

Division of Aquatic Resources

REQUEST FOR PROPOSALS
No. DAR IFB 2024 03

SEALED OFFERS
FOR

Kauai Portable Modular Office

STATE OF HAWAI'I
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

April 22, 2024

ELECTRONICALLY THROUGH THE STATE OF HAWAI'I ELECTRONIC PROCUREMENT SYSTEM (HiePRO).

Laura Jackson

Laura A Jackson
DAR Procurement Officer

STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAI'I 96813

NOTICE TO OFFERORS

Specifications for Solicitation No. **DAR IFB 2024 03 Kauai Portable Modular Office** are available for download on the State of Hawaii Electronic Procurement System (HlePRO). **All offers are due through electronic submittal on HlePRO by:**

Offers are due: Date: April 22, 2024
Time: 2:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS for DAR IFB 2024 03 uploaded to HlePRO.

The award, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Laura Jackson at laura.a.jackson@hawaii.gov.

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawai'i Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DAR) is requesting proposals for a fully functional portable modular office structure to be delivered and installed at DAR's Kauai office, located at 4414-4442 Kaloloku Road, Kapaa. This solicitation is for an approximately 3,360 square feet internal modular office space and shall be outfitted as described in the attached documents. Any award will result in a contract with DAR for production and installation of the modular office structure to Kauai DAR by the delivery date.

DAR Principal Investigator: Heather Ylitalo-Ward, Kauai Aquatic Biologist,
heather.a.ylitalo-ward@hawaii.gov

1.2 CANCELLATION

This request for bid's (IFB) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	= Best and Final Offer
CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
DAR	= Division of Aquatic Resources
GC	= General Conditions, issued by the Department of the Attorney General
GP	= General Provisions
Procurement Officer	= The contracting officer for the State of Hawaii, State Procurement Office
State	= State of Hawaii

1.4 IFB SCHEDULE AND SIGNIFICANT DATES

This schedule represents the State’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 deadline” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the IFB Schedule and Significant Dates shall be reflected in and issued in an amendment. The approximate schedule is as follows:

Release of Request for Proposals	March 18, 2024
Site Inspection	April 2, 2024, 10:00am
Due Date to Submit Questions	April 8, 2024, 2:00 PM HST
State’s Response to Questions	April 15, 2024, 2:00 PM HST
Proposals Due Date/Time	April 22, 2024, 2:00 PM HST
Notice of Award	TBD
Contract Start Date	As determined by the Notice to Proceed

1.5 QUESTIONS ON IFB

The purpose is to provide Offerors an opportunity to submit written questions about the procurement. All questions shall be submitted by the due date specified in Section 1.4 *IFB Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *IFB Schedule and Significant Dates*, as amended.

SECTION TWO
BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND OBJECTIVE

The Division of Aquatic Resources (DAR) is requesting proposals for a fully functional portable modular office structure to be delivered and installed at DAR’s Kauai office, located at 4414-4442 Kaloloku Road Kapaa. This solicitation is for an approximately 3,360 square feet structure to be built, outfitted, and installed as described in the attached documents.

Any award will result in a contract by DAR for production and installation of the portable modular office structure at Kauai DAR by the delivery date of twelve (12) months from the Notice to Proceed, or approximately June 30, 2025.

The purpose of the portable modular office structure will be to house DAR staff, their field gear, office support equipment and public facing office. The modular office structure will contain specific features as outlined below and attached. Once delivered and assembled on-site in Kapaa, DAR will be responsible for maintaining and operation of the modular office structure.

2.2 SCOPE OF WORK

Some of the key features and detailed specifications to be incorporated into the assembled modular office structure are included in the **Attachment: DAR IFB 2024 03 Kauai modular office specifications tables and drawings**. The Detailed Specifications Table is formatted for a response to each requirement. All proposals should include a complete and detailed response for all requirements.

The Offeror shall perform all necessary tasks to fabricate, deliver and install on-site in Kapaa one (1) modular office structure in conformity with the detailed requirements provided in the requirements section of this IFB, including any necessary modular site preparation such as removal of existing equipment (only the area that the modular building will be placed and not including grading or paving). The deliverables shall be acceptable to the DAR Project Team and completed in a timely manner.

2.3 OFFEROR'S QUALIFICATIONS

The following are minimum qualifications the Offeror must meet for their proposal submittal to be eligible for evaluation. The Offerors submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the State without further consideration.

Offeror must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. The Contractor shall have the following qualifications:

1. The Offeror ***is highly recommended*** to attend the pre-offer conference (site inspection) and shall be familiar with the job site, existing conditions and the conditions under which it must be performed.
2. Have prior experience like the work specified in Section 2.2 Scope of Work. The offeror shall be a licensed General Contractor in the State of Hawaii.
3. Offeror shall submit Offeror Form OF-1.

OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the award if awarded.

4. Offeror shall submit Offeror Form OF-2.

Pricing shall be submitted on Offer Form OF-2. The price shall be an all-inclusive cost, including all taxes and fees, to the State. Any unit prices shall be inclusive. Offer shall be Fixed Price.

5. The Offeror shall be compliant through Hawaii Compliance Express (HCE) by the time of award.

6. Offeror shall provide assurance that if they are awarded the contract, that they will provide at its own expense a construction performance and payment bond for one hundred percent (100%) of the contracted price. Performance and payment bonds shall be delivered by the Contractor to the State when the contract is executed. If the contractor fails to deliver the required performance and payment bonds, the contractor's award shall be cancelled, the contractor shall be subject to a claim by the State for all resulting damages, and award of the contract may be made to the next lowest offeror.

Acceptable contract performance and payment bonds include:

1. Surety bond underwritten by a company licensed to issue bonds in this State;
2. Legal Tender; or,
3. 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 a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to the Procurement Officer advertising for offers. These instruments may be utilized only to a maximum of \$100,000. If the required amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

7. If awarded, the Contractor shall not commence any work until it obtains, at its own expense, all required 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 law to issue such insurance in the State of Hawaii. 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 by the Department. Certificate(s) of Insurance acceptable to the Department shall be provided to the Contract Administrator prior to commencement of work. 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. The Contractor's General Liability Insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor's Automobile Insurance shall be no less than \$1,000,000 per accident.

Offeror shall provide the following background information:

- i. Contact information for Main Office
- ii. Number of years in business
- iii. Number of employees
- iv. Services available
- v. Three references
- vi. History of the proposed product
- vii. Current version of product
- viii. Company's closest local office
- ix. Company's local partner on Hawaii Island

Fabricator:

1. Fabricator has been in the business of fabricating portable modular offices for a minimum of ten (10) years and has developed modular offices that meet the minimum requirements for this project.
2. Fabricator shall provide structural engineered plans, including to-scale floor plan and material specification. **Plans to be reviewed and accepted by DAR prior to construction.**
3. Version of portable modular office being proposed has been in production for a minimum of two (2) years.
 - a. Please include reference contacts for this version produced.
4. Please provide a list of pertinent certifications that the project team members possess for their respective areas.

Transporter:

5. Transporter has transported portable office modules from the fabricator of the same sizes as listed above on State roadways.
 - a. Please include reference contacts for this implementation.

Assembler:

6. Proposed Assembler has managed at least two (2) assembly projects involving multiple modular office units of the sizes and complexity listed for this project within the last five (5) years.

- a. Please provide a list of reference contacts for these two (2) implementations.
7. Proposed Assembler has the capability to assemble and install the modular units within the site boundaries.
8. Assembler to be Licensed Subcontractor or Licensed General Contractor in the State of Hawaii.

2.4 FUNDING, COMPENSATION, PAYMENT, AND PERFORMANCE SCHEDULE

2.4.1 Funding is limited to Fiscal Year 2024 State General funds and subject to availability.

2.4.2 Contractor shall follow Hawaii Prevailing Wage rules found in Chapter 104 HRS.

2.4.3 Payment shall be made upon submission of signed invoices as requested and upon review and acceptance by the State. At the time of invoicing, applicant shall be compliant with the State's Rules and Regulations through the Hawaii Compliance Express. If not compliant, payments shall not be issued.

2.4.4 The Period of Performance is one year from the Notice to Proceed (anticipated the end of June 2024 – June 30, 2025), with a six (6) month, mutually agreed upon option of a No Cost Extension.

2.5 OFFEROR'S RESPONSIBILITIES

1. Perform all tasks in the Scope of Work.
2. Issues brought to the Offeror's attention must be addressed within forty-eight (48) hours.
3. Selected Offeror must provide periodic project update briefings to DAR Project Team.

2.6 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor project progress through status meetings, status reports, and project schedules, bring issues to Contractor's attention in a prompt manner.
3. Issue payment to Vendor upon receiving acceptable deliverables and appropriate invoices while ensuring that vendor is HCE compliant before processing invoices.

2.7 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract or purchase order to commence work on this project. The initial term of the contract shall be for a twelve-month (12) period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to one (1) additional six-month (6) period, or any portion thereof without the necessity of re-bidding, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon two (2) weeks prior written notice.

The initial contract period of performance is intended to begin approximately June 2024, and end approximately June 2025.

2.8 CONTRACT ADMINISTRATOR

For the purpose of this contract, Laura Jackson, 808-640-1164, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The state will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. 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.

3.2.2 Should Offeror find defects and questionable or objectionable items in the IFB, Offeror shall notify the Division of Aquatic Resources in writing prior to the deadline for written questions as stated in the IFB *Schedule and Significant Dates*, as amended. This will allow the issuance of any

necessary corrections and/or amendments to the IFB by addendum and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

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 IFB. 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 4.7% for sales made on 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 IFB 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 in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

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

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

3.8.1 One of the objectives of this IFB 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.

3.8.2 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.

3.8.3 When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in the IFB and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this IFB.

3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this IFB as stated in Section 2.2 SCOPE OF WORK.

3.8.5 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.

3.9 PROPOSAL FORMS

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

3.9.2 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. 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.

3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2. The price shall be an all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this IFB.

3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all the information requested in the IFB in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section below. Each section must be addressed individually, and pages must be numbered.

- a. Transmittal Letter
See Attachments, Offer Form OF-1.

b. Experience and Capabilities:

- 1) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this IFB.
- 2) A list of key personnel for those who will be dedicated to the project.
- 3) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Clients should be of a similar size, function, and business as DAR. Offeror shall provide names, titles, organizations, telephone numbers, email, and postal addresses.
- 4) A summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 5) A list of sample projects and/or examples of written plans.

c. Proposal including an overall strategy, timeline, and plan for completion date of June 30, 2025.

d. Pricing.
See Attachments, Offer Form OF-2.

e. Completed proposed solutions to meet DAR's requirements. All requirements shall be addressed.

3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will only be received within the State of Hawaii Electronic Procurement System (HiePRO). All offers are due through electronic submittal on HiePRO by April 22, 2024, by 2:00 PM (HST).

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS and all other offer documents for DAR IFB 2024 03 uploaded to HiePRO.

3.12 BEST AND FINAL OFFER (BAFO)

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3 Once discussions are 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.

3.14.4 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 clear on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5 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, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. 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.

SECTION FOUR

EVALUATION CRITERIA

4.1 RECEIPT AND REGISTER OF PROPOSALS

Submission of a proposal shall not create rights, interest, or claims of entitlement in any proposer, including the best evaluated proposer. The State reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations; including, but not limited to unreasonably high prices, failure of all proposals to meet technical specifications, error in the request for proposals, cessation of need, unavailability of funds, or a determination by the procurement agency that proceeding with the procurement would be detrimental to the best interests of the State.

4.2 WEIGHTING AND EVALUATION OF PROPOSALS

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposals will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The proposal with the most value for the State may not necessarily be the proposal offering the lowest cost. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

Evaluation Criteria - Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g., Total

points = 100: high score = 100, low score = 0). The sum of all criteria will equal the total proposal score. Those proposals failing to receive a minimum qualifying score (65) shall be disqualified from further consideration. The total number of points used to score this proposal is 100.

- [30%] Cost and Budget Comparison of the quality and estimated value versus the cost. The budget should be adequate to complete the scope of work and be reasonable.
- [30%] Meeting required technical specifications.
- [10%] Scheduling Ability to start in a timely manner, design, fabricate, transport, deliver and assemble on-site within the specified timeline.
- [10%] Recent and Relevant Evidence of similar successful projects in Hawaii.
- [10%] General Qualifications and offer responsiveness.
- [10%] Past Performance of Contractor/Subcontractor and their staffing for this project indicative of their ability to provide Qualified Professional Management and Craft Personnel.