  3. Kamehameha Schools, Kapālama Kai Master Plan, Phase I.
- 
- a. Install underground electrical duct lines and facilities to support 25kV electrical circuits along Kuwili Street, Iwilei Road, and North King Street. For proposed underground routing see Exhibit D;
  - b. Assess the feasibility and associated costs of utilizing trenchless construction methods of installing underground electrical conduits under the intersection of Dillingham Boulevard and North King Street to reduce the impact on vehicle traffic and access to businesses in the area (see Exhibit D);
  - c. Work with HECO engineers to assess the feasibility of upgrading electrical services to support the development of new housings on the west of Kapālama Canal, from the Auiki and Waikamilo substations, via 12kV and 25 kV lines (see Exhibit D). Utilization of electrical capacity at the Auiki Substation for residential development in the Project Area has been studied by HECO, and presented to the Public Utilities Commission (“PUC”) in Docket No. 2018-0185 (see Attachment 10);
  - d. Complete the design and documentation of electrical infrastructure improvements supplying the necessary power to develop new housings at the projects listed in Section 2.2.2(a) of this RFP;
  - e. Re-connect customers to HECO electrical services, if there are available funds, at the end of constructing the electrical improvements;
  - f. Coordinate the design and construction of the electrical infrastructure improvements with the applicable federal, state, and county agencies, including but not limited to: OPSD, HHFDC, DAGS, Hawai‘i Public Housing Authority (“HPHA”), and Honolulu Authority for Rapid Transit (“HART”);
  - g. Ensure all electrical infrastructure improvements are designed and built to meet all applicable standards of the City and County of Honolulu, HECO (see Attachment 10), and other public utilities; and
  - h. Convey and dedicate completed improved infrastructure for the perpetual maintenance and operation to the City and County of Honolulu, HECO, or other public utilities.

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

The Contractor shall be responsible for, but not limited to, the following work and services for this contract (“Scope of Services”):

- 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 engineer, electrical engineer, mechanical engineer, 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. If a Native Hawaiian cultural consultant or practitioner is required, the Native Hawaiian cultural consultant or practitioner shall: have extensive knowledge of the cultural resources and practices in the Iwilei and Kapālama neighborhoods on the island of O‘ahu; and 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;
- F. Innovate and optimize planning, design, and construction methods to expedite completion of tasks, and provide greater value for the State of Hawai‘i;
- G. Furnish all necessary labor, materials, equipment, and services to construct all of the approved construction tasks; and
- H. Deliver all Post-Award Deliverables as set forth in Section 2.6 below.

## 2.4 PROJECT BUDGET AND ALLOCATIONS

The HCDA has estimated a project budget of approximately **twenty-four million dollars (\$24,000,000)** (“budget ceiling”) for the planning, design, engineering, permitting, and construction of electrical infrastructure approved by the HCDA. The budget ceiling shall be subject to designated allocations and allowances as listed in this section, and the release and availability of funds.

**2.4.1 Construction Allocation.** The Contractor shall allocate a minimum of approximately **fourteen million, five hundred thousand dollars (\$14,500,000)** of the budget ceiling towards the construction of electrical infrastructure approved by the HCDA. The Contractor may not exceed the budget ceiling, but may choose to allocate more than the minimum construction allocation towards the construction of electrical infrastructure, with prior written approval by the HCDA.

**2.4.2 Design and Construction Contingency Allowance.** The Contractor shall reserve a minimum of approximately **four million, five hundred thousand dollars (\$4,500,000)** of the budget ceiling for the execution of unforeseen work, as needed, which are not included in the Scope of Services or Project Initiatives herein, or which may arise during the execution of this contract.

The HCDA must pre-approve, in writing, all quotes and proposals for such unforeseen work before the Contractor may perform such work. Any unforeseen work performed by the Contractor that is not pre-approved in writing by the HCDA

shall be at the Contractor's sole expense. Any work required due to the Contractor's error(s), damage(s), or omission(s) will be completed at the Contractor's sole expense.

The allowance referred to herein, may be used towards the design and construction of Scope of Services or Project Initiatives referred to in this RFP once the total of the Construction Allocation (refer to Section 2.4.1) is completely exhausted, with prior written approval by the HCDA.

**2.4.3 Construction Staging and Storage Area.** The HCDA, in coordination with other state agencies, is working to provide the Contractor access to state or City owned lands for the purpose of staging construction activities and storage of construction materials for the Project. The construction staging and storage area will not be acquired at the time of this RFP publication. The Contractor shall assume no construction staging or storage area will be provided by the HCDA until the Contractor is notified by the HCDA. Until such time, the Contractor shall provide its own construction staging and storage area for this Project.

## **2.5 PROJECT DELIVERY METHOD AND SCHEDULE**

The HCDA intends to implement the Project through a design-build method. 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 stated objectives and deliverables in this RFP; and (ii) the "Construction and Construction Administration Services" necessary to construct selected electrical 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.

**2.5.1 Preconstruction Services.** The Contractor, in consultation with the HCDA, will be required to develop and administer the planning, design, permitting, and entitlement of selected electrical infrastructure improvements in the Project Area. Preconstruction Services shall further the planning and development of the initiatives listed in Section 2.2 of this RFP. Certain design services may be broad to cover regional improvements that benefit State lands outside the boundaries of the Project Area. Other design services, other than those listed as deliverables in Section 2.6 of this RFP, shall be packaged by the Contractor in distinct scopes of work or areas of work, in consultation with the HCDA ("design task" or "design tasks") in order to achieve the objectives of the Project. 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 to understand and address the needs and requirements of each task;

- e. Collaboration with the HCDA and Governmental Bodies 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 electrical 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.

**2.5.2 Construction and Construction Administration.** Construction work in the Project Area may occur simultaneously with certain 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 (“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 written approval to proceed with each construction task:

- 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 Governmental Bodies throughout the construction process. This is to ensure efficient and safe completion of the construction tasks. The Contractor’s administrative services include, but are not limited to:

- a. Answering requests for information or approvals in a timely manner;
- b. Arrange and attend coordination meetings, daily or weekly site meetings and inspections;
- c. Monitor the health and safety compliance as required by the State and the City;
- d. Manage the access and security of active construction work areas and staging areas;
- e. Maintain all required best management practices and environmental site management;
- f. Install temporary facilities and utilities, as needed; and
- g. Keep all work areas, roadways, driveways, and public rights-of-way clean and free of trash, debris, dirt, mud, and any other contaminants at all times.

**2.5.3 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 the

contract, and throughout the contract term. The Contractor shall propose designs and methods to increase the value of the work done by the Contractor by avoiding duplicative work planned to be completed by other State or City agencies, or initiate work that could accelerate the objectives of this Project. Such VE and optimization efforts by the Contractor shall be documented in a VE report and issued to the HCDA for review.

**2.5.4 Schedule.** The planning, community outreach, studies, surveys, engineering, and permitting required by the State and the City are estimated to take up to twelve (12) to eighteen (18) months, depending on the different agency review and approval processes. Simultaneously, the Contractor shall work collaboratively with the HCDA to commence certain electrical infrastructure construction tasks in the Project Area and regionally that benefit State lands. Construction tasks may take between twelve (12) to twenty-four (24) 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”) (“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.

## **2.6 POST-AWARD DELIVERABLES**

The following is a minimum list of deliverables necessary to fulfill the objectives of the Project, 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.

**2.6.1 Project Management Work Plan.** The project management work plan (“Work Plan”) shall list the duties, milestones, and schedule for each task conducted by the Contractor to accomplish the objectives of the Project. The HCDA shall work collaboratively with the Contractor to refine and optimize the Work Plan during the course of the contract. The HCDA shall approve the proposed Work Plan prior to proceeding with the tasks of the Project. 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 subconsultants 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.

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

- a. Strategic Plan for Transit-Oriented Development, State of Hawai‘I, Office of Planning, December 2017, Revised August 2018 (Attachment 8);
- b. Infrastructure Improvement Master Plan for the Iwilei Area, HHFDC, February 2023 (Attachment 9);
- c. Public Utilities Commission, Docket no. 2018-0185 (Attachment 10);
- d. Environmental Impact Statement Preparation Notice (EISPN), Iwilei Infrastructure Improvement Master Plan and Liliha Civic Center Master Plan, HHFDC, March 2022 (Attachment 11);
- e. Final Environmental Impact Statement, Mayor Wright Homes Redevelopment, Hawai‘i Public Housing Authority, February 2018 (Attachment 12);
- f. Final Environmental Impact Statement, Kapālama Container Terminal and Tenant Relocation, Hawai‘i Department of Transportation – Harbors Division, August 2014 (Attachment 13); and
- g. Programmatic EHE/EHMP Document, Iwilei District, Honolulu, Hawai‘i, Hawai‘i Department of Health, Hazard Evaluation and Emergency Response Office, March 2015, Version 2.0 (Attachment 14).

**2.6.3 Community Outreach Plan.** Develop a community outreach plan to manage and coordinate information provided to the public and Governmental Bodies, in order to best facilitate the community outreach efforts and the objectives of the Project.

- a. The Contractor shall employ or subcontract a subject matter expert (“subconsultant”) 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 community.
- d. The Contractor or its subconsultant is responsible for drafting and executing all rights-of-entry into private or publicly owned land, if necessary, in order to conduct survey work for the Project
- e. If needed, draft inter-agency Memorandum of Agreement (“MOA”) or Memorandum of Understanding (“MOU”) to facilitate the sharing of information and resources. The following is a list of potential stakeholders:

State of Hawai‘i, Department of Hawaiian Homelands;  
 Department of Land and Natural Resources;  
 Department of Public Safety;  
 Department of Business, Economic Development and Tourism;  
 Department of Transportation;  
 Department of Accounting and General Services;  
 Office of Planning and Sustainable Development;  
 Hawai‘i Housing Finance and Development Corporation;  
 Hawai‘i Public Housing Authority;  
 State of Hawai‘i Judiciary;  
 Office of Hawaiian Affairs;  
 City and County of Honolulu, Department of Planning and Permitting;

Department of Environmental Services;  
Department of Facility Maintenance;  
Department of Parks and Recreation;  
Department of Transportation Services;  
Department of Design and Construction;  
Board of Water Supply;  
Honolulu Police Department;  
Honolulu Fire Department;  
Hawaiian Electric Company;  
Hawaiian Telcom Company;  
Spectrum;  
Hawai'i Gas;  
Other applicable public utility companies;  
Community Groups;  
Non-Profit Groups; and  
Others identified by the HCDA and the communications consultant.

**2.6.4 Environmental Assessment.** 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 Project Area. The Contractor shall 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.

Multiple State and City agencies have conducted, or are in the process of conducting, EA or EIS to assess projects and master plans within the Project Area. The Contractor shall assess if certain approved EA or EIS can be used as precedence, to comply with Chapter 343, HRS, while conducting certain electrical infrastructure improvements in the Project Area.

**2.6.5 State of Hawai‘i Historic Preservation Division (“SHPD”).** Pursuant to Chapter 6E, HRS, the Contractor is required to conduct various archeological surveys, plans, studies, and reports in order to comply with the SHPD program. The Contractor shall provide all necessary services and documentation to comply with Chapter 6E, HRS, including but not limited to: archeological inventory survey; archeological mitigation plan; and archeological monitoring reports. The Contractor shall acquire a letter of concurrence from SHPD, for all work impacting archeological or historical resources in the Project.

**2.6.6 Infrastructure Master Plan Supplemental Report.** Develop an infrastructure master plan supplemental report for the electrical infrastructure improvements, which are completed as part of this Project. This supplemental report shall be amended with each completed construction task. The intent of the supplemental report is to revise and amend assumptions included in the Infrastructure Improvement Master Plan for the Iwilei Area, HHFDC (See Attachment 9),

including but not limited to: proposed capacities; demands; flow rates; loads; phasing assumptions; and construction cost estimates.

- a. The Contractor shall provide an infrastructure deficiency report to identify the deficiencies between the current on-site conditions and the current City public works standards and specifications for utilities, roadways, rights-of-way, urban development, street trees, complete streets, traffic planning and signaling, existing infrastructure in the District, and the future planned infrastructure.
- b. Engagement with community members and other stakeholders is critical to completing the surveys and deficiency report. The Contractor shall employ a community outreach consultant, as necessary to strategize and conduct community outreach on behalf of the initiative of the Project.

**2.6.7 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. Prior to the start of any design or construction task, the cost plan or budget for that task shall be approved by the HCDA in writing.
- c. 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.

**2.6.8 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 design and construction tasks for the Project. This includes, but is 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. An infrastructure deficiency report shall be completed prior to initiating design or construction tasks, or as directed by the HCDA. Refer to Section 2.6.6.
- b. The Contractor shall complete 100% of the engineering design and documentation necessary to complete the Primary Initiatives of the Project listed in Section 2.2.2.
- c. Each stage of a design task shall be documented following this general sequence, but can be modified with prior written approval by the HCDA: schematic design; permit and entitlement documents; and construction documents and specifications.

- d. 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.
- e. The Contractor is required to get written approval from the HCDA in order to move to the next phase of each design task.

**2.6.9 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.

## **2.7 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 sixty (60) months.

Each extension term is subject to availability of funds and satisfactory performance by the Contractor, as determined by the HCDA in its sole discretion, 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. 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 City 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. 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;
- F. Direct inquiries from the public, media, or elected officials about the Project to the HCDA for a response;

- G. Ensure certain built infrastructure will be dedicated or conveyed to the City 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 infrastructure improvements to the designated parties. This may require, but is not limited to: land survey; title and deed documentation; deficiency reports; traffic analysis reports; and other documentation required by the City or public utility companies; and
- H. Maintain an office and project staff to fulfill all requirements of the design-build project delivery method and deliverables listed herein, in the State, preferably on the Island of O‘ahu, at the time of and during the contract period in order to facilitate efficient communication and project delivery. This includes the Contractor’s team of subcontractors (see Section 3.3 Subcontractors below). 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 responsible for confirming and verifying all required licensing pursuant to the laws of the State of Hawai‘i 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 identified 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 by the laws of the State 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 for good cause. 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 submitting its Proposal.

A. Experience: The Offeror, its team of subcontractors, and subject matter experts (see Section 3.3 Subcontractors above) 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; electrical infrastructure design or engineering; taxation laws; urban planning; historic and cultural preservation; the laws, ordinances, and rules of the State and the City; 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.

B. Evidence of Applicable Licenses: The Offeror must hold a valid “A” General Engineering contractor’s license in the State of Hawai‘i pursuant to Chapter 444, HAR, or hold the required licensing pursuant to the laws of the State of Hawai‘i. All subcontractors, and subconsultant teams shall also hold the required licensing classification pursuant to the laws of the State. Offeror’s shall provide proof of the required licensing with its submission. Failure of an Offeror to submit proof of required licenses shall be deemed non-responsible and the Offeror’s submission 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 effectively and in the best interest of the HCDA. Qualifications content listed in the section below shall be submitted via the OneDrive link provided to Offerors who submit a Notice of Intent to Submit a Proposal by the designated deadline listed in the Procurement Schedule in Section 1.4 of this RFP. Failure to

provide and fully complete the following content items may preclude the Offeror from being selected for this RFP.

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.

**3.5.1 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.** Offerors are requested to submit all copies of completed plans, reports, or other documents prepared for the qualifications in digital format only. PDF file format is acceptable.

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 the 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. Up to five (5) sample projects which demonstrate Offeror's, or subconsultant's experience and capability to perform the services in this RFP, using the design-build project delivery method. A narrative should summarize each project, with the following information: client, name of project, location, scope of services provided, contract or fee amount, year work performed or completed, purpose of the project, deliverables completed, project outcomes, and lessons learned. Indicate whether the projects were completed within the original contract period and budget. If not, provide a brief explanation. The sample projects should demonstrate the ability to complete projects of similar scope and services that meet State or City standards.
4. Up to five (5) examples of successful project optimizations, VE, or innovative use of the design-build project delivery method on past completed work.

**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 shall be disqualified. Refer to Section 3.4.

### **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, sexual orientation, age, gender, 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 O'ahu; Hawai'i-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 as follows:

**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 to 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 of key personnel. **(Total 5 Points)**
- b. Past performance on design-build projects of similar scope and deliverables. **(Total 5 Points)**
- c. Capacity and capability to accomplish the work in the proposed contract budget and timeline. **(Total 5 Points)**
- d. Experience conducting similar planning and community outreach efforts on the Island of O‘ahu. **(Total 5 Points)**
- e. Experience and capability to construct large electrical infrastructure projects that meet State and City standards. **(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

A Proposal 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-TOD-23-01.
- 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 work 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 and post-contract deliverables 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 2.6, of this RFP, with roles and responsibilities of each subconsultant and key personnel to accomplish the Work in this RFP;
  - 4. Any statements of approach to illustrate the Offeror's understanding of the requirements, methods, initiatives, and deliverables of this RFP;
  - 5. Staffing and facilities available to effectively deliver the design and construction of large electrical infrastructure projects on the Island of O'ahu; and

6. 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 2.6 in this RFP and key objectives of the Project, which may include: acquiring building permits, public utility service agreements; construction mobilization period; 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 may use references to previously completed infrastructure work or similar deliverables.

- G. **Offeror 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 Offeror Form, 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 1.4 Procurement Schedule. Offerors should not fill out and submit 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 Hawai'i General Excise Tax). Fee proposals may be adjusted per applicable procurement preferences, as listed below:
- a. **Chapter 103-55.6, HRS, Public Works Construction, 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.

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. **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.

M. **Proof of 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 where indicated and submit proof of insurance with its Proposal.

Failure to address each requirement may result in the Proposal being deemed incomplete and non-responsive. 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 responsive 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 Proposal, responding to notices or requests, making Priority-Listed Offeror presentations (see also Section 5.3 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 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 O'ahu; Hawai'i-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 below, 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:

$$\begin{array}{rccccccc} & 4 & & \times & & 2 & & = & & 8 \\ \hline & \text{(Evaluation Score)} & & & & \text{(Escalating Factor)} & & & & \text{(Total Possible Score)} \end{array}$$

(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 (30) 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 Proposal, 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 the design and construction of electrical infrastructure and the ability to acquire necessary permitting and entitlements for the installation of government lead infrastructure initiatives, preferably on the Island of O’ahu. **(10 points)**
- b. Project team 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 initiatives, herein deliverables, and construction of electrical infrastructure in the State, preferably on the Island of O’ahu. **(10 points)**
- c. Demonstrate the ability to optimize the design and installation of infrastructure to facilitate efficient, cost effective, and value-added solutions for government lead infrastructure initiatives. **(10 points)**

**5.2.2 Proposal Criteria 2: Experience and Capabilities of the Design-Builder (Total 40 points)**

- a. Relevant experience and qualifications of key personnel related to design-build contracts of similar scopes of work herein this RFP. **(10 points)**
- b. Demonstrated experience and capability of Offeror and or subconsultants in working with the State, City, and federal agencies on projects of similar scope

and requirements herein this RFP. Offerors may reference projects in other counties or states. **(5 points)**

- c. Work experience in the Project Area or Urban Honolulu with similar types of electrical infrastructure development or improvement projects, services, or deliverables similar to this RFP. **(10 points)**
- d. Demonstrate that key personnel or subconsultants have extensive experience with similar community outreach services required in this RFP. It is preferred that those personnel be based on the Island of O‘ahu. **(5 points)**
- e. Staffing capacity, facilities, and resources to complete the Contract scope of services and deliverables within the projected budget ceiling (see Section 2.4) and contract term (see Section 2.7). **(10 points)**

**5.2.3 Proposal Criteria 3: Past Performance on Projects of Similar Scope of Work and Deliverables (Total 30 points) + (10 bonus points)**

- a. Demonstrated comprehensiveness, caliber, and quality of work samples submitted for projects of similar 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 VE: 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 VE. 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

$$\frac{\$98 \times 10}{\$150} = 7$$

[Lowest Proposal Price]		[Maximum Points]		[Higher Proposal Price]		[Possible Points]
'Offeror A'				'Offeror B'		'Offeror B'

(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 cost analysis techniques, or in its sole discretion, to determine the reasonableness of the Offeror’s fee proposal. A score of five (5) points shall be given to the fee proposal that demonstrates the most reasonable allocation of fees to each item in the fee proposal. The next most reasonable fee proposal shall receive a score of three (3) points. The least reasonable fee proposal shall receive a score of one (1) point. An Offeror may receive a score of zero (0) points if the fee proposal is incomplete. **(5 Points)**

### 5.3 DISCUSSION WITH PRIORITY-LISTED OFFERORS

The HCDA shall schedule a single separate 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 1.4 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, introduce key members of the Offeror’s team to the HCDA, and allow priority-listed Offeror’s the opportunity to ask the HCDA to clarify any RFP requirements. All priority-listed Offerors will be given an 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 sole 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**

Offerors shall submit their best and final offer, if applicable, by the date and time specified in Section 1.4 Procurement Schedule. 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.

A priority-listed Offeror may choose to amend their previously submitted Fee Proposal based on the discussion with the HCDA as referred to in Section 5.3 of this RFP, or for any other reason permitted under the governing laws and regulations of this RFP (See Section 1.11 of this RFP). If any of the priority-listed Offerors submit a best and final offer that amends their previously submitted Fee Proposal, the evaluation committee will recalculate the scores of Evaluation Criteria 4, in Section 5.2. This recalculation of scores may affect the final selection of this RFP. Refer to Section 5.5, Final Selection, of this RFP.

#### **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 NOA. 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 Hawai‘i Revised Statutes HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawai‘i 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 Hawai‘i Compliance Express (HCE).

**Vendor Compliance - Hawai‘i Compliance Express.** Vendors may use 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 Hawai'i 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 Hawai'i 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: <http://labor.hawaii.gov/forms/>.

**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 Hawai'i 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 1.4 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 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 for 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 at the time of the execution of the contract, the Contractor's award shall be canceled, and award of the contract shall be made to the Priority-Listed Offeror with the next highest scored Proposal.

## **6.5 CAMPAIGN CONTRIBUTIONS BY STATE AND CITY CONTRACTORS**

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

## **6.6 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.

## **6.7 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.

## **6.8 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  
Hawai'i Community Development Authority  
547 Queen Street  
Honolulu, HI 96813

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

## **6.9 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:**

\$24,000,000 Aggregate

**Worker's Compensation:**

Coverage A: As required by Hawai'i 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 Hawai'i Community Development Authority, 547 Queen Street, Honolulu, Hawai'i 96813."
2. "The State of Hawai'i and Hawai'i 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 Hawai'i Community Development Authority/State of Hawai'i."
3. "It is agreed that any insurance maintained by the State of Hawai'i 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 Hawai'i 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 or under law 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.

## **6.10 TAX LIABILITY AND CITY SURCHARGE**

Offeror shall submit its current Federal I.D. No. and Hawai'i General Excise Tax License I.D. number in the space provided on Offeror Form, Attachment 4, 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% Hawai'i general excise tax ("GET") imposed by Chapter 237,

HRS, and, where applicable, to tangible property imported into the State of Hawai‘i for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.

**6.11 FEDERAL I.D. NO. AND HAWAI‘I GENERAL EXCISE TAX LICENSE I.D.**

Offeror shall submit its current Federal I.D. No. and Hawai‘i General Excise Tax License I.D. number in the space provided on Offeror Form, Attachment 4, 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.

**6.12 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.

**6.13 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 1.5, 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 SIGNAGE**

The Contractor shall furnish, erect, and subsequently remove project signage to identify the Project as specified by the HCDA. Signage shall be erected at the location(s) 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 signage shall be paid for under the appropriate item in its 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 the location and 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 (“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 of Electrical Infrastructure Improvements in Iwilei and Kapālama, O‘ahu, Hawai‘i.
- 1.77 CONSTRUCTION MANAGER – Any employee of the Hawai‘i 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 . All design professional services furnished by the Offeror shall comply with the required licensing pursuant to the laws of the State. 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 Hawai‘i 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 and release of funds, with prior 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.

Contractor’s work product includes but are not limited to: sketches; designs; diagrams; models; renderings; drawings; specifications; illustrations; tests and test results; photographs; videos; surveys; and reports.

### **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 **Ten Thousand Dollars (\$10,000.00)** 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 also be cancelled at the convenience of the HCDA if sufficient funds are not appropriated, received, or otherwise made available to support the continuation of the contract in any fiscal period.

## **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, HRS, 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, Hawai'i 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.

**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 – OFFEROR FORM
- 5 – OFFEROR REFERENCE FORM
- 6 – OFFEROR FEE PROPOSAL
- 7 – 2008 HCDA GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
- 8 – 2018 REVISED, STRATEGIC PLAN FOR TOD, OPSD, HHFDC
- 9 – 2023 INFRASTRUCTURE IMPROVEMENT MASTER PLAN FOR IWILEI AREA, HHFDC
- 10 – 2018 PUBLIC UTILITIES COMMISSION, DOCKET NO. 2018-0185
- 11 – 2022 EISPN, IWILEI INFRASTRUCTURE IMPROVEMENT MASTER PLAN, HHFDC
- 12 – 2018 FEIS, MAYOR WRIGHT HOMES REDEVELOPMENT, HPHA
- 13 – 2014 FEIS, KAPĀLAMA CONTAINER TERMINAL AND TENANT RELOCATION, HDOT
- 14 – 2015 PROGRAMATIC EHE/EHMP DOCUMENT IWILEI DISTRICT, HDOH

### **EXHIBITS**

- A – INFRASTRUCTURE IMPROVEMENT MASTER PLAN AREA
- B – MAJOR LANDOWNERS
- C – PROPOSED ELECTRICAL IMPROVEMENTS
- D – PROPOSED UNDERGROUND ELECTRICAL ROUTING

**END OF SECTION NINE**