

# State of Hawaii Department of Land and Natural Resources

## REQUEST FOR PROPOSALS

**JOB NO. D01CH66A  
WAIMEA STATE TREE NURSERY, NEW GREENHOUSE &  
IRRIGATION SYSTEM, 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](http://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](mailto:BRANDON.J.KIM@HAWAII.GOV).

Approved:

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DAVID G. SMITH  
Administrator  
Division of Forestry & Wildlife

Approved:

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

March 2024

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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 offerors to demolish and removal of the existing greenhouse, construct a new greenhouse in the same location, install a new sub-irrigation system for the nursery, and seal coat the existing asphalt pavement in the project area 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	March 25, 2024
Pre-Offer Conference via Microsoft Teams	April 3, 2024, at 10 A.M.
Site Visit	April 9, 2024, between 10 A.M. and 12 P.M.
Due date to Submit Questions	April 12, 2024, at 4 P.M.
State’s Response to Questions	April 17, 2024, at 4 P.M.
Proposals Due date/time (submitted on HlePRO solicitation)	May 2, 2024, at 2 P.M.
Proposal Evaluations	May 3 – 9, 2024
Discussion with Priority Listed Offerors (if necessary)	May 9 – 15, 2024
Best and Final Offer (if necessary)	May 23, 2024
Notice of Award (approximate)	May 30, 2024
Contract Start Date (approximate)	September 3, 2024

**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 are not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the project site and requirements of this RFP.

The pre-offer conference will be **via Microsoft Teams on April 3, 2024, at 10:00 AM**, and will be about thirty (30) minutes long. Anyone interested in attending must email the contact person listed in Section 1.5, and provide the names, company they represent and their contact information at least one day prior to the conference. The attendees listed will be emailed a Microsoft Teams meeting invitation for the conference.

The site visit will be held as follows:

Date: April 9, 2024  
Time: Between 10:00 AM to 12:00 A.M.  
Location: DLNR, Division of Forestry and Wildlife (DOFAW)  
Waimea Baseyard  
66-1220A Lalamilo Road, Kamuela, HI 96743  
See location on the Site Plan in Exhibit 1

Offerors are advised that anything discussed at the pre-offer conference and site visit 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.

#### **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](mailto:brandon.j.kim@hawaii.gov)

#### **1.6 ESTIMATED PROJECT COST**

The estimated project cost is \$420,000.

#### **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 greenhouse with a new sub-irrigation system 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, address: 66-1220A Lalamilo Road, Kamuela, HI 96743, Tax Map Key (3) 6-6-005-001. The project location is shown in Exhibits 1 Site Map and the project area is shown in Exhibit 2 General Site Plan. The scope of work consists of four construction tasks:

1. Demolish and remove the existing greenhouse.
2. Sealcoat existing asphalt concrete pavement.
3. Construct a new greenhouse replacing the existing greenhouse in the same location.
4. Design and install a sub-irrigation system in the new greenhouse.

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 Demolish and Remove Existing Greenhouse**

Demolish and remove the existing greenhouse from the current location. All materials from the existing greenhouse shall be removed from the project site and disposed of at a proper disposal site. DOFAW personnel will remove any equipment and materials from the existing greenhouse site they do not want discarded prior to the demolition work.

**2.2.2 Sealcoat Existing Asphalt Concrete Pavement**

Sealcoat the existing asphalt concrete pavement within the project limits. The sealcoat area is approximately 23,000 square feet. See Exhibits 2 and 3 for the project limits.

### **2.2.3 New Greenhouse**

- 2.2.3.1 Construct a new greenhouse in the same location as shown in Section 6, Exhibit 1 and 2. The new greenhouse shall measure approximately 50 feet wide by 216 feet long and 12 feet tall. The floor plan layout of the new greenhouse is shown in Section 6, Exhibit 3 New Greenhouse Layout and Sub-Irrigation System Layout. Conley's Gable 7500 Commercial Greenhouse is a recommended model or similar.
- 2.2.3.2 The new greenhouse shall be completely sealed for pest reduction. Any vents or ventilation openings shall be screened to prevent pest from entering the greenhouse.
- 2.2.3.3 The new greenhouse shall have transparent material for the walls and roof that will provide between 70% to 80% light transmission.
- 2.2.3.4 The new greenhouse shall have efficient venting and air circulation systems.
- 2.2.3.5 The new greenhouse shall have five (5) automatic rollup doors that can accommodate a forklift. See Section 6, Exhibit 3 for the rollup door locations.
- 2.2.3.6 The new greenhouse shall have six (6) single doors for personnel access. See Section 6, Exhibit 3 for the door locations.
- 2.2.3.7 Provide hose bibs along the interior north wall and along the exterior south wall of the new greenhouse. The hose bibs shall be connected to the existing domestic waterline that runs along the east side of the existing greenhouse. The water pipes for the hose bibs shall be connected to the interior north wall and exterior south wall of the new greenhouse, to provide clear access through the single doors and rollup doors.

### **2.2.4 Sub-Irrigation System**

- 2.2.4.1 Design and install a new sub-irrigation system to enhance the nursery's watering process. There shall be a total 288 (two hundred eighty-eight) flow trays on 48 (forty-eight) tables, with 6 (six) trays per table. Half the tables shall be located inside the greenhouse and half the tables shall be located outside the greenhouse. White colored PVC pipe is the preferred pipe material for the sub-irrigation system. The new sub-irrigation system layout is shown in Section 6, Exhibit 3 New Greenhouse Layout and Sub-Irrigation System Layout.
- 2.2.4.2 The new sub-irrigation system shall utilize the ebb-and-flow method for effective plant irrigation. See Section 6, Exhibit 4 Ebb-and-Flow Nursery System for more details and specifications for the new sub-irrigation, ebb-and-flow nursery system.
- 2.2.4.3 The new sub-irrigation system shall have periodic flooding of trays using automatic timers to allow plants in pots to absorb water.

- 2.2.4.4 The new sub-irrigation system shall ensure the system facilitates water drainage and recycling.
- 2.2.4.5 The new sub-irrigation system shall be compatible with Stuewe and Sons Flow Trays to align with existing plant containers.
- 2.2.4.6 Each table of the sub-irrigation system shall have a valve to turn on and off water to the table.
- 2.2.4.7 The new sub-irrigation system shall be connected to the existing agriculture waterline that runs along the north side of the existing greenhouse.
- 2.2.4.8 The existing electrical connection for the existing greenhouse is located at the northeast corner of the greenhouse. The new sub-irrigation system electrical connection can be in this same location or adjusted to fit the new sub-irrigation design.

## **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 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, Disability Communication Access Board (DCAB), etc. All approvals, permitting, and coordination shall be completed and obtained before starting construction activities.
- 2.3.3 The Offeror shall coordinate all construction activities with DOFAW Waimea Baseyard personnel prior and during construction.

## **2.4 DLNR RESPONSIBILITIES**

- 2.4.1 DLNR shall remove any equipment and materials from the existing greenhouse site they do not want discarded prior to the start of construction.
- 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.

## **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 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 (35)
- 2) Project Proposal and Work Plan (50)
  - a. Permitting and approvals needed prior to construction,
  - b. Proposed greenhouse design, sub-irrigation design, and incidental work to fulfill the scope of work,
  - c. Specifications of materials and methods,
  - d. Construction Methodology,
  - e. Timeline,
  - f. Expected results,
  - g. Possible shortfalls and corrective measures to be taken.
- 3) Previous experience, capability and proficiency in similar work as described in the Scope of Work (15)
  - a. Examples of prior work with similar scope that demonstrate creative design solutions and high-quality construction work,
  - b. References and client listings.

**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.

#### **5.14 LIQUIDATED DAMAGES**

It is mutually understood and agreed between the Offeror and the DLNR that the liquidated damages for this project shall be One Hundred Fifty dollars (\$150.000) per day for every calendar day, including weekend and holidays. This section shall supplement the DLNR Interim General Conditions, Section 7.22 - Failure to Complete the Work on Time.

**SECTION 6**  
**EXHIBITS AND ATTACHMENTS**

- EXHIBIT 1: SITE MAP
- EXHIBIT 2: SITE PLANS
- EXHIBIT 3: NEW GREENHOUSE & SUB-IRRIGATION SYSTEM LAYOUT
- EXHIBIT 4: EBB-AND-FLOW NURSERY SYSTEM
- ATTACHMENT 1: OFFER FORMS OF-1 AND OF-2
- ATTACHMENT 2: OVERVIEW OF THE RFP PROCESS
- ATTACHMENT 3: SPECIAL PROVISIONS
- ATTACHMENT 4: HRS CHAPTER 343 EXEMPTION NOTICE

**EXHIBIT 1  
SITE MAP**



PROJECT LOCATION

LALAMILO FARM ROAD

MAMALAHOA HIGHWAY



EXHIBIT 1: SITE MAP  
SCALE: NTS

**EXHIBIT 2  
GENERAL SITE PLAN**





**PROJECT AREA**

**EXISTING GREENHOUSE TO  
BE REPLACED WITH NEW  
GREENHOUSE**

**DOFAW WAIMEA BASEYARD**

**MAMALAHOA HIGHWAY**



**EXHIBIT 2: GENERAL SITE PLAN  
SCALE: NTS**

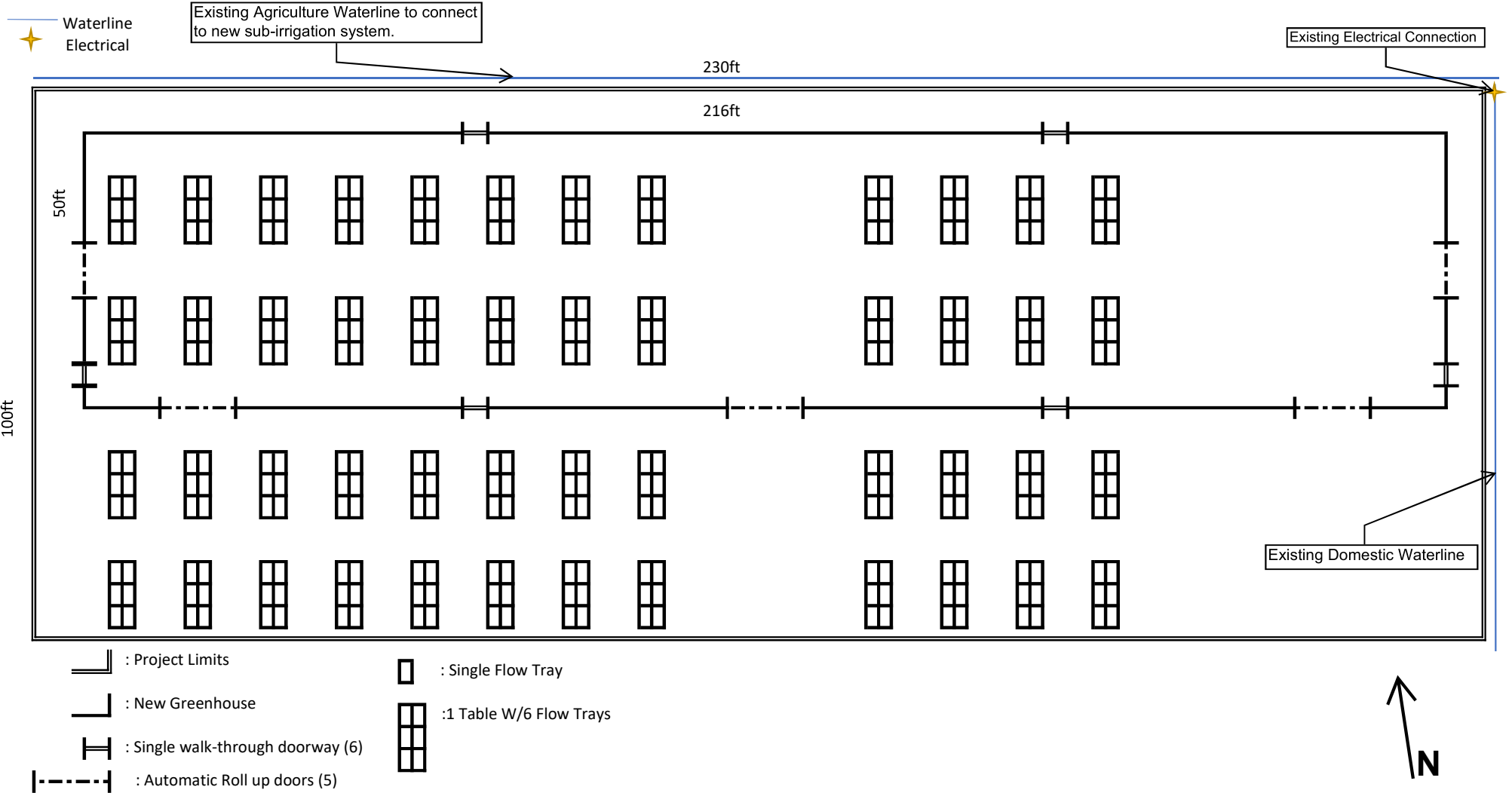
**EXHIBIT 3  
NEW GREENHOUSE LAYOUT**



1 square = 2ft

### State Tree Nursery Improvements Layout

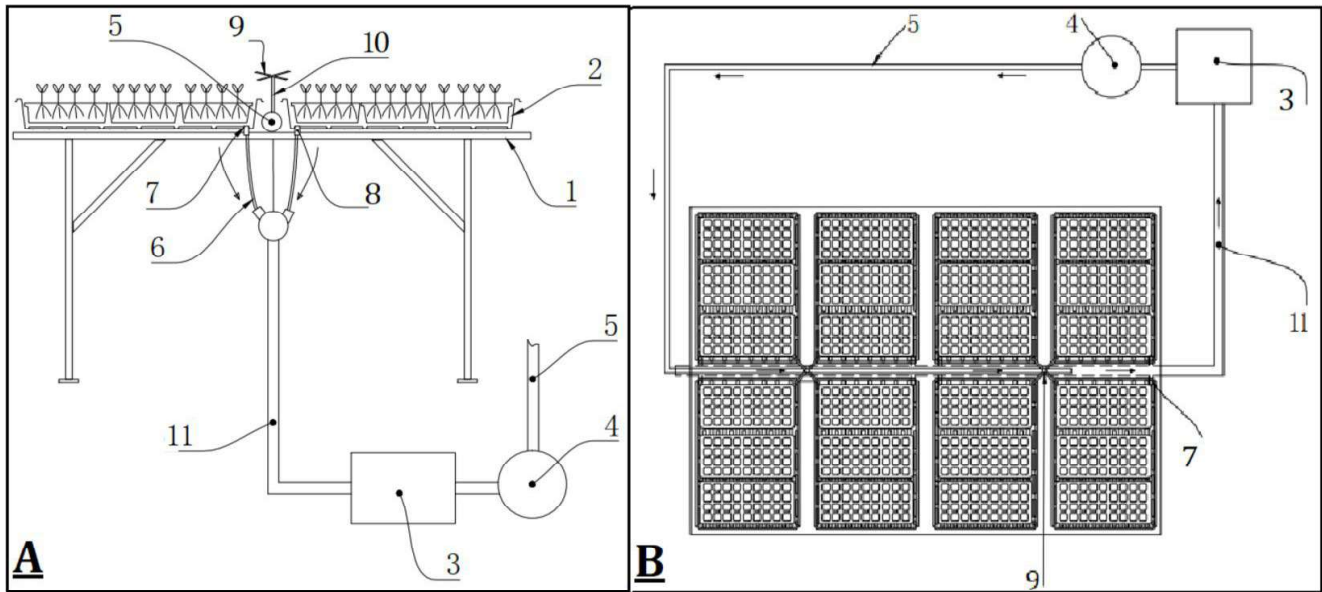
Greenhouse dimensions (feet): 216L x 50W x 12H, 12ft Spacing



**EXHIBIT 3 NEW GREENHOUSE & SUB-IRRIGATION SYSTEM LAYOUT**  
SCALE: NTS

**EXHIBIT 4**  
**EBB-AND FLOW NURSERY SYSTEM**

## EXHIBIT 4 EBB-AND-FLOW NURSERY SYSTEM



**Figure 1.** Lateral (A) and top (B) view of ebb-and-flow nursery raising system. 1-nursery frame; 2-ebb-and-flow tray; 3-water reservoir; 4-disinfection equipment; 5-inlet main pipe; 6-drainage branch pipe; 7-drainage hole; 8-filtering parts; 9-inlet branch pipe; 10-five-way connector; 11-drainage main pipe.

Citation: Wang,Kelei "Ebb-and-Flow Subirrigation Improves Seedling Growth and Root Morphology of Tomato by Influencing Root-Softening Enzymes and Transcript Profiling of Related Genes" *Agronomy* 2022, 12, 494. <https://doi.org/10.3390/agronomy12020494>. Figure 1.

**ATTACHMENT 1  
OFFER FORMS**

**OFFER FORM  
OF-1**

JOB NO. D01CH66A  
WAIMEA STATE TREE NURSERY, NEW GREENHOUSE & IRRIGATION SYSTEM  
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. Demolish and Remove Existing Greenhouse      | \$ _____        |
| 2. Sealcoat Existing Asphalt Concrete Pavement  | \$ _____        |
| 3. New Greenhouse, in place complete            | \$ _____        |
| 4. New Sub-Irrigation System, in place complete | \$ _____        |
| 5. Permitting and approvals                     | \$ _____        |
| <b>Total Project Cost</b>                       | <b>\$ _____</b> |

**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.

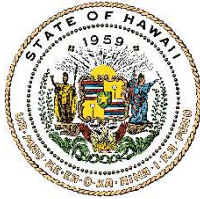
3. **ADD** Section 8.7e, Hawaii Compliance Express:

- 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**

JOSH GREEN, M.D.  
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE  
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII'  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
KA 'OIHANA KUMUWAIWAI 'ĀINA

ENGINEERING DIVISION  
P.O. BOX 373  
HONOLULU, HAWAII 96809

03/05/24

DAWN N.S. CHANG  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE  
MANAGEMENT  
RYAN K.P. KANAKA'OLE  
FIRST DEPUTY  
DEAN D. UYENO  
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

TO: Dawn N.S. Chang, Chairperson

THROUGH: David G. Smith, Administrator  
Division of Forestry and Wildlife

Handwritten signature of David G. Smith.

FROM: Carty S. Chang, Chief Engineer

Handwritten signature of Carty S. Chang.

SUBJECT: Declare a Construction Project Exempt from the Preparation of an Environmental Assessment under Chapter 343 HRS and Title 11, Chapter 200.1 HAR - De Minimis Determination

LOCATION: Project No. D01CH66A Waimea State Tree Nursery, New Greenhouse and Irrigation System, Waimea, Hawaii (66-1220A Lalamilo Road, Kamuela, 96743 and TMK No.: (3) 6-6-005:001)

We request your concurrence to declare the proposed construction project exempt from preparation of an environmental assessment as the potential effects are de minimis under General Exemption Type 2, Part 1, Item No. 23 of the [Department of Land and Natural Resources Exemption List as reviewed and concurred by the Environmental Council on November 10, 2020](#).

The scope of work consists of demolishing and removing the existing greenhouse, constructing a new greenhouse in the same location, and installing a new sub-irrigation system for the nursery including all incidentals.

In accordance with Section 11-200.1-16(a)(1), HAR, this proposed construction project is considered a routine activity and an ordinary function within the jurisdiction or expertise of the Department that by its nature does not have the potential to individually or cumulatively adversely affect the environment more than negligibly and that the Department considers to not rise to the level of requiring Chapter 343, HRS environmental review.

CONCUR:

Handwritten signature of Dawn N.S. Chang.

DAWN N.S. CHANG, Chairperson

03/05/24

Date

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