

**DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESOURCE MANAGEMENT DIVISION**



Request For Proposal for  
Job No. DOAO-7

Sealed Offers for the  
Design and Construction of the

**ROYAL KUNIA AGRICULTURAL PARK  
OFF-SITE IRRIGATION PIPELINE  
KUNIA, OAHU, HAWAII**

A handwritten signature in black ink, appearing to read "Brian Kau", is written over a horizontal line.

**BRIAN KAU**  
Administrator and Chief Engineer  
Agricultural Resource Management Division

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Name of Offeror

**SECTION ONE  
INTRODUCTION, KEY DATES AND BACKGROUND**

**1.1 TERMS AND ACRONYMS USED HEREIN**

GC	=	Attorney General's General Conditions, AG-008 103D General Conditions.
BAFO	=	Best and Final Offer
Contractor	=	Successful Offeror
CPO	=	Chief Procurement Officer, including delegates
CA	=	Contract Administrator
DAGS, PWD	=	Department of Accounting and General Services, Public Works Division
DOA	=	Department of Agriculture
ARMD	=	Agricultural Resource Management Division
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
PO	=	Procurement Officer, the contracting officer for the Department of Agriculture
RFP	=	Request for Proposals
SCF	=	Special Compensation Fund
State	=	All agencies participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii

**1.2 INTRODUCTION**

The purpose of this engagement is to provide the State of Hawaii, Department of Agriculture, Agricultural Resource Management Division (DOA, ARMD) with services of a qualified team to design and construct a pipeline to transport irrigation water from Reservoir No. 225, to the future Royal Kunia Agricultural Park. Offerors should propose the best and most cost-effective option to the State.

**1.3 BACKGROUND**

The Royal Kunia Agricultural Park is located along Kunia Road, Kunia, Oahu, TMK 9-4-002:080. The agricultural park will be built in the near future, but the main pipeline supplying the park, is being installed now.

An existing 24-inch ductile iron pipeline connects to the outlet works of Reservoir No. 225, and extends approximately 3,250 linear feet through the Robinson Kunia Land, LLC parcel, and another 1,800 linear feet through the future agricultural park. This pipeline has not been used to transport irrigation water since the summer of 2015 and the condition of the pipe is unknown.

DOA intends to install a new pipeline to service its future agricultural park and is requesting a qualified team to develop conceptual drawings for two pipeline options, and to fully design and construct the DOA selected option.

#### 1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows. All time is shown as Hawaiian Standard Time (HST):

<u>Events</u>	<u>Date</u>
Advertisement of RFP	<b>May 24 , 2016</b>
Pre-bid site visit (9:00 am)	<b>June 14, 2016</b>
Deadline for Questions on HlePRO, 4:00 pm (HST)	<b>June 17, 2016</b>
Response to Questions Received	<b>June 21, 2016</b>
Proposals Due: 2:00 pm (HST)	<b>June 24, 2016</b>
Evaluations of Proposals & Priority Listed Offerors' Presentations/Discussions (if necessary)	<b>June 27, 2015</b>
Best and Final Offers (BAFO)Due (if necessary)	<b>July 15, 2016</b>
Notice of Award (Estimated)	<b>July 31, 2016</b>
Contract Start/NTP (Estimated)	<b>November 1, 2016</b>
Shop Drawing Submittal (Estimated)	<b>December 1, 2016 *</b>

\*. The "Shop Drawing Submittal" date and "Contract Completion" date shall be proposed by the offeror as described in SECTION THREE of this RFP. Allow 2 weeks for ARMD review of shop drawing submittal.

#### 1.5 WRITTEN INQUIRIES

Written inquiries concerning this RFP must be placed on HlePRO by the Deadline for Questions specified above. Written inquiries must reference the plan detail, sheet, page, paragraph, and line or sentence to which the question relates. Furthermore, Offerors should list any exceptions to the terms, conditions, specifications, or other requirements listed herein.

All written inquiries will receive a written response by ARMD, on HlePRO, which shall become, thereby, part of the RFP. Addendums shall govern over written answers (responses) issued by the State.

Offerors are specifically cautioned that verbal discussions, questions and replies thereto, shall not have the effect of changing the provisions of the written RFP, or Addendums.

## 1.6 SUBMISSION OF PROPOSALS

- a) Potential offerors are advised to contact and register for HlePRO via the State Procurement Office. Phone (808) 586-0554, and [hiepro@hawaii.gov](mailto:hiepro@hawaii.gov).
- b) On no later than the date and time (Proposals Due) specified above, the Offeror shall submit a PDF file of their completed proposal on HlePRO.
- c) Proposals received after the Proposal Due Date and Time will NOT be accepted. Each Offeror accepts all risks associated with incorrect use of HlePRO before such date and time.
- d) Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP unless otherwise noted as specified herein, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- e) Before submitting a proposal, each Offeror must:
  - (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP and any plans, sketches, attachments, or other relevant documentation provided.
  - (2) Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

## 1.7 ISSUING OFFICE AND CONTACT PERSONS

This RFP is issued by the DOA, ARMD.

Mr. Scott E. Enright, Procurement Officer (P.O.)  
Department of Agriculture

Delegated P.O. for this RFP:

Mr. Brian Kau, Contract Administrator  
DOA, Agricultural Resource Management Division  
1428 South King Street  
Honolulu, Hawaii 96814  
(808) 973-9473

Point of Contact for this RFP (CA):

Mr. Glenn Okamoto, Agricultural Infrastructure Manager  
DOA, Agricultural Resource Management Division  
1428 South King Street  
Honolulu, Hawaii 96814  
(808) 973-9436

## SECTION TWO SPECIFICATIONS AND REQUIREMENTS

### 2.1 GENERAL INFORMATION

- A. **STATEMENT OF WORK:** ARMD intends to install a new pipeline from the Reservoir No. 225 outlet works, to the future Royal Kunia Agricultural Park.
- B. **RFP STRUCTURE:** The work described in this RFP is comprised of those specifications, terms, and conditions that will aid the Offeror in preparing a proposal that will best meet the needs of the State.
- C. **DISCUSSIONS WITH OFFERORS**
  - 1. This procurement may involve discussions with offerors.
  - 2. During discussions, the offerors may be required to demonstrate their capabilities required by the RFP.

### 2.2 REQUIREMENTS

- A. Design new pipeline for both Option 1 and Option 2, including connection to the reservoir outlet works, a master meter and filter system to be located immediately downstream of the reservoir, and a temporary blow-off valve at the end of the pipeline. Option 1 is to route the new pipeline adjacent to Kunia Road. Option 2 is to slip-line the existing 24-inch ductile iron pipe with new pipe. Both Options are to terminate within the future Royal Kunia Agricultural Park.
- B. Obtain and pay for all necessary permits. The Offeror shall list all required and potential permits.
- C. Obtain all easements for the pipeline, in favor of DOA.
- D. Obtain all necessary agency approvals and pay for any associated fees.
- E. Provide shop drawings. Allow 2 weeks for approval prior to ordering materials or doing any on-site work.
- F. Install new pipe in conformance to the selected Option.
- G. Connect and test the new pipeline for leaks.
- H. Conduct all appurtenant and related miscellaneous work for a complete in place installation.
- I. Provide Operations and Maintenance manuals for the meter, filter system valves, etc.
- J. Provide as-built drawings.
- K. Provide hard copy and electronic files (AutoCad, Microsoft Word, Adobe PDF, etc.) of all generated surveys, maps, and reports related to the contract.

### 2.3 QUALIFICATIONS

- A. The Contractor must have a "A" contractor license.
- B. The contractor shall have a minimum of 2 slip-lining projects of similar nature.

- C. Offeror shall provide two references for similar installations, successfully completed and delivered services in a timely, cost effective manner by the Offeror and available for inspection. Similar is intended to mean:
  - 1. Equivalent or larger in size, of similar pipe and slip-lining material.
  - 2. A system installation that is minimum the same length to the State's requirements.
- D. The above references shall include the following information for contact:
  - 1. Name of Company
  - 2. Address of Company
  - 3. Name of Contact
  - 4. Address
  - 5. Telephone Number
  - 6. Internet E-Mail Address
  - 7. Business Description
- E. The State may contact some or all of the references. The Offeror shall clear such contact with the reference so as to avoid any communication problems or "proprietary information" problems with the reference. The State may wish to visit the Offeror's office and/or one or more similar installations. The Offeror shall, upon request, accompany the State personnel to these sites.

## SECTION THREE PROPOSAL FORMAT AND CONTENT

### 3.1 INTRODUCTION

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

Please be aware that Section 5 Special Provisions identifies additional procurement related requirements that the Offeror shall meet.

Offerors shall:

- a. Provide all of the information requested in this RFP in the order specified.
- b. Submit a PDF file containing a Certifying Signature (in order to prevent unauthorized changes), organized into sections, with bookmarks pointing to each section described below:

Part I	Table of Contents
Part II	Transmittal Letter
Part III	Offer Form
Part IV	Wage Certificate
Part V	Executive Summary
Part VI	Schematic Design, Warranty, and Technical Information
Part VII	Requirements and Qualifications
Part VIII	Price
Part IX	Confidential Information
Part X	Exceptions

These sections are primarily designed to provide information necessary for the State to evaluate offers pursuant to the Evaluation Criteria provided in Section Four of this RFP. Offeror is advised to review the Evaluation Criteria and to provide all information necessary to allow the State to evaluate Offeror's proposal based on these criteria.

### 3.2 FORMAT AND CONTENT

Any material deviation from these requirements may adversely affect the evaluation of the proposal.

Offerors must follow the requirements set forth below. Proposals must be organized in the following sections in the exact format using all titles, subtitles, and numbering, with tabs separating each section. Each section must be addressed individually and pages must be numbered.

**Part I:** **Table of Contents.** A table of contents listing the individual sections of the Proposal and their corresponding page numbers. Bookmarks or tabs should lead to each of the individual sections.

**Part II:** **Transmittal Letter.** Include a Transmittal Letter confirming that the Offeror shall comply with all of the provisions of this RFP and containing the complete name and address of Offeror's firm and the name, mailing address, telephone number, and email address of the person the State should contact regarding the Offeror's proposal.

**Offer Form.** Completion of the Offer Form from Attachment 1 in SECTION SIX (see Section 5.8a Proposal Preparation, Offer Form).

**Wage Certificate.** Completion of the Wage Certificate, Attachment 2 in SECTION SIX (see Section 5.8e Proposal Preparation, Wage Certificate).

**Part III:** **Executive Summary.** A letter, signed by an officer of the company, describing the Offeror and including the items below:

A brief synopsis of the highlights of the proposal and the overall benefits that will be provided to the State if accepted. This synopsis should not exceed three (3) pages in length and should be easily understandable.

**Part IV:** **Schematic Design, Warranty, and Technical Information.**

- A. Provide a schematic design of the proposed system. At a minimum, the drawings shall include:
  1. Plan view of the slip-lining, including end connections;
  2. Details of the slip-lining regarding annular space, cuts in the existing pipe, etc.
- B. Details of the connection to the reservoir outlet pipe; and outlet.
- C. Include product data and brochures for the proposed system.

**Part V:** **Requirements and Qualifications.**

- A. **Requirements:** How proposal accommodates requirements and needs specified in Section 2.2 Requirements. Offerors must respond and reference, by section and number, every requirement using the following:
  1. "Fully Compliant"
  2. "Non-Compliant" - For any specification with "Non-Compliant" as response, Contractor may describe how the specification might otherwise be met using alternative methods and products, plus the associated costs.
- B. **Qualifications:** Offerors shall document their qualifications as described in Section 2.3 Qualifications.

**Part VI:** **PRICE:** Offerors shall provide a total sum bid price for each of the two options.

**Part VII:** **TIME OF PERFORMANCE:** Offerors shall provide total number of calendar days to complete the design; and a total number of days to complete construction.

**Part VIII:** **Confidential Information:** Offeror shall place all Confidential Information in this section with a request in writing for nondisclosure of designated trade secrets or other proprietary data. Refer to Section 5.1 Scope, AG GC dated April 15, 2009.

**Part IX:** **Exceptions.**  
Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP 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 or the AG General Conditions shall be considered.

**Part X:** **Required Certificates.**

A. Pursuant to Section 103D-310(c), HRS, the responsive bidder recommended for contract award, if any, shall be compliant with all laws governing entities doing business in the State including the following chapters:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

B. The State will verify compliance on Hawaii Compliance Express (HCE). The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily obtain proof that they are compliant with applicable laws. The HCE certificate, 'Certificate of Vendor Compliance', allows this single printable electronic certificate to be substituted for the tax clearance, labor certificate, and a Certificate of Good Standing required in Hawaii Revised Statutes (HRS), Section 103D-310(c), and Hawaii Administrative Rules (HAR), Section 3-122-112. The HCE provides compliance status in real time.

C. Bidders are advised to register with Hawaii Compliance Express at <https://vendors.ehawaii.gov> before submitting an offer. Bidders are strongly encouraged to submit a 'Certificate of Vendor Compliance' with their bid package to ensure the State's ability to quickly verify compliance at the time of award. If an offeror is not compliant at the time of award, an otherwise responsive and responsible offeror may not receive the award.

### **3.3 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, and shall describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offer's proposal, it shall be provided within five (5) business days after request.

## SECTION FOUR

### EVALUATION CRITERIA AND CONTRACTOR SELECTION

#### 4.1 GENERAL INFORMATION

**Evaluation Committee.** Each proposal will be evaluated based on five (5) criteria set forth below. Evaluation of the proposals shall be within the sole judgment and discretion of the Evaluation Committee, and the final selection will be at the sole discretion of the State.

**Purpose.** The Evaluation Committee will be responsible for reviewing, evaluating, and ranking all proposals and submitting the Committee's final results to the Procurement Officer for final selection. The rankings will be based on evaluation criteria that will identify the proposal that best meet the State's specifications and requirements listed herein.

#### 4.2 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. One (1) award will be made to the responsible Offeror whose proposal receives the most points and is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS **100**.

- A. Schematic Design, Warranty, Technical Information (25 points):**
1. Irrigation water flow. The goal is to provide a minimum of 30 psi at the end of the new pipeline.
  2. Connection to the reservoir outlet works
  3. Strength of slip-lining method, and strength of slip-lining material
  4. Disturbance to existing grade, including excavation, potential erosion, etc.
  5. warranty
- B. Requirements (20 points): How well does the proposal meet the requirements in Section 2.2?**
- C. Qualifications (30 points): How well does the offeror meet the qualifications in Section 2.3?**
1. The Contractors and Subcontractor's licenses, financial standing, and experience.
  2. Contractor's past performance slip-lining existing pipes
  3. Contractor's past time of performance during slip-lining projects
- D. Price (15 points): Total sum bid cost.**
- E. Schedule and Payback Analysis (10 points): What combination of schedule and payback period is most advantageous to the State?**

**SECTION FIVE  
SPECIAL PROVISIONS**

**5.1 SCOPE**

Services furnished for the Royal Kunia Agricultural Park, Off-Site Irrigation Pipeline, shall be in accordance with this RFP, with these Special Provisions, the attached Requirements, and the AG-008 103D General Conditions included as an attachment to this RFP. For any provisions in this RFP which conflict with AG-008, this RFP shall prevail.

**5.2 RESPONSIBILITY OF OFFERORS**

A. Pursuant to Section 103D-310(c), HRS, the responsive bidder recommended for contract award, if any, shall be compliant with all laws governing entities doing business in the State including the following chapters:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

B. The State will verify compliance on Hawaii Compliance Express (HCE). The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily obtain proof that they are compliant with applicable laws. The HCE certificate, 'Certificate of Vendor Compliance', allows this single printable electronic certificate to be substituted for the tax clearance, labor certificate, and a Certificate of Good Standing required in Hawaii Revised Statutes (HRS), Section 103D-310(c), and Hawaii Administrative Rules (HAR), Section 3-122-112. The HCE provides compliance status in real time.

C. Bidders are advised to register with Hawaii Compliance Express at <https://vendors.ehawaii.gov> before submitting an offer. Bidders are strongly encouraged to submit a 'Certificate of Vendor Compliance' with their bid package to ensure the State's ability to quickly verify compliance at the time of award. If an offeror is not compliant at the time of award, an otherwise responsive and responsible offeror may not receive the award.

**5.3 TERM OF CONTRACT**

Contract shall commence on the official commencement date specified on the Notice to Proceed issued upon execution of the contract by both parties. Successful Offeror shall be required to enter into a formal written contract to commence this service.

#### **5.4 CONTRACT ADMINISTRATOR**

For the purpose of this contract, Mr. Glenn Okamoto, DOA, ARMD, is the authorized representative for Mr. Brian Kau, and is designated the Contract Administrator at (808) 973-9436, Email: glenn.m.okamoto@hawaii.gov.

#### **5.5 OVERVIEW OF THE RFP PROCESS**

- a. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- b. The procurement process begins with the issuance of the RFP by SPO and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP shall be made only by Addendum.
- c. Proposals will not be opened publicly. 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 the State and may be returned only at the State's option.
- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section 4. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. 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.
- f. 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.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an 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, should that prove necessary.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as their BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 4, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will

award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section 4.

- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, shall become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. 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 State of Hawaii.

## 5.6 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Contractor shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

## 5.7 PROPOSAL PREPARATION

- a. **Offer Form.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Offer Form in SECTION SIX. Failure to do so may delay proper execution of the contract.

Upon award, authorized signature on the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate. 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.

- d. **Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to a RFP shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e. **Wage certificate.** The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate may not be applicable to this solicitation, item 1 of the certificate applies and therefore submission of the wage certificate is required.
- f. **Costs Incurred in Preparing the Proposal.** Costs for developing the Proposal shall be the sole responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall not reimburse any of these costs whatsoever.

## 5.8 PRICING

Pricing shall be all inclusive, including but not limited to, all applicable taxes, transportation and labor costs to deliver, install and test the equipment to ensure full operational function.

## 5.9 AWARD OF CONTRACT

Award, if made, shall be to the responsible Offeror whose proposal is determined to be responsive and the most advantageous to the State taking into consideration the evaluation factors set forth in this RFP.

## 5.10 CONFIDENTIAL INFORMATION

- a. If an offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.
- b. An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data 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.
- c. Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written

determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

#### **5.11 REQUIRED REVIEW**

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by DAGS, PWD prior to the deadline for written questions as stated in the Significant Dates, Section 1.4. This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of Offeror's proposal when award could not be made.

#### **5.12 PROPOSAL AS A PART OF THE CONTRACT**

This RFP and all of the successful proposal may be incorporated into the contract. Confidential Documents will be labeled as such.

#### **5.13 ADDITIONAL TERMS AND CONDITIONS**

The State reserves the right to add terms and conditions via addenda during the evaluation phase of the process. These terms and conditions will be within the scope of the RFP.

#### **5.14 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to Section 3-122-96 through 3-122-97, HAR.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

#### **5.15 OFFER ACCEPTANCE PERIOD**

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices quoted by the Offeror shall remain firm for the sixty (60) day period.

#### **5.16 ADDENDA**

Any request to amend the RFP shall only be considered prior to the "Deadline for Written Questions", and as follows:

1. If an Offer takes exception to any requirement of the RFP, and desires to amend the requirement, the Offeror shall identify the RFP section being addressed by the exception and provide written justification for the request.
2. Request to amend the RFP shall be submitted to the Procurement Officer by the date and time specified in Section 1.4, RFP Schedule and Significant Dates, or as amended.
3. Any changes made to the RFP as a result of a request to amend the RFP, shall be made through the issuance of an addendum at least four (4) working days prior to proposal due date.
4. Request(s) to amend the RFP that are submitted as part of Offeror's proposal will not be considered and may adversely affect the evaluation of Offeror's proposal or result in the disqualification of that proposal.

Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution for such items may result in disqualification of Offeror's proposal.

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

#### **5.17 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this Contract with the State. All persons engaged in performing the work covered by the Contract shall be considered employees of the Contractor.

Nothing contained in these specifications shall create a contractual relationship between the State and any subcontractor. The Contractor may subcontract a portion of the work, but the contractor shall remain responsible for the work that is subcontracted. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract. DAGS, PWD will only interact with the successful offeror's single point of contact for Contract activities

#### **5.18 PROCUREMENT PROCESS**

Vendor proposals must be valid for 60 days after the date on which proposals are due. The contents of the successful proposal shall form part of the resulting contract with the successful vendor.

DOA, ARMD reserves the right to reject any or all of the proposals received in response to this RFP. DOA, ARMD is not liable to the any cost incurred by any vendor prior to the award of a contract.

## **5.19 EXECUTION OF CONTRACT**

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties.

For awards totaling less than \$25,000, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and the AG GC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

## **5.20 NOTICE TO PROCEED**

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed. The State of Hawaii will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

## **5.21 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the State will require the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work in writing to the State.

## **5.22 CONTRACT INVALIDATION**

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

## **5.23 INVOICING**

A. Contractor shall submit original and two copies, in the format designated by the State, of the invoice to the following address:

DOA, Agricultural Resource Management Division  
1428 South King Street  
Honolulu, HI 96814

Invoice should reference both the contract number and the Job No..

B. Contractor will also be required to submit the following documents:

1. Payroll Affidavits,
2. Affidavit of Fringe Benefits

- C. A "Certificate of Compliance" issued through the Hawaii Compliance Express System must accompany the invoice for final payment on the contract.

#### **5.24 PROPOSED PAYMENT PROCEDURES**

Payment shall be made on a monthly basis for work completed during the previous month. A detailed breakdown of work completed shall accompany each invoice for payment.

#### **5.25 PAYMENT**

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

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

Work will not be performed by the Contractor and the State will not be required to pay for such work unless and until funds are available.

#### **5.26 PROTEST**

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 of the contract.

The notice of award if any, resulting from this solicitation shall be posted on the Procurement Reporting System <http://hawaii.gov/spo2/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer (Chairperson), DOA, ARMD, 1428 South King Street, Honolulu, Hawaii 96814.

#### **5.27 SITE INSPECTION**

- A. Prior to submission of an offer, Offeror shall inspect the Job Site to become thoroughly familiar with existing conditions and the amount and type of work to be performed. Submission of an offer shall be evidence the Offeror understands the scope of work and the Contract requirements, and agrees to comply with all Contract requirements including this RFP.

- B. No additional compensation will be made by reason of any misunderstandings or error regarding conditions at the Job Site or the amount and type of work to be performed.

## 5.28 LIABILITY INSURANCE

- A. The Contractor shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations are performed by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable during the life of this contract.
  - 1. Worker's Compensation – The Contractor shall obtain worker's compensation insurance for all persons whom they 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 law in effect on the date of the execution of this contract and as modified during the duration of the contract.
  - 2. General Liability – The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates.
  - 3. 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 occurrence.
- B. The Contractor shall maintain in full force and effect during the life of this contract insurance described below to protect the contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor, or by a subcontractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts any of them may be liable during the life of this contract. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.
- C. The Contractor shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damages, cost and expense, including all attorney's fees, and all claims, suits and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.
- D. Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:
  - 1. "The State of Hawaii is added as an additional insured for Commercial General Liability and Automobile Liability as respects to operations performed for the State of Hawaii."
  - 2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- E. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

- F. Prior to issuance of the Notice to Award, Notice to Proceed or Purchase Order, Contractor shall provide the State of Hawaii, Department of Agriculture Agricultural Resource Management Division an original certified CERTIFICATE(S) OF INSURANCE, within ten (10) calendar days from the NOTICE OF INTENT TO AWARD, completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. The certificate of insurance is necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements affecting the coverage required at any time.
- G. If the Contractor's Insurance Coverage expires during the term of the contract, the contractor is responsible to renew, notify the State of Hawaii of the new insurance coverage and submit a new Certificate(s) of Insurance. Also, Contractor are responsible to make sure subcontractor's insurance coverage is current and if it expires during the term of the contract, they must make sure the subcontractor's insurance coverage is renewed, the State of Hawaii is notified of the new insurance coverage and submit a new Certificate(s) of Insurance if required.
- H. The Contractor will immediately provide written notice to the State of Hawaii, Department of Agriculture Agricultural Resource Management Division, 1428 South King Street, Honolulu, Hawaii 96814 should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- I. Failure of the Contractor to provide and keep in force the required insurance shall be regarded as material default under this contract, entitling the State of exercise any or all of the remedies provided in this contract for a default of the Contractor.
- J. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor fulfill the indemnification provisions and requirements of this contract.
- K. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.
- L. It is recommended that Offerors apply for Certificate of Insurance as soon as possible to ensure timely submittal if requested.

**5.29. PERFORMANCE AND PAYMENT BONDS**

- A. Performance and payment bonds are required for all construction projects of \$25,000 or greater in accordance with 103D-305 (b), HRS, 103D-324, HRS and 3-122-224, HAR.
- B. The performance and payment bonds must be executed by a surety company registered with the Department of Commerce & Consumer Affairs; and in an amount equal to one hundred percent (100%) of the contract price specified.
- C. Prior to issuance of the Notice to Award, Notice to Proceed or Purchase Order, Contractor shall provide the State of Hawaii, Department of Agriculture Agricultural Resource Management Division an ORIGINAL PERFORMANCE AND PAYMENT BOND, within ten (10) CALENDER days from the NOTICE OF INTENT TO AWARD.
- D. It is recommended that Offerors apply for Performance and Payment Bonds as soon as possible to ensure timely submittal if requested.

**5.30. PREVAILING WAGES (Section 104-2, HRS)**

**A.** The Contractor shall at all times observe and comply will all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled 'Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law'.

**B.** Wage Rate Schedule – The wage rate schedule is not physically enclosed in the bid documents. However, the wage rate schedule is incorporated herein by reference and made a part of the Bid and Contract Documents. Said wage rate schedule may be obtained from the Department of Labor and Industrial Relations, phone number (808) 586-8777 or [dlir.wages@hawaii.gov](mailto:dlir.wages@hawaii.gov).

**C.** The Contractor or its subcontractor(s) shall pay all laborers and mechanics employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five (5) working days prior to the time of payment, at wage rates not less than those stated in the contract, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wages stated in the contract shall not be less than the minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules. Any increase in wage rates, as determined by the Director of Labor and Industrial Relations and issued in wage rate schedule, shall be applicable during the performance of the contract, in accordance with Section 104-2(a) and (b), Hawaii Revised Statutes. Notwithstanding the provisions of the original contract, if the Director of Labor and Industrial Relations determines that prevailing wages have increased during the performance of the contract, the rate of pay of laborers and mechanics shall be raised accordingly.

**D.** Posting Wage Rate Schedule – The current wage rate schedule must be posted by the Contractor in a prominent and easily accessible place at the job site attached to the "Notice to Workers" poster (H104-1) and a copy of such wages required to be posted shall be given to each laborer and mechanic employed under the contract by the Contractor at the time the person is employed thereunder, provided that where there is a collective bargaining agreement, the Contractor does not have to provide its employees the wage rate schedules. Any revisions to the schedule of wages issued by the Director of Labor and Industrial Relations during the course of the contract shall also be posted by the Contractor and a copy provided to each laborer and mechanic employed under the contract as required above.

**E.** The Comptroller may withhold from the Contractor so much of the accrued payments as the Superintendent may consider necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the job site. The accrued payments withheld shall be the difference between the wages required by this contract and the wages actually received by such laborers or mechanics. The above wage rate provisions do not apply to contracts in the amount of \$2,000 or less.

**5.31 FAILURE TO PAY REQUIRED WAGES (Section 104-4 Hawaii Revised**

**Statutes)** If the Department finds that any laborer or mechanic employed on the job site by the Contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or specifications, or has not received

his full overtime compensation, the Department may, by written notice to the Contractor, terminate his right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the Contractor shall be liable to the Department for any excess costs occasioned thereby.

### **5.32 PAYROLLS AND PAYROLL RECORDS (Section 104-3 Hawaii Revised Statutes)**

**A.** A Certified copy of each weekly payroll shall be submitted to the Department within seven (7) calendar days after the end of each weekly payroll period. The Contractor shall be responsible for the submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the current wage rate schedule and also that the classifications set forth for each laborer and mechanic conform with the work he performed.

**B.** Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the Contractor and his subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. Such records shall contain the name of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Such records shall be made available for inspection at a place designated by the agency, the Director of Labor and any authorized persons who may also interview employees during working hours on the job site.

### **5.33 PAYROLL AFFIDAVITS**

**A.** Certified copies of Payroll Affidavits are REQUIRED for construction projects that are \$2,000 or more.

**B.** The Contractor is responsible for submitting all certified payroll affidavits on a weekly basis to the contracting agency.

**C.** An acceptable electronic form is available on the DAGS Public Works Division webpage: [http://hawaii.gov/pwd/Members/ib/forms/index\\_html](http://hawaii.gov/pwd/Members/ib/forms/index_html), select: STATEMENT OF COMPLIANCE & DAGS-ECP FOR PAYROLL AFFIDAVITS

**D.** Note that the falsification of certifications noted in this section may subject the Contractor or subcontractor to penalties, Section 104-22(b) HRS, and suspension from public works projects, Section 104-25 HRS.

### **5.34 AFFIDAVIT OF FRINGE BENEFITS**

**A.** Certified copies of Fringe Benefits are REQUIRED for construction projects.

**B.** The Contractor is responsible for submitting all certified payroll affidavits on a weekly basis to the contracting agency.

**C.** An acceptable electronic form is available on the DAGS Public Works Division webpage: [http://hawaii.gov/pwd/Members/ib/forms/index\\_html](http://hawaii.gov/pwd/Members/ib/forms/index_html), select: STATEMENT OF COMPLIANCE & DAGS-ECP FOR PAYROLL AFFIDAVITS

**D.** Note that the falsification of certifications noted in this section may subject the Contractor or subcontractor to penalties, Section 104-22(b) HRS, and suspension from public works projects, Section 104-25 HRS.

- 5.35 CONFLICTS OF INTEREST:** Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
- 5.36 COMPETENCY OF OFFEROR:** Prospective Offerors must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offerors to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.
- 5.37 CERTIFICATION FOR SAFETY AND HEALTH PROGRAMS FOR STATE CONSTRUCTION PROJECTS IN EXCESS OF \$100,000 (HRS 396-18):** By submission of an offer in response to this solicitation, the offeror certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Offeror may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
- 5.38 ASBESTOS PROHIBITION:** The use of materials or equipment containing asbestos is prohibited under this contract. Contractor warrants that all materials and equipment incorporated in the project are asbestos free.
- 5.39 MANUFACTURER'S GUARANTEE:** Whenever a manufacturer's or installer's guarantee on any product hereinafter specified, exceeds one (1) year, this guarantee shall become part of this contract in addition to the Contractor's guarantee.
- 5.40 FINAL ACCEPTANCE:** The contract will be considered accepted when all work has been fully completed and all required documents have been submitted.
- 5.41 LIQUIDATED DAMAGES:** In Accordance with AG-008, item 9, the Contractor shall pay liquidated damages to the State, in the amount of \$200 per calendar day of delay.

**SECTION SIX**  
**ATTACHMENTS**

- Attachment 1: OFFER FORM \*
- Attachment 2: WAGE CERTIFICATE \*
- Attorney General's General Conditions, AG-008, 103D General Conditions
- Drawing S-1

**\* ATTACHMENTS 1 & 2 FORMS MUST BE COMPLETED, SIGNED, AND INCLUDED WITH THE ELECTRONIC RFP SUBMITTAL ON HiePRO. ORIGINAL DOCUMENTS WILL ONLY BE REQUIRED UPON AWARD OF CONTRACT.**

**OFFER FORM**

Job No. DOAO-7  
ROYAL KUNIA AGRICULTURAL PARK  
OFF-SITE IRRIGATION PIPELINE  
KUNIA, OAHU, HAWAII

For the

DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESOURCE MANAGEMENT DIVISION

Department of Agriculture  
Agricultural Resource Management Division  
Attn: Glenn Okamoto  
1428 S. King Street  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG 103D General Conditions, Form AG-008; by reference made a part hereof; 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.

Offer is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture

Other \_\_\_\_\_  
\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License 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.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

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:

\_\_\_\_\_

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: RFP No.: \_\_\_\_\_ Job No. DOAO-7 \_\_\_\_\_

Title of RFP: Royal Kunia Agricultural Park, Off-Site Irrigation Pipeline

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

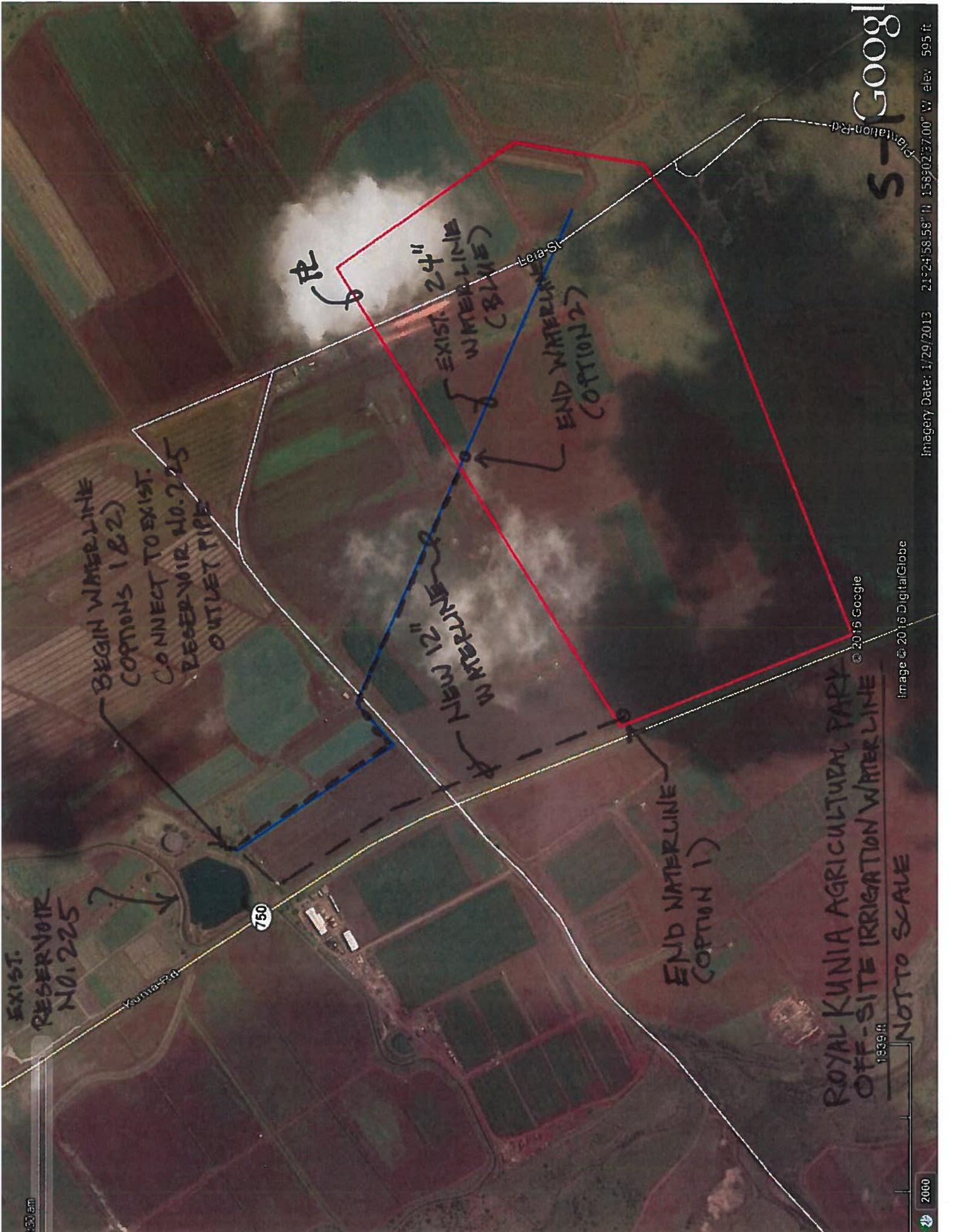
I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



EXIST. RESERVOIR NO. 225

BEGIN WATERLINE OPTIONS (1 & 2) CONNECT TO EXIST. RESERVOIR NO. 225 OUTLET PIPE

NEW 12" WATERLINE

EXIST. 24" WATERLINE (BLUE)

END WATERLINE OPTION 2

END WATERLINE OPTION 1

ROYAL KUNIA AGRICULTURAL PARK OFF-SITE IRRIGATION WATERLINE

1839 ft NOT TO SCALE

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Imagery Date: 1/29/2013

21°24'58.58" N 158°02'37.00" W elev. 595 ft

Google

2:30 am

2000