

State of Hawaii Department of Land and Natural Resources

REQUEST FOR PROPOSALS

**JOB NO. D00NH68A
WEST HAWAII BASEYARD NEW OPERATIONS BUILDING,
WAIMEA, HAWAII**

**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

PROPOSALS SHALL BE SUBMITTED TO THE DEPARTMENT OF LAND AND NATURAL RESOURCES ON THE SPECIFIED DATE AND TIME THROUGH THE HAWAII STATE E-PROCUREMENT SYSTEM (HiePRO). HiePRO IS ACCESSIBLE THROUGH THE STATE PROCUREMENT OFFICE WEBSITE AT WWW.SPO.HAWAII.GOV. QUESTIONS RELATING TO THIS SOLICITATION MAY BE SUBMITTED THROUGH THE SOLICITATION ON HiePRO AND/OR TO BRANDON KIM BY E-MAIL AT BRANDON.J.KIM@HAWAII.GOV.

Approved:

DAVID G. SMITH
Administrator
Division of Forestry & Wildlife

Approved:

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

May 2023

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SECTION 1
INTRODUCTION AND SOLICITATION INFORMATION

1.1 INTRODUCTION

The State of Hawaii, Department of Land and Natural Resources (DLNR) is requesting proposals for qualified contractors to construct a new fully functional operations building with utilities and driveway access as described in this Request for Proposals (RFP) scope of work and obtain all required approvals and permits needed for construction of the project. Any award will result in a contract for this scope of work for use by the DLNR. The approach to this contract is to structure a framework that will support a successful partnership between DLNR and the Offeror that will enable the completion of the Project within cost, on schedule, and to acceptable levels of quality and performance. DLNR has, to the greatest degree practicable, stated its requirements on a performance basis, thus allowing and expecting the Offeror to determine, using standard commercial best practices, what design solutions are appropriate. The Offeror is expected to aggressively seek out innovative solutions to maximize budget and performance in response to these performance-based requirements.

1.2 REQUEST FOR PROPOSALS (RFP) SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	May 26, 2023
Pre-Offer Conference and Site Visit	June 8, 2023, 11 A.M.
Due date to Submit Questions	June 15, 2023, 4 P.M.
State's Response to Questions	June 22, 2023, 4 P.M.
Proposals Due date/time (submitted on HlePRO solicitation)	July 13, 2023, 2 P.M.
Proposal Evaluations	July 13 – 20, 2023
Discussion with Priority Listed Offerors (if necessary)	July 20 – 25, 2023
Best and Final Offer (if necessary)	July 28, 2023
Notice of Award (approximate)	August 4, 2023
Contract Start Date (approximate)	October 2, 2023

1.3 PRE-OFFER CONFERENCE AND SITE VISIT

The purpose of the pre-offer conference and site visit is to provide Offerors an opportunity to be briefed on this procurement and to see the project site. The pre-offer conference and site visit is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-offer conference does not change any part of this RFP. Any questions or discussions at the pre-offer conference and site visit are not official and all questions shall be submitted through the HlePRO solicitation or emailed to the contract person listed in Section 1.5. All changes and/or clarifications to this RFP will be done in the form of an addendum.

The pre-offer conference will be held as follows:

Date: June 8, 2023
Time: 11 A.M.
Location: DLNR, Division of Forestry and Wildlife (DOFAW)
Waimea Baseyard
66-1220A Lalamilo Road, Kamuela, HI 96743
See location on the Detailed Site Plan in Exhibit 1

1.4 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted via HlePRO or via email to the contact person in Section 1.5, by the due date specified in Section 1.2, RFP Schedule and Significant Dates, as amended.

DLNR will respond to questions through Addenda/Amendments by the date specified in Section 1.2, RFP Schedule and Significant Dates and the HlePRO solicitation, as amended.

1.5 CONTACT PERSON

For further information on this RFP, please contact:
Brandon Kim, Project Engineer
Phone: (808) 587-0248
email: brandon.j.kim@hawaii.gov

1.6 ESTIMATED PROJECT COST

The estimated project cost is between \$2,000,000 and \$2,500,000.

1.7 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to DLNR, when it is determined to be in the best interest of DLNR.

1.8 OVERVIEW OF THE RFP PROCESS

Refer to Section 6, Attachment 2.

SECTION 2
BACKGROUND, SCOPE OF WORK, AND RESPONSIBILITIES

2.1 PROJECT LOCATION AND OBJECTIVE

The project site is located at the DOFAW Waimea Baseyard at 66-1220A Lalamilo Road, Kamuela, HI 96743, Hawaii Island, Tax Map Key (3) 6-6-005-001. The objective of this project is to construct a new operations building with all utility connections and access driveways to be fully functional as described in the scope of work section. The Offeror must obtain all State and County of Hawaii approvals and permits prior to the start of construction.

2.2 SCOPE OF WORK

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

The project is located at the DLNR DOFAW Waimea Baseyard, in Waimea on Hawaii Island, Tax Map Key (3) 6-6-005-001. The work site is shown in Exhibits 1 and 2. The scope of work consists of three construction tasks:

1. Construct a new operations building.
2. Site work for the new operations building including utilities, paved access areas and other required work.
3. Photovoltaic System for the new operations building.

A more detailed project description and scope of work is described further on in this document. The DLNR is seeking a qualified Offeror to successfully implement the listed tasks.

The work shall include but not necessarily be limited to the following:

2.2.1 New Operations Building

- 2.2.1.1 Construct a new fully functional operations building at the location shown in Section 6, Exhibit 1 and 2. The new operations building shall have a similar layout and size to the existing operations building adjacent to the site. The front of the building shall be shielded from the prevailing trade winds from the northeast direction. The floor plan layout of the new operations building could be similar and a mirror image of the existing operations building. The reference plans of the existing operations building are available for download on the HIePRO solicitation.
- 2.2.1.2 The new operations building shall have a mezzanine level similar to the existing operations building.
- 2.2.1.3 There shall be restrooms/locker rooms with a shower for men and women with two (2) toilets stalls and two (2) showers for each restroom. Hot water shall be provided in each restroom.

- 2.2.1.4 There shall be a breakroom with electrical outlets for an electric stove and refrigerator/freezer, a sink area with hot water, cabinet storage space, and adequate countertop space.
- 2.2.1.5 There shall be a space and electrical connection for a walk-in storage refrigerator.
- 2.2.1.6 There shall be an outside covered area for commercial washer and dryer next to a stainless-steel sink with adequate electrical outlets.
- 2.2.1.7 Install two level 2 and/or level 3 high-capacity charging stations with charging outlets located on the outside of the building or under the mezzanine area with designated parking stalls.
- 2.2.1.8 Install fire protection for the new operations building per Hawaii County Building Code.
- 2.2.1.9 Prefer three tall roll-up doors for vehicle access in and out of the operations building. Roll-up door dimensions shall be at least 14 feet tall by 16 feet wide.
- 2.2.1.10 Provide at least one room approximately 350 square feet that could be used for meetings or office space.
- 2.2.1.11 The construction of the new operations building shall be as energy efficient as possible with good use of natural lighting, natural air flow, energy efficient lighting, and other energy saving features.

2.2.2 Site Work

- 2.2.2.1 Construct paved areas to provide access from existing driveways to the new operations building as shown in Section 6, Exhibit 2. This is a proposed layout option for the paved areas and a more specific layout shall be provided in the Offeror's proposal. Provide enough area for adequate turning radius for large vehicles and equipment.
- 2.2.2.2 Provide a vehicle washdown area next to the new operations building with a high-capacity water hose. The water shall be connected to the existing agriculture waterline. The runoff from the washdown area shall be contained and treated before draining into the drywell.
- 2.2.2.3 Provide a potable water connection to the new operations building. The potable water connection will supply water to all water fixtures within the new operations building. Potable water connection shall meet current County of Hawaii Department of Water Supply standards.
- 2.2.2.4 Provide a connection from the existing agricultural waterline to the new warehouse building.
- 2.2.2.5 Install a new Individual Wastewater System (IWS) to service the new operations building. Obtain all approvals and permits needed for the new IWS.

- 2.2.2.6 Provide electrical connection from HECO utility pole to new operations building.
- 2.2.2.7 Install drainage system to contain all runoff from the new operations building and the paved areas.
- 2.2.2.8 Install a concrete pad next to the new operations building for a vehicle lift station (to be in the future) with 220-volt electrical outlets.

2.2.3 Photovoltaic System for New Operations Building

- 2.2.3.1 Install a new photovoltaic (PV) system for the new operations building. The PV system shall provide between 50% to 100% of the building's electricity.

2.3 OFFEROR RESPONSIBILITIES

- 2.3.1 The Offeror shall provide construction plans and material specifications for the scope of work outlined in this RFP for DLNR review prior to the start of construction.
- 2.3.2 The Offeror shall fulfill all federal, state, and county approvals and permitting requirements for the scope of work outlined in this RFP, including but not limited to Hawaii County Building Permit, Hawaii County Grading Permit, Disability Communication Access Board (DCAB), Department of Health IWS approval, U.S. Department of Transportation Federal Aviation Administration Form 7460 approval, etc.
- 2.3.3 The Offeror shall obtain and complete all approvals, permitting, and coordination before starting construction activities.
- 2.3.4 There is a possibility that asbestos containing pipes may be discovered during the construction of this project. If any asbestos containing pipe is found and disturbed during construction, the Offeror shall properly handle, remove, and/or dispose of it in accordance with applicable State regulations. See Attachment 5 for more information on asbestos requirements.
- 2.3.5. The Offeror shall coordinate all construction activities with DOFAW Waimea Baseyard personnel prior and during construction.
- 2.3.6. The Offeror shall meet the Federal requirements of the Build America, Buy America Act. More information on the Build America, Buy America Act is in Attachment 6. A copy of the Build America, Buy America Act is available for download from the HlePRO solicitation.

2.4 DLNR RESPONSIBILITIES

- 2.4.1 DLNR has prepared and submitted to the State Historic Preservation Division (SHPD) project documentation to satisfy Hawaii Revised Statutes (HRS) Chapter 6E, Historic Preservation and completed the required consultation to satisfy Section 106 of the National Historic Preservation Act.

2.4.2 DLNR has documentations to satisfy HRS Chapter 343 Environmental Impact Statements. DLNR has exempted the project from preparing an environmental impact statement and environmental assessment. A copy of the exemption notice is in Section 6, Attachment 4. The Federal funding agency has also issued a Categorical Exemption for this project to satisfy the requirements of the National Environmental Policy Act.

2.5 TERM OF CONTRACT

The contract shall be for a period of three hundred sixty-five (365) calendar days after the Notice Proceed is issued.

Unless terminated, the Offeror and DLNR may extend the term of the contract period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Offeror for the extended period shall remain the same or as described in the offer.

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

SECTION 3
PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL CONTENT

3.1.1 COVER LETTER

A cover letter with the Offeror's proposal shall be signed in ink by an official authorized to bind the Offeror and shall constitute a firm offer for at least ninety (90) calendar days after the date of the deadline for receiving proposals set forth herein. If necessary, the period in which the offer shall remain firm may be extended by written agreement between the DLNR and the Offeror concerned.

3.1.2 OFFER FORMS

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.

Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (Section 6, Attachment 1). Failure to do so may delay proper execution of the Contract.

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

Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (Section 6, Attachment 1). The price shall be the all-inclusive cost, including the GET, to DLNR. No other costs will be honored. Any unit prices shall be inclusive.

3.1.3 BACKGROUND, EXPERIENCE, AND QUALIFICATIONS

3.1.3.1 The Offeror shall provide the following background and experience information:

- The Offeror's full and legal name, address, contact person, and contact information,
- List of the companies partnered in the Offeror's group with their primary role and major areas of responsibilities for the project,
- A brief history and background of each company within the Offeror's group,
- A list of relevant project experience for each company, including client references with contact information, scope of work and contract amount for each project.

3.1.3.2 The Offeror shall have a license engineer(s) and architect(s), license in the State of Hawaii, on staff or part of the team to endorse all permit

plans. The Offeror shall list all engineers and architects with their specific license on the team.

3.1.3.3 The Offeror shall possess a valid State Contractor's license, classification "A" and/or "B". Subcontractors shall have a valid State Contractor's license for their specified work. The Offeror shall list all contractors with their specific license(s) on the team.

3.1.4 PROJECT APPROACH, DESIGN, AND CONSTRUCTION METHODOLOGY

The Offeror shall include a detailed explanation of the Offeror's methodology to be employed in successfully achieving the scope of work objectives. The Offeror's methodology to achieve the scope of work shall be described in sufficient detail to permit objective evaluation of the proposal.

The Offeror shall clearly and comprehensively describe the tasks to be completed in chronological order to demonstrate the Offeror's understanding of the steps and tasks involved in completing the project. The Offeror shall describe:

- Work Plan with major project tasks and subtasks to be completed during permitting, approvals, and construction,
- Personnel resource that is primarily responsible to complete each task,
- Environmental Best Management Practices and Safety Measures taken during construction.
- A list of permits needed for the project prior to construction,
- A list of reviews and approvals needed for the project prior to construction,
- Project deliverables during permitting, approvals, and construction to be provided by the Offeror for review by DLNR,
- Materials List with brand names and specifications of materials and products that will be used and installed for the project.

3.1.5 PROPOSAL COST

The project cost shall be submitted as shown on the Offer Form page OF-2 in Section 6 Attachment 1.

3.1.6. PROJECT SCHEDULE

The project schedule shall include the estimated duration in calendar days of the entire project with project milestones identified and listed in chronological order with estimated duration in calendar days for completing each milestone.

3.1.7 EXCEPTIONS

Should the Offeror take any exception to the term, conditions, specifications, or other requirements listed in the RFP, the Offeror shall list such exceptions in this section of the Offeror's proposal. The Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. DLNR reserves the right to accept or not accept any exceptions.

3.1.8 BID SECURITY

Pursuant to HRS §103D-323, a bid security is required and shall be in an amount equal to at least five percent (5%) of the amount of the offer.

3.2 PROPOSAL OBJECTIVES

- 3.2.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.2.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.2.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.2.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2, Background, Scope of Work, and Responsibilities.
- 3.2.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

- 3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current percentage rate for Oahu. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 SUBMITTAL OF PROPOALS

Proposals shall be submitted through the HleRPO website by the date and time specified in HlePRO solicitation and in Section 1.2, or as amended.

3.8 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.8.1 The Offeror may modify or withdraw a proposal before the proposal due date and time on the HlePRO solicitation.
- 3.8.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers on the HlePRO solicitation.

3.9 MISTAKES IN PROPOSALS

- 3.9.1 Mistakes shall not be corrected after award of contract.
- 3.9.2 When DLNR knows or has reason to conclude before award that a mistake has been made, DLNR can request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.9.3 Once discussions have commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.9.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

- 3.9.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, DLNR may waive such irregularities or allow an Offeror to correct them if either is in the best interest of DLNR. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.10 BEST AND FINAL OFFER (BAFO)

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

SECTION 4

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to DLNR based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

- 1) Cost of services (30)
- 2) Previous experience, capability and proficiency in similar work as described in the Scope of Work (15)
 - a. Examples of prior work demonstrating creative design solutions and high-quality construction work
 - b. Reference and client listings
- 3) Knowledge and proficiency of proposed project team members (15)
- 4) Project Proposal and Work Plan (40)
 - a. Permitting and approvals needed prior to construction,
 - b. Proposed building, site layout, and building PV System,
 - c. Specifications of materials and methods,
 - d. Construction Methodology,
 - e. Timeline,
 - f. Expected Results,
 - g. Possible Shortfalls.

SECTION 5
CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

An evaluation committee of at least two (2) qualified DLNR employees and one (1) consultant selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

DLNR may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. DLNR in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. DLNR may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to DLNR based on the evaluation criteria set forth in the RFP. The notice of award will be posted on the HlePRO solicitation.

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State of Hawaii to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State of Hawaii procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

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

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to:

Dawn N.S. Chang, Chairperson
Attn: Carty S. Chang, Chief Engineer
Department of Land and Natural Resources
1151 Punchbowl Street, Room 221
Honolulu, Hawaii 96813

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

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

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

The contract execution shall follow the DLNR Interim General Conditions, the Special Provisions in Section 6, Attachment 3, and AG-008 103D General Conditions attached to the HlePRO solicitation.

5.11 INSURANCE REQUIREMENTS

The contract insurance requirements shall follow the Special Provisions in Section 6, Attachment 3.

5.12 REQUIREMENTS FOR PERFORMANCE AND PAYMENT BONDS

Pursuant to HAR §3-122-224, before any contract is executed, the awarded Offeror shall provide a performance and payment bonds to DLNR. The performance and payment bonds shall each be in the penal sum of not less than the amount of the contract awarded, as provided in sub-section 3.6 of the DLNR Interim General Conditions.

5.13 PAYMENT

Payment for this contract shall follow the DLNR Interim General Conditions and the Special Provisions in Section 6, Attachment 3.

SECTION 6
EXHIBITS AND ATTACHMENTS

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**EXHIBIT 1
SITE MAP**



LALAMILO FARM ROAD

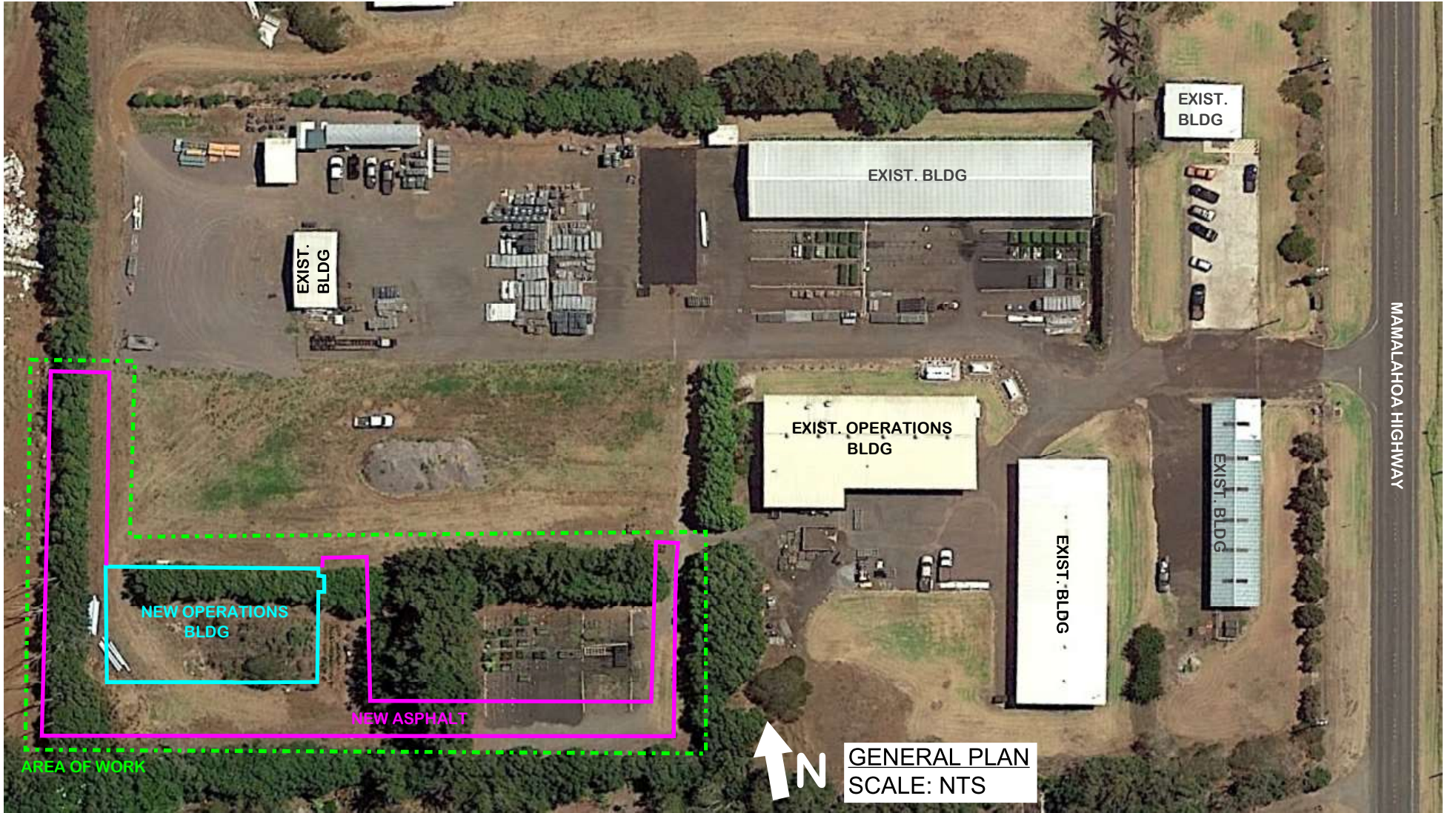
SITE

MAMALAHOA HIGHWAY



SITE MAP
SCALE: NTS

**EXHIBIT 2
SITE PLANS**



EXIST. BLDG

EXIST. BLDG

EXIST. BLDG

EXIST. OPERATIONS BLDG

EXIST. BLDG

EXIST. BLDG

NEW OPERATIONS BLDG

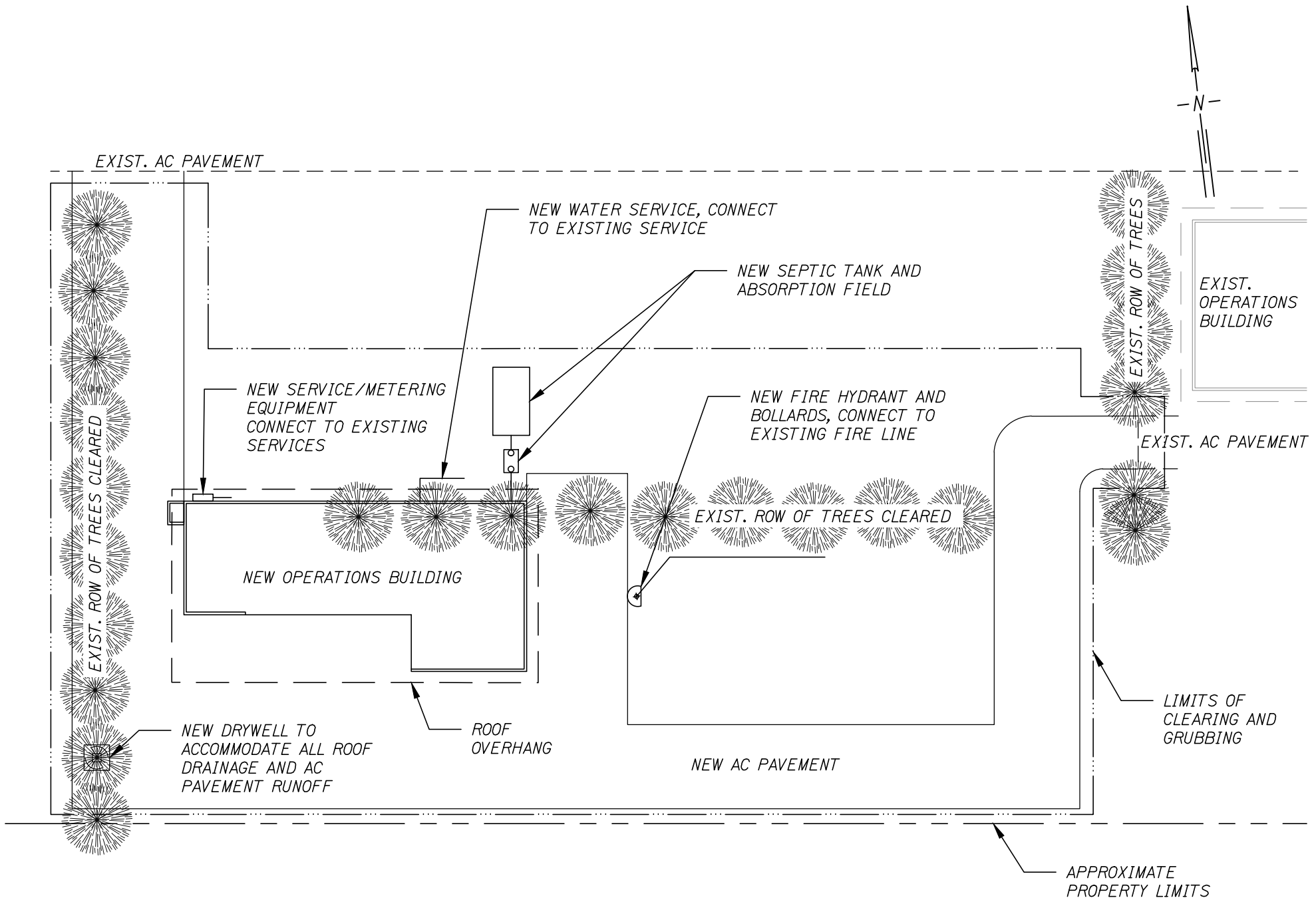
NEW ASPHALT



GENERAL PLAN
SCALE: NTS

MAMALAHOA HIGHWAY

AREA OF WORK



SITE PLAN
SCALE: NTS

**EXHIBIT 3
SITE PICTURES**



Figure 1: Paved entrance to existing Operations building



Figure 2: Front of the existing Operations building



Figure 3: East side of the existing Operations building



Figure 4: Covered exterior area of the existing Operations building



Figure 5: Western side of the existing Operations building



Figure 6: Eastern side of the existing Operations building



Figure 7: Location of new Operations building



Figure 8: Location of new Operations building

**ATTACHMENT 1
OFFER FORMS**

**OFFER FORM
OF-1**

JOB NO. D00NH68A
WEST HAWAII BASEYARD NEW OPERATIONS BUILDING
WAIMEA, HAWAII

Dawn N.S. Chang, Chairperson
Department of Land and Natural Resources
1151 Punchbowl Street
Honolulu, Hawaii 96813

Dear Ms. Chang:

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

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

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

**OFFER FORM
OF-2**

Total contract cost for accomplishing the development and delivery of the services.

1. Permitting and Approvals	\$ _____
2. New Operations Building	\$ _____
3. Site Work	\$ _____
4. New PV System	\$ _____
Total Project Cost	\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

**ATTACHMENT 2
OVERVIEW OF THE RFP PROCESS**

OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP solicitation on the State of Hawaii eProcurement system (HlePRO). Questions during the solicitation will be received through HlePRO and email to the contact person. Formal responses to any written questions or inquiries regarding the RFP received through HlePRO will be posted on HlePRO. Also, all formal responses to all questions or inquiries will be posted in an Addendum. Changes to the RFP will be made only by Addendum in HlePRO.
3. Proposals shall be received on HlePRO. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of DLNR and may be returned only at the DLNR's option.

4. The evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section 4, Evaluation Criteria.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.2, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 4, Evaluation Criteria, the evaluation committee will make its recommendation. DLNR will award the contract to the Offeror whose proposal is determined to be the most advantageous to DLNR taking into consideration price and the evaluation factors set forth in Section 4, Evaluation Criteria.
10. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and DLNR agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
11. The evaluation committee reserves the right to determine what is in the best interest of DLNR for purposes of reviewing and evaluating proposals submitted in response to the RFP. The evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
12. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the DLNR.

**ATTACHMENT 3
SPECIAL PROVISIONS**

SPECIAL PROVISIONS

Amend INTERIM GENERAL CONDITIONS, dated October 1994, as follows:

Section 1 – Definitions

AMEND the definition of “Bidder” with the following:

Bidder or Offeror: Any individual, partnership, firm, corporation, joint venture, design-build entity, or other legal entity submitting, directly or through a duly authorized representative or agent, a proposal for the work contemplated.

Section 2 – Proposal Requirements and Conditions

1. AMEND Section 2.1 Qualification of Bidder with the following:

Written Notice of Intent to Bid or Offer: A written Notice of Intent to Bid is not required for the Solicitation.

Standard Qualification Questionnaire: Bidders may be required to complete a standard qualifications questionnaire. When requested, the information shall be furnished within two working days or longer at the discretion of the Engineer. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.

Hawaii Business or Compliant Non-Hawaii Business Requirement: Bidders shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR. A certified letter is not required prior to bid opening.

Compliance with §3-122-112 HAR: As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. Tax Clearance (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “Certificate of Compliance”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a

certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor compliance” indicating that bidder’s status is compliant with requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

2. **ADD** Section 2.4a, Pre-Bid Conferences

Required Pre-bid Conferences: For construction and design-build projects with an estimated value of \$500,000 or more and solicited under the competitive sealed bid method (103D-302 HRS); and for construction and design-build projects with an estimated value of \$100,000 or more and solicited under the competitive sealed proposal method (103D-303 HRS); a pre-bid conference is required.

Other Pre-Bid Conferences: The Department may require a pre-bid conference for construction or design-build projects that are below the dollar threshold listed in above or when projects have special or unusual requirements.

Other Conditions: The Department may require the prospective Bidders to make a physical inspection of the project site and make attendance at the pre-bid conference a condition for submitting an offer.

Nothing stated at the pre-bid conference shall change the solicitation unless a change is made by written addendum.

3. **DELETE** Section 2.5, Addenda and Interpretations, in its entirety and replace with the following:

“Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated using the question and answer section on the HiePRO solicitation for interpretation and must be received in the time frame set in the HiePRO solicitation. Any interpretation, if made and any supplemental instructions will be in the form of written addenda to the plans and specifications and made available prior to the offer due date. It shall be the prospective bidder’s sole responsibility to verify and obtain any said addenda. Failure of any bidder to receive any such

addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.”

Section 3 – Award and Execution of Contract

1. **AMEND** Section 3.3, Award of Contract, by deleting “sixty (60)” and replacing with “ninety (90)” in the first paragraph.

2. **AMEND** Section 3.3, Award of Contract, by adding the following after the first paragraph:

“If the contract is not awarded within the ninety (90) days, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.”

3. **AMEND** Section 3.9, Notice to Proceed, by replacing the last paragraph with the following:

In the event the Notice to Proceed is not issued within three hundred and sixty-five (365) calendar days after the date of bid opening, the Contractor may submit a claim for increased labor and materials costs (but not overhead costs). The claim shall be for labor and material costs incurred after 365 days and the full duration of the contract time allowed for the performance of the work, as specified in the Request for Proposals, have elapsed. Such claims shall be accompanied with the necessary documentation to justify the claim. No payments will be made for escalation costs that are not fully justified as determined by the State.

4. **ADD** Section 3.10, Protests:

“3.10 PROTESTS—Pursuant to Section 103D-701, Hawaii Revised Statutes, an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest shall be submitting in writing to the Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813, or designee as specified in the solicitation.

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

The notice of award, if any, resulting from this solicitation shall be posted on the HiePRO website.

Section 5 – Control of Work

AMEND Section 5.8 Value Engineering Incentive by deleting “\$100,000” and replacing with “\$250,000” in the first paragraph.

Section 6 – Substitution of Materials and Equipment

ADD the following to Section 6.3 Sub-paragraph b:

4. If the substitution meets all the requirements of the specifications and plans.

Section 7 – Prosecution and Progress

1. **DELETE** Section 7.2d in its entirety and replace with the following:

“d. Proof of Insurance Coverage

A Certificate of Insurance or other documentary evidence, to the satisfaction of the Engineer, that the Contractor has in place all insurance coverage required by the contract. The Certificate of Insurance shall contain wording which identifies the Project number and Project title for which the certificate of insurance is issued. Refer to the following for insurance requirements:

1. Insurance Requirements

- (a) **Obligation of Contractor** - Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by laws of the State to issue such insurance in the State of Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the carrier has a AM Best’s Rating of “A-VII” or better.
- (b) All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.
- (c) Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. Certificates shall identify if the insurance company is a “captive” insurance company or a “Non-Admitted” carrier to the State of Hawaii. The Best’s Rating must be stated for the “Non-Admitted” carrier. Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the certificate. Should any policy be canceled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

- (d) Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.
- (e) All insurance described herein shall be primary and cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area, and all change order work.
- (f) The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required or a copy of the actual policies covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.
- (g) If the Contractor is self-insured, it shall furnish, upon the request and the satisfaction of the Engineer, any documentation to demonstrate the ability to self-insure itself. The Engineer, from time to time, can conduct an audit to determine the ability of the Contractor to be self-insured. Failure to comply with the Engineer's request will be considered a material breach of the contract, and at the discretion of the Engineer, may be sufficient grounds to terminate the contract, suspend any work or withhold future payments.
- (h) It is the responsibility of the Contractor to notify the Department of any changes to its insurance policies or if the Contractor receives a notice of cancellation of any of its insurance policies. The Contractor will immediately provide written notice to the Department should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

2. Types of Insurance - The Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by the subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- (a) **Worker's Compensation.** The Contractor and all subcontractors shall obtain worker's compensation insurance for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the

execution of this contract and as modified during the duration of the contract.

- (b) **Commercial General Liability.** The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess polices."
- (c) **Comprehensive Automobile Liability.** The Contractor shall obtain Auto Liability insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess polices.

Furthermore, the Contractor's commercial general liability insurance and automobile liability insurance shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

The Contractor's property damage liability insurance shall provide for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.

The Contractor shall either:

- i. Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractors' comprehensive general liability, automobile liability and property damage liability insurance of the type and in the same amounts specified herein; or
- ii. Insure the activities of its subcontractors in its own policy.

The Contractor will be permitted, in cooperation with insurers, to maintain a self-insured retention for up to 25% of the per occurrence combined single limits of the commercial general liability and the automobile liability policies. The existence of the self-insured retention must be noted on the certificate of insurance coverage submitted to the Department or else it will be understood that the insurer is providing first dollar coverage for all claims. For all claims within the self-insured

retention amount, the rights, duties and obligations between the Contractor and the Department shall be identical to that between a liability insurer and the Department, as an additional insured, as if there was no self-insured retention.

- (d) **Builder's Risk Insurance.** Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as additional name insured. The insurance policy shall contain the following clauses: 1) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."; and 2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contributed with, insurance provided by this policy." The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 25% of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and additional insured as if no deductible existed".

2. DELETE Section 7.16 in its entirety and replace with the following:

“RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY – The Contractor shall indemnify the State and the Department against all loss of or damage to the State's or the Department's existing property and facilities arising out of any act or omission committed in the performance of the work by the Contractor, any subcontractor or their employees and agents. Contractor shall defend, hold harmless and indemnify the Department and the State, their employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees of the State and the Department, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the work and not caused solely by the negligence of the State or the Department, their agents, officers and employees. The State or the Department may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these specifications or from any unforeseen obstructions, acts of God, vandalism, fires or

encumbrances which may be encountered in the prosecution of the work.

The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

The Contractor shall defend, indemnify and hold harmless the State and its Departments and Agencies and their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising or recovered under the Worker's Compensation Laws or any other law, by-law, ordinance, order or decree.

Section 8 – Measurement and Payment

1. **DELETE** Section 8.7a in its entirety and replace with the following:

- a. Tax Clearances from the State of Hawaii Department of Taxation and Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date indicating that all delinquent taxes levied or accrued under State Statutes against the contractor have been paid.

2. **ADD** Section 8.7d, Certificate of Compliance:

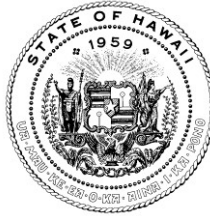
- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.
 1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

3. **ADD** Section 8.7e, Hawaii Compliance Express:

- e. In lieu of submitting the tax clearances from Taxation and IRS, and SPO Form -22, the Contractor may choose to use the Hawaii Compliance Express as described on page SP-1 of this Special Provisions.

**ATTACHMENT 4
HRS CHAPTER 343 EXEMPTION NOTICE**

DAVID Y. IGE
GOVERNOR OF
HAWAII



SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

EXEMPTION NOTICE

Regarding the preparation of an environmental assessment under the authority of
Chapter 343, HRS and Section 11-200.1-17, HAR

Project Title:	West Hawaii Baseyard Warehouse Construction Project
Project Location:	Hawaii (3) 6-6:005:001 (3) 6-6:005:002
Chapter 343 Trigger(s):	Use of State Funds and Lands
Project Description:	The main objective of this project is to install a warehouse building and utilities in support of DOFAW operations. This project may be funded by Federal sources.
Consulted Parties:	Board of Land and Natural Resources; The Nature Conservancy, DLNR Engineering Division.
Authorization:	July 9, 2021 Land Board submittal (L-1). Delegation of Authority to the Chairperson to (2) Declare a Construction Project Exempt from the Preparation of an Environmental Assessment. The General Appropriations Act of 2021, the General Improvements Act of 2019 as amended by the Supplemental Improvements Act of 2020, and other appropriations for which funds have not lapsed, authorize the expenditure of funds for the various projects; Watershed Initiative, Statewide
Exemption Class & Description:	Exemption Classes: EXEMPTION LIST FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES as approved by the Environmental Council on November 10, 2020 General Exemption Type 3: Construction and location of single new, small facilities or structures PART 2 1. Natural resource management actions that the Department declares are designed specifically to monitor, conserve, or enhance the status of native species or native species' habitats, such as fences around or to manage rare, threatened, or endangered plants. Fences

	<p>shall contain step-overs or other features that permit pedestrian access for cultural and recreational use.</p> <p>General Exemption Type 4: Minor alterations in the conditions of the land, water, or vegetation</p> <p>PART 1 7. Minor ground adjustments (e.g., grading, grubbing, cutting, clearing, or filling) that do not require grading permits.</p>
Determination:	The Board of Land and Natural Resources declares that this project will likely have minimal or no significant impact on the environment and is therefore exempt from the preparation of an environmental assessment under the above exemption classes.

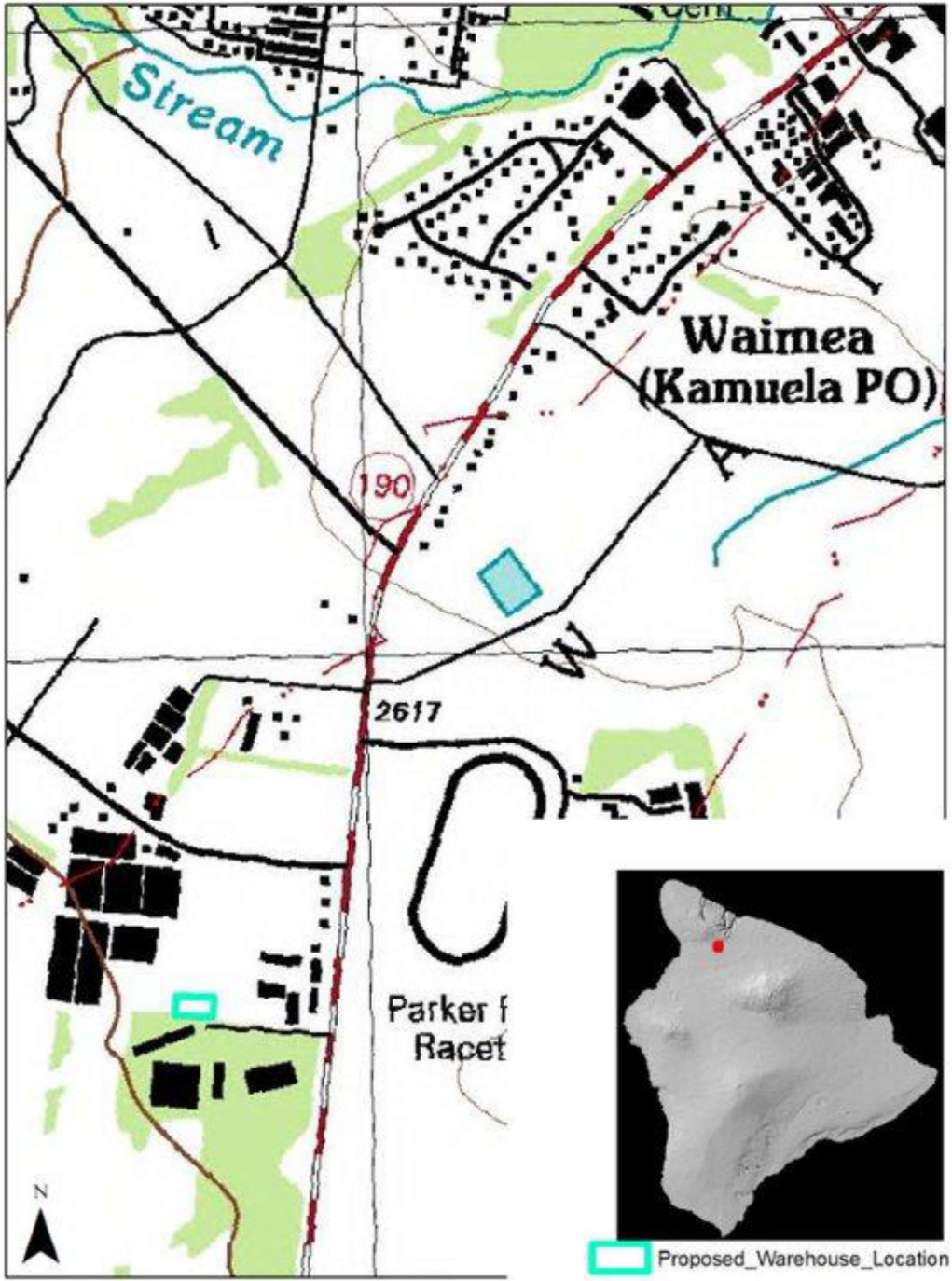
gy Suzanne D. Case

Sep 15, 2022

Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Date

Proposed West Hawaii Warehouse



0 0.05 0.1 0.2 Miles

Features approximate and subject to change. DOFAW. June 2022. 808 5874170.

Signature: 

Email: emma.yuen@hawaii.gov

Proposed West Hawaii Warehouse



0 0.0175 0.035 0.07 Miles Features approximate and subject to change. DOFAW, June 2022. 808 5874170.

**ATTACHMENT 5
ASBESTOS REQUIREMENTS**

Record of Environmental Consideration for PTA, Construct West Hawaii Baseyard Warehouse

REC No.: 4975

TSCA Comments

Potential exists for discovering undocumented asbestos transite water lines that were previously abandoned in place. Since this project requires excavation, the project needs to be prepared to remove, or work around, transite pipe if it is discovered.

All suspect asbestos-containing material (ACM) that will be disturbed (crushed, cut, drilled, broken, demolished, sawn, grinding, etc.) during the project must first be inspected to determine if asbestos is present. Perform the inspection in accordance with Hawaii Administrative Rule Ch. 11-501, and 40 CFR 61.140-156 to identify ACM within the areas.

Ensure ACM that will be disturbed during this replacement are properly removed and disposed in accordance with applicable regulations.

If the pipe must be left in the ground, ensure the inactivated pipe remains properly documented on utility drawings, GIS, CADD, etc so that it can be approximately managed in the future. This means that all work in the future that could encounter that pipe would need to be made aware (through dig permits, FEWR reviews, RECs, etc) that the pipe is there and would then need to follow asbestos and lead work procedures.

Ensure workers who disturb ACM are properly protected, trained, and certified by the State of Hawaii Department of Health (HDOH).

Handling, storing, and disposal of asbestos materials must be done in accordance with local, state, and federal laws and regulations. Submit an abatement or disposal plan that describes how the job site will be cleared from asbestos/lead hazards, and the qualifications of the staff performing the work.

Please contact a member of the TSCA team if you have any questions or concerns:

Gwen Geronimo: gwen.b.geronimo.ctr@army.mil 808-656-0619

Jacqueline Alvarez-Martinez: jacqueline.s.alvarez-martinez.civ@army.mil 808-656-3097

**ATTACHMENT 6
BUILD AMERICA, BUY AMERICA**

What Is Build America, Buy America?

When Congress passed the Bipartisan Infrastructure Law—also known as the Infrastructure Investment and Jobs Act—it not only made a once-in-a-generation investment in our nation’s infrastructure, it also created a historic opportunity to increase domestic manufacturing in communities across the country. With this game-changing law, we are rebuilding America’s roads, bridges and rails, expanding access to clean drinking water, ensuring every American has access to high-speed internet, tackling the climate crisis, advancing environmental justice, and investing in communities that have too often been left behind, all while maximizing the use of American iron and steel, manufactured goods and construction materials.

We are building a national network of 500,000 electric vehicle chargers across the country. We are making sure that every child—and every American—has clean water to drink. We are creating good-paying union jobs, helping to revitalize American manufacturing, and positioning the United States to lead the 21st century.

By requiring the use of Made in America content, the Build America, Buy America provisions in the Bipartisan Infrastructure Law will help stimulate private sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of good-paying union jobs so that America’s workers and firms can compete and lead globally for years to come.

As we’ve learned from the pandemic, America’s critical supply chains have gaps. Manufacturers will need time to find on-shore suppliers and scale up production to meet demand. Agencies have the authority to issue waivers from Build America, Buy America requirements, but will do so judiciously—only as needed—and strategically, with an aim toward ensuring that Made in America goods will be used once firms make needed investments to expand domestic production. Waivers will be limited, targeted, and, where appropriate, conditional. They will cover specific items or specific periods of time to enable agencies, recipients, and the private market to build capacity and respond to the new conditions.

Waivers will not be an *alternative* to increasing domestic production, but a *tool* to promote investment in our domestic manufacturing base, strengthen critical supply chains, and position U.S. workers and businesses to compete and lead globally in the 21st century. Unlike in the past, Build America, Buy America waivers will not foreclose American manufacturing, but send clear market signals, creating an incentive for American firms to invest in America and create good jobs in our communities.

Importantly, Build America, Buy America applies to Federal financial assistance programs for infrastructure, *whether or not those programs received funding in the Bipartisan Infrastructure Law*. These new, across-the-board domestic content requirements present an unprecedented opportunity to support good-paying construction *and* manufacturing jobs while strengthening our industrial base and promoting American innovation for years to come.

Successful Build America, Buy America implementation will create an opportunity for a “virtuous cycle” in which infrastructure investment, critical supply chain efforts, and other Biden-Harris Administration priorities, including sustainability and equity, align and support each other.



What Do Federal Financial Assistance Recipients Need to Know About Build America, Buy America?

Q. What are the requirements of Build America, Buy America?

(1) All iron and steel items used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

(3) All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Q. What Federal financial assistance awards are covered by Build America, Buy America?

Build America, Buy America provisions apply to Federal financial assistance awards (e.g., grants and loans) made after May 14, 2022 that will be used to construct, alter, maintain, or repair infrastructure in the United States. Note that these provisions are not limited to infrastructure projects funded by the Bipartisan Infrastructure Law. **Assistance recipients who have questions about whether their particular project is covered by Build America, Buy America should contact the funding agency.**

Q. Can Build America, Buy America requirements be waived?

Yes, when necessary. Agencies may waive Build America, Buy America requirements on the basis of (1) nonavailability, (2) unreasonable cost, or (3) public interest. All waivers must be in writing, published for public comment, and approved judiciously. Waivers should also be limited to specific projects or time periods, targeted to only the products necessary, and when appropriate, conditional, to maximize the use of American-made items. **Assistance recipients who have questions about waivers should contact the funding agency.**

Q. What types of infrastructure are covered by Build America, Buy America?

Infrastructure includes projects with public functions, such as roads, highways, bridges, public transportation facilities, dams, ports, harbors, railroads, freight and intermodal facilities, airports, water systems, electrical transmission facilities and systems (including structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle charging facilities), broadband infrastructure, and buildings. **Assistance recipients who have questions about whether their particular project is considered infrastructure should contact the funding agency.**

Q. When and how do I apply for a waiver?

Waivers should be used judiciously. Federal financial assistance recipients must first take proactive steps to identify qualifying Made in America articles, materials, and supplies for their projects. **Recipients who have worked diligently to identify qualifying items, but concluded a waiver may still be necessary, should contact the funding agency to learn how to apply for a waiver.**

Q. When do Build America, Buy America requirements expire?

Build America, Buy America has no expiration date. We encourage and welcome stakeholder input about how we can support recipients in the application of Build America, Buy America as we work to bolster America's manufacturing base and create good manufacturing and construction jobs in communities across the country.

Overview of Build America, Buy America Guidance

Build America, Buy America Sourcing Requirements

The following conditions apply to Federal financial assistance obligations for infrastructure made after May 14, 2022:

- for iron and steel items, all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States
- for manufactured products, the final manufacturing process must occur in the United States and the cost of components mined, produced, or manufactured in the United States must be greater than 55 percent
- for construction materials, all manufacturing processes must occur in the United States

An article, material, or supply should only be classified into one of the categories above.

Covered Federal Financial Assistance Programs and Projects¹

- Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans and loan guarantees.
- A Federal financial assistance program for infrastructure is a program in which funds are used for an infrastructure project, regardless of whether infrastructure is the primary purpose of an award. The Build America, Buy America conditions only apply to infrastructure portions of an award and apply even if Federal funds are not paying for the entire project.
- “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.
- “Infrastructure” includes roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. The generation, transportation, and distribution of energy—including electric vehicle charging facilities—are considered infrastructure. Private homes for personal use are not.
- Build America, Buy America conditions do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project. For example, Build America, Buy America conditions would apply to the funds used to construct a library, but not to funds used to buy books or furniture for the library.

Waiver Types

With the concurrence of the Made in America Office, a Federal agency may waive the application of a Buy America Preference when the agency finds that:

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¹ Some programs or projects may not be covered by Build America, Buy America due to exclusions or the operation of waivers. Assistance recipients who have questions about whether their particular project is covered by Build America, Buy America should contact the funding agency.

- one or more iron or steel items, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “**nonavailability waiver**”),
- the inclusion of one or more iron or steel items, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “**unreasonable cost waiver**”), or
- applying the domestic content procurement preference for one or more iron or steel items, manufactured products, or construction materials would be inconsistent with the public interest (a “**public interest waiver**”)—public interest waivers are the most flexible type of waiver, but, like all waivers, must be necessary and appropriately justified.

Waiver Principles

Federal agencies must be judicious in their use of waivers. They should apply the following principles when developing waiver proposals:

- **Limited:** Waivers should be project- or award-specific whenever possible, and time-limited when not limited to certain projects or awards.
- **Targeted:** Waivers should cover only the products or category of products necessary (rather than covering broad sectors such as “all manufactured products”).
- **Conditional:** Agencies should consider including conditions on the waiver, when appropriate and consistent with law, that advance the goal of Buy America policies.

Waiver Process Requirements

- Agencies must post waivers for at least 15 days for public comment
- Agencies should consult with MIAO prior to posting a waiver with broader applicability (e.g., program-level waiver) to ensure it covers no more than necessary
- Agencies must submit waivers to MIAO for review after public comment to determine if it is consistent with policy
- MIAO, working with GSA, is working to build functionality on the existing [waiver transparency website](#)
- Agencies with existing general applicability waivers that are more than five years old (unless those waivers are product-specific) must begin reviewing those waivers by November 15, 2022. In the meantime, those waivers remain in force.

Construction Materials

- Construction materials include an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; and drywall.
- The Build America, Buy America Guidance establishes a preliminary standard for construction materials, requiring the last two steps in the manufacturing process of the construction material be completed in the United States. OMB is seeking stakeholder input as it works to update this preliminary standard with a final standard, consistent with Build America, Buy America.