

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawaii 96813

May 10, 2019

Board of Land and
Natural Resources
Honolulu, Hawaii

REQUEST FOR APPROVAL TO ENTER INTO A SPECIAL TRUST FUNDED CONTRACT FOR GOODS AND SERVICES BASED UPON COMPETITIVE SEALED BIDS, NOT TO EXCEED \$949,399.00, BETWEEN THE DEPARTMENT OF LAND AND NATURAL RESOURCES (DLNR) AND WILLIAMS SCOTSMAN, INC. (DBA HAWAII MODULAR SPACE), TO PROVIDE SERVICES TO DELIVER AND INSTALL A PORTABLE MODULAR OFFICE COMPLEX FOR THE ANUENUE FISHERIES RESEARCH CENTER; AFTER CONSIDERING THE POTENTIAL EFFECTS OF THE PROPOSED PROJECT AS PROVIDED BY CHAPTER 343, HRS, AND CHAPTER 11-200, HAR, THIS PROJECT WILL LIKELY HAVE MINIMAL OR NO SIGNIFICANT EFFECT ON THE ENVIRONMENT AND IS THEREFORE EXEMPT FROM THE PREPARATION OF AN ENVIRONMENTAL ASSESSMENT.

Submitted for your consideration and approval is a request to enter into a contract agreement between the Department of Land and Natural Resources (DLNR) and Williams Scotsman, Inc. (DBA Hawaii Modular Space), that fund a project titled "Anuenue Fisheries Research Center Portable Modular Office Complex." Funding for the project, \$949,399.00 will be provided by trust funds from AFRC Matson Funds and DOT Kapalama Monies. Use of these funds for this project were previously budgeted by the Division of Aquatic Resources (DAR) in the set-up of both of Trust Funds.

Project Description

The purpose of this project is for the State of Hawaii, Department of Land and Natural Resources, Division of Aquatic Resources, to procure six trailable portable office modules configured into a single structure office complex measuring 72 feet in length and 60 feet wide, to be installed on-site at the Anuenue Fisheries Research Center (AFRC). Each component module will have axles and wheels in order to function as a portable module that can be transported on State roadways if necessary.

The purpose of the portable modular office complex will be to house up to 25 working AFRC field staff assigned to independent work units, their gear, office support equipment and working

functional units. Additionally, this structure will provide an interim restroom facility to support the large number of staff working at AFRC until CIP funds can be acquired to build permanent restroom facilities connected to the city's sewer system.

The contract for this project shall be for Goods and Services Based Upon Competitive Sealed Bids. It has been excluded from Construction by justification that vendor to be awarded, will be delivering and setting up the produced portable modules, and no site prep will be done by the Contractor.

Williams Scotsman, Inc. (DBA Hawaii Modular Space) will be delivering fully functional portable office modules to be installed at Anuenue Fisheries Research Center, located at 1039 Sand Island Parkway, Honolulu, Hawaii 96819. The portable modular office complex will be placed within an existing gravel and fill parking lot. The structure will have approximately 3,600 square feet in internal modular office space and will be outfitted as described in the attached 2Request for Bids (IFB).

Evaluation

Initially, upon the due date for offers to be submitted on HiePRO from interested vendors on April 2, 2019 at 3:00 p.m. (HST), DAR received two offers that were both over the total maximum amount allocated for the project, from Hawaii Modular Space and Hawaii Works, Inc. In accordance with Chapter 103D-302, HRS, after receiving approval from the DAR Head of Purchasing Agency (DLNR Chairperson), DAR was able to negotiate with the lowest offeror (Hawaii Modular Space) by reducing the scope of work to bring their offer within the available funds.

Based upon the outcome of the negotiation and review of the submitted supporting documents, DAR's Evaluation Committee for this project has determined that Hawaii Modular Space is the lowest responsible responsive offeror (\$949,399.00) and shall be the awarded Contractor for the purpose of this project.

In addition, the contract agreement is being prepared for submission to the Attorney General's Office for approval as to form. The Department is aware implementation of the contract is dependent upon receipt of all required approvals, as well as availability of funds, and that additional funding restrictions may occur at any time.

Chapter 343 - Compliance with Environmental Law:

After reviewing §11-200-8, HAR, including the criteria used to determine significance under §§11-200-1 and 5, HAR, DLNR has concluded that the activities under this contract would have no significant effect on the environment and that approval of the contract agreement is

categorically exempt from the requirement to prepare an environmental assessment. See Agency's Determination of Exemption (attached) from preparation of an environmental assessment.

RECOMMENDATION:

Based on the attached proposed declaration of exemption prepared by the Department after consultation with and advice of those having jurisdiction and expertise for the proposed actions under the contract:

1. That the Board declare that the actions which are anticipated to be undertaken under this contract will have little or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Upon the finding and adoption of the Department's analysis by the Board, that the Board delegate and authorize the Chairperson to sign the declaration of exemption for purposes of recordkeeping requirements of Chapter 343, HRS, and Chapter 11-200, HAR.
3. That the Board authorize the Chairperson to negotiate such terms and conditions to best serve the interests of the State and, subject to necessary approvals, enter into a firm fixed-priced contract for goods and services based upon competitive sealed bids with Williams Scotsman Inc (DBA Hawaii Modular Space), to deliver and install produced portable modules to AFRC to house up to 25 working AFRC field staff assigned to independent work units, their gear, office support equipment and working functional units.

Respectfully submitted,



Brian J. Neilson
Administrator

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE
Chairperson

Attachment: Anuenue Fisheries Research Center Portable Modular Office Complex IFB with Addendums, Bid Abstract, Request for Approval for Negotiation, Evaluation Committee Information, Bid Evaluations, Evaluation Summary, and Declaration of Exemption for Contract Actions Under HRS Chapter 343 and HAR Chapter 11-200.

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawaii 96813

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Respectfully submitted,



Brian J. Neilson
Administrator

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE
Chairperson

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Division of Aquatic Resources

REQUEST FOR BIDS
No. IFB-2019-01

OFFERS
FOR
**ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 12:00 PM (HST) ON

MARCH 25, 2018

ELECTRONICALLY THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO BRIGETTE R. AGUSTIN or designee, Phone: (808)587-2271; EMAIL: BRIGETTE.R.AGUSTIN@HAWAII.GOV. Office fax: (808)587-0115.



Brigette R. Agustin,
DAR Procurement Officer

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Division of Aquatic Resources (DAR) is requesting proposals for a fully functional portable modular office structures to be delivered and installed at DAR's Anuenue Fisheries Research Center (AFRC), located at 1039 Sand Island Parkway, Honolulu, Hawaii 96819. The structure will be approximately 3600 square feet in internal modular office space and be outfitted as described. Any award will result in a contract by DAR for production and installation of the portable modular office structure at AFRC by the delivery date.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

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

1.4 IFB SCHEDULE AND SIGNIFICANT DATES

This schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as “Proposal Due deadline” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the IFB Schedule and Significant Dates shall be reflected in and issued in a mutually signed upon addendum. The approximate schedule is as follows:

Release of Request for Proposals	2/21/19
Site Inspection: REQUIRED FOR BIDDERS	3/8/19; 10:00 AM
Due Date to Submit Questions	3/12/19; 12:00 PM
State’s Response to Questions	3/19/19; 12:00 PM
Offer’s Due Date/Time	3/25/19; 3:00 PM
Notice of Award	4/8/19
Contract Start Date	As determined by the Notice to Proceed

1.5 QUESTIONS ON IFB

The purpose is to provide Offeror an opportunity to submit written questions about the procurement.

All questions shall be submitted by the due date specified in Section 1.4 *IFB Schedule and Significant Dates*, as amended.

If you are interested in receiving updates and responses to questions about the IFB, submit your name and email address to brigitte.r.agustin@hawaii.gov.

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

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW

The purpose of this project is for the Department of Land and Natural Resources, Division of Aquatic Resources, State, to procure trail-able portable office modules configured into a single structure measuring 72 feet in length and 60 feet wide, of approximately 4320 square feet (i.e. each component module will have axles and wheels in order to function as a transportable module that can be transported on State roadways if necessary), internal space once put together on-site at AFRC (and consisting of six (6) 60' x 12' 3modules connected together as shown in Attachment 2).

The purpose of the modular office structure will be to house working AFRC field staff assigned to independent work units, their gear, office support equipment and working functional units.

The modular office structure will contain specific features as outlined below. Note: building does not need fire sprinkler or fire alarm system.

Once delivered and assembled on-site at AFRC, DAR will be responsible for maintaining and operation of the modular office structure.

2.2 PROJECT OBJECTIVES

Some of the key features to be incorporated into the assembled modular office structure are included in the table below.

Additionally, the attached REQUIREMENTS MATRIX provides DAR's modular office requirements in more detail. The matrix is formatted for a response to each requirement. All proposals should include a completed and detailed matrix with the appropriate response for all requirements. Note there are several tabs on the matrix which should be addressed.

Objectives	Deliverables
Fabricated portable modules that can be attached/assembled together to form a single modular office building-diagram attached.	Six 60'l x 12'w x 9.6'h modules; all modules with axles and wheels capable of transport on State roads individually. Once attached together on site, wheels should be removed and modules should rest atop stable concrete support blocks with hurricane straps. All concrete blocks, roof and external walls, doors, windows, should be sealed against water and salt (sea spray) penetration.
Provide uniform rooftop that can support off-grid photovoltaic energy for the entire facility.	Rooftop will be uniform and placed (built) atop assembled modules on-site. Rooftop will be able to support the weight and installation of large solar panels and support brackets across its entirety. The modular building's electrical system will need to be able to support an off-grid photovoltaic (PV) electrical system to be installed immediately after construction by an outside PV contractor (separate solicitation and funding). with battery storage. Building will have 4320 sq. ft minimum of roof space in extremely high sun area. Building will have a dedicated electrical room. Estimate daily electrical needs around 120,000+ watts.
Provide users with appropriate sanitary restroom facilities within their work environment, differentiated for male and female use.	Two enclosed ADA restroom areas (designated for separate male and female use), each with two toilet stalls (one ADA) plumbed to underneath the structure and contained within toilet stalls with a lockable door. Sinks in each restroom plumbed to underneath the structure. Men's restroom will also contain a wall-mounted urinal. All flooring will be solid and waterproof.
Kitchenette area for staff to prepare and consume meals and snacks during breaks.	Kitchen will contain countertops with splashguards as shown. Two double stainless steel sinks plumbed to underneath the structure.
Enclosed offices for staff	Six enclosed offices of sizes as shown. All offices have USB electrical ports, data jacks and floor outlets. All offices have independent light switches and door locks.
Provide a large room for staff meetings, Skype meetings, and small conferences.	Meeting room will be able to support a minimum of 20 people, with digital projection and video conference capability. Separate WiFi capability for this room supplied through data jacks. Walls lined with noise absorbing panels. Three (3) in-floor electric plugs with USB ports.
Air conditioned internal working environment.	Assembled modular facility will have central AC capability with AC vents in each office, enclosed space and open areas as shown.

2.3 SCOPE OF WORK

Adequate office and enclosed work space for AFRC functional units (Aquatic Invasive Species Field Team, the Coral Restoration Nursery) which can be located on-site at AFRC shall be in accordance with this IFB, including its attachments and any addenda.

The Offeror shall perform all necessary tasks to fabricate, deliver and install on-site at AFRC one (1) modular office structure in conformity with the detailed requirements provided in the requirements section of this IFB, including modular

site preparation (only the area that the modular building will be placed). The deliverables shall be acceptable to the DAR Project Team and completed in a timely manner.

The scope of work includes meeting all the detailed requirements as set forth in the Requirements Matrix Section, Attachment 1.

2.4 OFFEROR'S QUALIFICATIONS

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

Offeror shall meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. Offeror shall also be Compliant of rules and regulations through Hawaii Compliance Express (HCE). Offeror shall pay prevailing wage for on-site work.

Offeror shall be Licensed General Contractor in the State of Hawaii.

Offeror shall provide the following background information:

- i. Contact information
- ii. Number of years in business
- iii. Number of customers
- iv. Number of employees
- v. Services available
- vi. Three references
- vii. History of the proposed product
- viii. Development Strategy
- ix. Current version of product
- x. Company's local office
- xi. Company's local partner

Fabricator:

1. Fabricator has been in the business of fabricating portable modular offices for a minimum of ten (10) years and has developed modular offices that meet the minimum requirements for this project.

2. Fabricator shall provide structural engineered plans, including modularized to scale floor plan and material specification.
3. Version of portable modular office being proposed has been in production for a minimum of two (2) years.
 - a. Please include reference contacts for this version produced.
4. Please provide a list of pertinent certifications that the project team members possess for their respective areas

Transporter:

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

Assembler:

6. Proposed Assembler has managed at least two (2) assembly projects involving multiple modular office units of the sizes and complexity listed for this project within the last five (5) years.
 - a. Please provide a list of reference contacts for these two (2) implementations.
7. Proposed Assembler has the capability to assemble and install the modular units within the 4320 square foot footprint at AFRC.
8. Assembler to be Licensed Subcontractor or Licensed General Contractor in the State of Hawaii.

2.5 OFFEROR'S RESPONSIBILITIES

1. Perform all tasks to successfully and fully implement the portable modular office.
2. Issues brought to the Offeror's attention must be addressed within twenty-four (24) hours.
3. Selected Offeror must provide periodic project update briefings to DAR Project Team.

2.6 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor project progress through status meetings, status reports, and project schedules.

3. Clear area for delivery of on-site of the modular office structure.
4. Issue payment to Contractor upon receiving acceptable deliverables and appropriate invoices.

2.7 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract to commence work on this project. The term of the contract shall be for a four (4) months period starting on the official commencement date of the Notice to Proceed. The contract may be extended on a month to month basis if mutually agreed upon in writing prior to contract expiration. The extension shall be No Cost Extension, only time.

2.8 CONTRACT ADMINISTRATOR

For the purpose of this contract, Brigette R. Agustin (808) 587-2271, or designee is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations, permits, that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the IFB, Offeror shall notify the Division of Aquatic Resources in writing prior to the deadline for written questions as stated in the IFB *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the IFB by addendum, and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

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 IFB. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offeror is advised that they are liable for the Hawaii GET at the current 4.712 %. 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. number, and Hawaii General Excise Tax License I.D. number in the space provided on Offeror Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror shall pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this IFB in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the

proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

3.8.1 One of the objectives of this IFB is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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

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

3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this IFB and any subsequent addendum. Any

proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the IFB or in any subsequent addendum may be rejected without further consideration.

- 3.9.2** Offeror Form, OF-1. OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Bid Form, BF-1 (SECTION SEVEN, ATTACHMENT 1). Failure to do so may delay proper execution of the Contract.

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

- 3.9.3** Offeror Form, OF-2. Pricing shall be submitted on Offer Form, OF-2 (SECTION SEVEN, Attachment 2). The price shall be an all-inclusive cost, including the all taxes, to the State. Any unit prices shall be inclusive. Contract shall be Fixed Price.

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1** Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this IFB.
- 3.10.2** Include a signed Bid Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3** If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4** Provide all the information requested in the IFB in the order specified.

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

a. Transmittal Letter

See SECTION SEVEN, Attachment 1, Offeror Form, OF-1.

b. Experience and Capabilities:

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

c. Completed **REQUIREMENTS MATRIX** including proposed solutions ability to meet DAR's requirements. All requirements shall be addressed.

d. Pricing.

See SECTION SEVEN, Attachment 2, Offeror Form OF-2.

3.11 RECEIPT AND REGISTER OF BID PROPOSAL

Proposals will be received and receipt verified by two or more State personnel officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to the public inspection upon posting of award pursuant to section 103D-701, HRDS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State 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.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

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

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be

permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

SECTION FOUR

EVALUATION CRITERIA

4.1 RECEIPT AND REGISTER OF BID PROPOSALS

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

4.2 WEIGHTING AND EVALUATION OF BID PROPOSALS

Total non-cost and cost weighting factors equal 100%. Proposals will be evaluated relative to price, ability to meet technical specifications and timetable, past performance on similar projects and ability to work in Hawaii. Projects such as this one that involve heavier impact on the State's role as steward of the public trust bear heavier consideration for higher quality of contractor abilities. Examples of such factors are listed below:

- 1) Special materials (See Attachment 1)
- 2) Reconstruction conditions (Issues Associated with a Portable Building Made-up of Attached Modules)
- 3) Unique features (See Attachments 1 & 2)

- 4.2.1 **Scheduling [10%]** Ability to design, fabricate, transport, deliver and assemble on-site within the specified timeline.
- 4.2.2 **Cost [30%]** Comparison of the quality of the components versus the cost.
- 4.2.3 **Recent and Relevant Evidence of Previous Similar Projects in Hawaii [10%]**
- 4.2.4 **General Qualifications [20%]**
- 4.2.5 **Past Performance of Contractor/Subcontractor [10%]**
- 4.2.6 **Contractor's Technical Approach to This Particular Project, Including Diversity and Resources [5%]**
- 4.2.7 **Contractor/Subcontractor's Staffing for this Particular Project Indicative of Their Ability to Provide Qualified Professional Management and Craft Personnel [5%]**
- 4.2.8 **Meeting Technical Specifications [10%]**

Attachment 1: REQUIREMENTS MATRIX

All proposals will include the following components built in relative to the proposed layout diagrams in Attachment 2:

Area	Component	Deliverables	Notes
External	Walls	Weatherized, concrete composite sided (i.e. Hardi-panel or equivalent), and painted uniform color (tan or other neutral color) heat resistance. Where fastening hardware (example: nails) is used externally, stainless steel will be used if available.	Other weatherized external wall materials highly resistant to sea salt and sun can be proposed.
External	Skirt	Solid skirt (3' t) around structure, same material as above, same color. Skirt can be 6" above grade.	
External	Access Doors on Skirt	One access door on trailer #F (short side, facing harbor) located mid-trailer. One access door on trailer #A (long side) located mid-trailer to access sewage pump-out pipe.	All access doors to have stainless steel hardware (latches, hinges, etc.).
External	Roof	Designed to hold PV panels across its entirety. Shingled and sloped slightly towards the south. Roof will be waterproofed and high wind resistance, i.e., hurricane standards. Roof load will be designed to hold high-efficiency solar panels across its entirety.	Other roof designs acceptable as long as minimizes water pooling on roof and maximizes solar exposure for panels.
External	Roof	Single aluminum or vinyl gutter system running along the south facing (lowest edge) of the roof line with drainage at each end.	Dependent on final roof design.
External	Main Entryway	All-weather, rust-resistant ADA entry ramp with switchback as shown attached to Module B. Ramp cannot extend beyond the building footprint on the Diamondhead side of the building (as shown).	Proper railing and structural supports. Railing should be removeable along the top Ewa side of the ramp near the door. ADA Ramp needs to accommodate presence of AC units on building side.
External	Placement Support	Modules will be secured in place with wheels removed (and stored). Galvanized steel piers (jackstands).	Modules should be secured and level atop concrete paving blocks. Concrete blocks sealed with concrete sealant.
External	Hurricane Straps	Heavy duty straps to secure all modules in place, must withstand winds up to 110 miles per hour.	Straps should be stainless steel if available.
External	Electrical Outlets	Covered shielded outdoor outlets mounted as shown in Attachment 2. Roof outlets mounted 12" below roof line. Other outlets mounted at least 20" above the wall base.	
External	Security Lights	Single (1) twin security lights (LED), motion-activated at night (off during day), mounted above and to the side of the main entry external doors as shown in Attachment 2.	Lights should be weather-resistant.

External	Freshwater Input	Underneath the right-side end of trailer #F, single freshwater input line plumbed to all sinks, and toilets (Cleaning closet, Water Quality Room, Kitchen, and Men's and Women's Restroom). Line should dead-end under Trailer #F on the right-side end of the trailer, underneath in such a way as to allow hook-up to an external water line. Incoming freshwater plumbing should be ¾" to 1" diameter.	All open plumbing pipes under trailers should be capped for future hook-up.
External	Sewage Holding Tanks	Installed underneath trailers and connected to toilets, shower drains and Water Quality Room/restroom sinks. Sewage tanks should be connected directly together and fit under trailers and between axles, connected together with a pumpout line and cover emerging before the skirt access door for pumpout services located on Trailer #A. Materials and plumbing must meet health and safety requirements. Minimum of four 250-gallon storage tanks.	If a cage is inserted under the ADA ramp to house the pumpout pipe for external pumpout access, will need to extend the pumpout pipe.
External	Decks	Two (2) decks as shown (24' x 20' and 12" x 20'). Decking will be composite plastic wood (Trax or equivalent) secured to trailer frames with extended roof over deck as shown. Railings on exposed surfaces with openings for stairs (to be added later outside of this action).	Hardware used should be stainless steel if possible.
External	Decks	Two solar vent fans in the roof of the main deck as shown.	Vent fans should have sealed edges to prevent leakage.
Meeting Room	Windows	Two (2) picture windows (approximately 6' w x 5' t or similar), double paned, fixed glass vinyl windows filmed with mirror one-way film, non-opening and sealed.	All windows are non-opening.
Meeting Room	Doors (Internal and External)	Double internal door, solid core with Astragal (or other sound barrier), keyed lock, opens outward. Double external solid core doors, drip-covered, auto-door closer on both doors; keyed with handle and deadbolt locks, opens outward.	Doors can be metal or wood but should be painted with durable outdoor paint to protect against wear and rust. Mounting hardware should be stainless steel for external doors.
Meeting Room	Floor Outlets	Three (3) floor outlets spread equally of the center of the floor lengthwise, each outlet covered, i.e. not exposed-flip covered, consisting of four electrical sockets and USB ports each. Three (3) data jacks installed: one on floor near USB port, one on inside wall near wall outlet, third one atop counter near USB outlet.	
Meeting Room	Digital Projector Mount	Ceiling outlet and universal mounting port for ceiling mounted digital projector; located central ceiling 2/3 distance from projection wall (opposite outside doors).	
Meeting Room	Sound-proofed Wall	2 x 6 with insulation (i.e. Sound-absorbing) wall on internal-facing wall. Ability to mount two large display monitors on internal wall next to each other.	
Meeting Room	WiFi Ceiling Mount	Ceiling outlet and mounting port for WiFi router	Position should not interfere with digital projector but should

			provide coverages for entire meeting room
Meeting Room	Countertop & Cabinetry	Two (2) connected countertops (forming L-shape); one approximately 7' long x 20" wide, one 4' to 5' long x 20" wide, as shown. Hanging and floor cabinets to match countertop as shown. Three (3) USB electrical outlets mounted directly above countertop splashguard.	
Hallway Outside Meeting Room Adjacent to Women's Restroom	Water Bottle Refilling Station/Water Fountain, Wall Mounted	One (1) combination water bottle refilling station/water fountain (Elkay EZH2O LZS8WSLP Next Generation Water Bottle Refilling Station, Wall Mount, Gray; or similar) attached to the wall at appropriate height. Water line connected to Women's Restroom water line and drain connected (with trap) to second holding tank.	
Hallway Outside Office #2	Countertop & Cabinetry	One (1) countertop approximately 6' long x 20" wide. One USB, data port and two electrical outlets above splashguard, one floor outlet. Hanging cabinet to match countertop as shown (one (1) 6' long hanging cabinet).	
Water Quality Room	Window	One (1) small (2' w x 2' t) single paned window set in wall next to (left side of) door allowing view of inside of Water Quality room when door closed.	Note: this window is NOT filmed.
Water Quality Room	Air Vent Fan	Small air vent fan located above center of room and vented to outside. Air vent fan on/off hooked into light switch so on when light in Water Quality Room is on, vent fan is on. Vents to outside of building.	
Water Quality Room	Countertop & Cabinetry	Two (2) countertops: one approximately 7'4" long x 20" wide, with a stainless-steel sink inserted into it, as shown; the other approximately 12' long x 20" wide. Sink will have faucet and be plumbed to bottom of structure into sewage holding tanks beneath module. No front crossbars on countertops. Hanging and floor cabinets to match countertop as shown.	
Water Quality Room	Electrical	One USB and four (4) regular electrical outlets mounted directly above countertop splashguards. One floor outlet below countertop on far-right side as shown.	
Water Quality Room	Flooring	Commercial grade sheet vinyl sheet flooring (or equivalent). 4" rubber baseboards. Any seams are to be welded shut.	
Hallway Workspace (Adjacent to Water Quality Room)	Countertops & Cabinetry	Two (2) countertops: one approximately 5' to 6' long x 20" wide along the Water Quality Room outside wall; hanging cabinets to match countertop as shown (one (1) 12' long hanging cabinet, and one (1) short 3' hanging cabinet. The other countertop is approximately 12' long x 20" wide. No front crossbar supports on countertops.	
Hallway Workspace (Adjacent to Water Quality Room)	Electrical	Total of four (4) USB electrical outlets. Two (2) USB electrical outlets and one data port mounted directly above countertop splashguards and equally spaced atop each countertop. One floor outlet below each countertop as shown.	
Hallway Workspace	Countertops & Cabinetry	Two (2) countertops: both approximately 12' long x 20" wide and opposite each other. Hanging cabinet is a	

(Adjacent to Kitchen)		continuation of hanging cabinet along one wall from kitchen as shown. No front crossbar supports on countertops.	
Hallway Workspace (Adjacent to Kitchen)	Electrical	Total of three (3) USB electrical outlets mounted directly above countertop splashguard on countertop opposite side away from kitchen (i.e. countertop against window) and equally spaced atop countertop. Two (2) floor outlets below each countertop.	
Kitchen	Flooring	Commercial grade sheet vinyl sheet flooring (or equivalent). 4" rubber baseboards. Any seams are to be welded shut.	
Kitchen	Countertops & Cabinetry	Three (3) countertops: one approximately 13'4" long x 20" wide; one approximately 12' long x 20" wide with a two (2) independent stainless steel double sinks inserted into it, as shown; the third countertop is approximately 7' 4" long x 20" wide. Sinks will have faucets and access for installation of garbage disposals to be plumbed into sewage holding tanks beneath module. No front crossbars on countertops. Hanging and floor cabinets to match countertops as shown.	
Kitchen	Electrical	Two (2) independent floor outlets with on/off switches (for garbage disposals), one under each sink with switches mounted to the left on floor cabinet sidewalls. Three (3) quadruple wall outlets mounted directly above splash guard and spaced equally atop long countertop as shown (with one on the far-right side). Three (3) wall outlets along right wall with no countertops, spaced equally.	
Kitchen	Freshwater Plumbing	In addition to the water line leading to the sinks, an additional small water line should dead end with a valve above the floor (or out of the wall) on the far-right side of the kitchen. This line will be used by us to install two (2) small water lines, one to each of the two full-size refrigerators to be installed along this wall.	
Electrical Room	Electrical Panels/Boxes	Circuit breakers and other electrical control panels for the entire modular facility on one side of the room. Outer wall space for electrical inverter and other controls for a PV roof system.	
Electrical Room	Electrical Outlets	Quadruple wall outlets and data port.	
Electrical Room	Telecom Board & Punchdown Block	Telecom board and punchdown block(s) mounted on inside wall.	
Project Area	Countertops & Cabinetry	Three (3) countertops: one approximately 12' long x 20" wide along the outside wall; hanging cabinet to match countertop as shown (one (1) 12' long hanging cabinet). The other countertop is approximately 6' long x 20" wide. A third countertop located near the Ewa deck exterior door would be 16' long by 20" wide. No front crossbar supports on countertops.	
Project Area	Electrical near Countertops	Total of three (3) USB electrical outlets mounted directly above each countertop splashguard and equally	

		spaced atop countertops. Two (2) floor outlets below outside wall countertop.	
Project Area	Data Ports	Multiple data ports will be installed for wall mounted monitors and a WiFi system as shown.	
Cleaning Closet	Flooring	Commercial grade sheet vinyl sheet flooring (or equivalent). 4" rubber baseboards. Any seams are to be welded shut. Floor slightly sloped towards central floor drain located as shown. Floor drain connects to kitchen drains to holding tanks.	
Cleaning Closet	Cabinetry	One (1) 4' to 5' long hanging cabinet mounted high within the closet on the side opposite the door. Small utility sink plumbed to freshwater intake, drain plumbed to sewage holding tanks.	
Hallway Near Kitchen	Power/Security Monitors	Monitoring system for PV system and external doors mounted to wall as shown and wired internally. Back-up electrical alarm in electrical room. Data ports as necessary.	
Various Locations, one per module/trailer	AC Control Panels	Each panel should be locked to prevent unauthorized access. All panels should be keyed to a single key.	Should provide a minimum of five sets of duplicate AC panel keys.
Women's and Men's Restroom	Air Vent Fan	Small air vent fans located above each toilet and vented to outside. Air vent fans on/off hooked into light switch in each restroom so on when light in restroom is on, vent fan is on. Vents outside to the upper side of the building.	
Women's and Men's Restroom	Sinks	Two (2) sinks per restroom mounted as shown. Porcelain or Resin Composite (or equivalent) sink basins with Bradley Washbar (or equivalent) auto-on sensor within a single dual station. Plumbed to sewage holding tanks beneath module. Drain with trap to sewage holding tank under each restroom.	Equivalent should be a compact auto sensor soap dispenser, water faucet, hand dryer combination within the sink footprint.
Women's and Men's Restroom	Toilets	Porcelain tanks and bowls, plumbed to sewage holding tanks beneath module. Two (2) toilets per restroom, each with a solid plastic or stainless steel partition and door (uniform coloration); laminate or composite toilet partitions to be either overhead-braced and floor anchored or just floor anchored. Men's restroom will have a wall-mounted porcelain urinal as shown. Auto-flush sensor mechanism with manual push button back-up for each.	One (1) of the two toilet stalls in each bathroom will meet ADA requirements.
Women's and Men's Restroom.	Toilet tissue dispenser	Women's restroom toilets will have one (1) Dual Access Seat Cover and Toilet Tissue Dispenser with Sanitary Disposal for each stall mounted on partition. Men's restroom toilets will have one (1) Dual Access Seat Cover and Toilet Tissue Dispenser for each stall mounted on the partition.	
Women's and Men's Restroom	Vanity	Vanity fixed tilt mirror with shelf mounted above each sink station.	

Women's and Men's Restroom	Cabinets	One (1) small (approximately 2' w x 2' t) cabinets in each restroom mounted as shown. Wood and/or uniform coloration.	
Women's and Men's Restroom	Floor	Commercial grade sheet vinyl sheet flooring (or equivalent). 4" rubber baseboards. Any seams are to be welded shut.	
Electrical	Roof-top Penetrations	All penetrations will be completely sealed. Roof will be flashed and waterproofed.	
Electrical	Solar Panels	High Efficiency panels (i.e. 327 watts or higher; Maxeon® solar cells or equivalent) to cover approximately 3600 square foot roof.	Target 150,000 watts NOTE: FOR INFORMATION ONLY: TO BE COMPLETED BY ANOTHER OUTSIDE CONTRACT
Electrical	Batteries	Tesla Powerwall or equivalent.	NOTE: FOR INFORMATION ONLY: TO BE COMPLETED BY ANOTHER OUTSIDE CONTRACT
Electrical	Inverter	To be located inside the Electrical Room.	NOTE: FOR INFORMATION ONLY: TO BE COMPLETED BY ANOTHER OUTSIDE CONTRACT
Electrical	Energy Consumption Monitor	To be located in hallway across from Main Deck door (and near kitchen). Wall-mounted monitor to allow for monitoring and adjustment of solar system, batteries, etc.	NOTE: FOR INFORMATION ONLY: TO BE COMPLETED BY ANOTHER OUTSIDE CONTRACT
General	Structural Materials	All wood used for structural and roofing materials should be documented as having been treated preventively for termite damage.	Cosmetic moldings, etc. should also be treated against termites where possible.
General	Internal Walls	Material should be vinyl-wrapped sheetrock (gypboard) resistant to marks and heavy use. Should be insulated or have other properties to maintain internal room temperature in a high sun environment.	
General	Data Ports	Located in each office, meeting room, Project area and counter top work areas as shown. Data ports (i.e. data jacks) cabled back (through wall and ceiling) to electrical room and telecom board/punchdown block(s). Certain rooms (Offices #2, 3, 4, 5, & 6, the Meeting Room, Project Area and the Hallway Workspace Adjacent to the Water Quality Room) all have multiple data ports as shown.	
General	Internal Wiring	In wall/ceiling wiring for dataports will be Plenum Cat 6 cable.	
General	Doors	Open as shown. All doors properly framed. Two (2) external, solid core, single doors (one (right side entry) with a window (one-way mirror filmed) in it) and two (2) external, solid core, double doors (Meeting Room and Entryway; one set (Entryway) with windows (one-way mirror filmed) in it). All doors keyed as shown in	Color matches external wall color? Need to provide 5 duplicate copies of Exterior meeting room door key (Both handle and

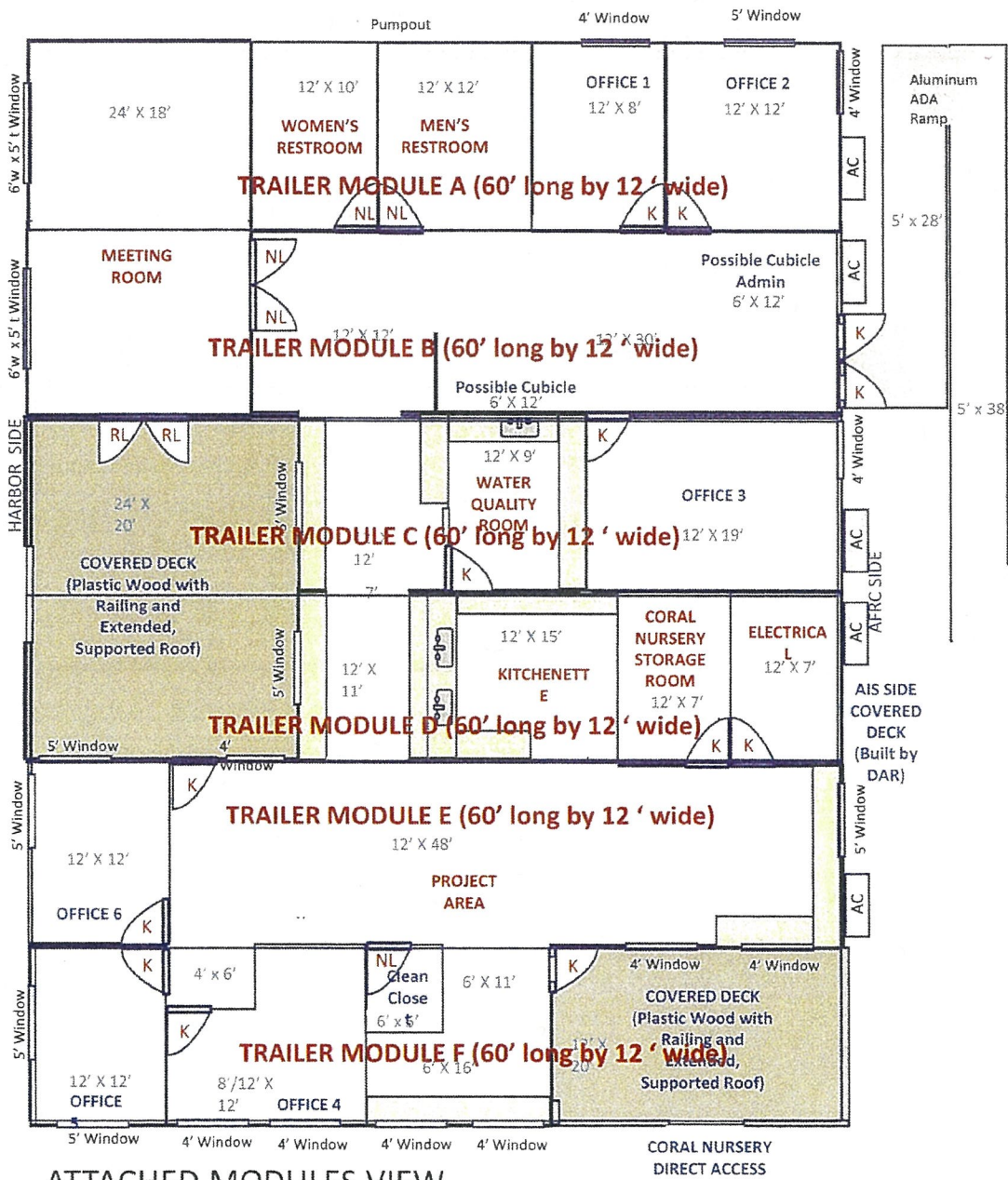
		diagram. External doors to be fiberglass and drip-covered. Auto door-closers on all external doors and restroom doors. Twelve (12) single internal doors (hollow core): 6 offices, 1 Water Quality Room, 1 storage room and electrical room with separate keyed locks, 4 inside doors (meeting room, men's/women's restrooms, and cleaning closet) with no locks. All doors have mounted door stop. Main external entry doors and the Ewa Deck Exterior door to each have windows approximately 24" squared inset with on-way mirror film.	deadbolt locks keyed to a single key). All exterior door hardware to be stainless steel.
General	Key System for Doors	Electronic (Can be battery) door key system as used in hotels with plastic key cards and a single unit to code cards. Outside entry pads shall be housed within a plastic cover.	Need to provide a minimum of 35 plastic card keys plus coding unit. Unit should be able to code a number of master card keys that open all doors in addition to restrictive card keys that open only select office and entry doors.
General	Windows	Eight (8) 5'w x 3't solid (non-opening) double-paned windows – one-way mirror filmed; Ten (10) 4'w x 2't solid (non-opening) double-paned windows – one-way mirror filmed; One (1) 2'w x 2't solid (non-opening) single-paned internal window (Water Quality Room), non-filmed.	All windows are non-opening, fixed glass vinyl windows.
General	Air Conditioning	Five (5) wall mounted, heavy duty AC units with central air vents throughout. One (1) lockable main control panel mounted per module. All AC units mounted on the same side of assembled building. AC ducts and vents leading to each area as shown.	
General	Flooring	All flooring with quarter round baseboard (i.e. trim and molding). Flooring to be waterproof, sealed seams, mark-resistant, vinyl simulated-wood flooring (or equivalent) with under lying pad (except in restrooms, Water Quality Room and kitchen where Commercial grade sheet vinyl sheet flooring (or equivalent; if seams required, seams will be welded) and 4" rubber baseboards or equivalent, will be used). Vinyl planks should be 5mm thick minimum.	Quarter round baseboard should be same material and color as flooring.
General	Plumbing	All sub-floor plumbing leading to the sewage holding tanks must have valves, traps, or other mechanisms to prevent back-flow of material or gases into the modular building.	
General	Exterior Doors	Illuminated Exit Sign to be affixed interiorly above each external door.	
General	Cabinetry	Hanging wall cabinets: wood and/or uniform coloration. Mounted approximately 24" above countertops and approximately 10" – 12" below ceiling. Floor Cabinets: wood and/or uniform coloration; mounted below countertops as shown.	All cabinets will be plastic laminate.

General	Countertops	Plastic laminate (request option on Corian or equivalent). Scratchproof, stain-resistant, uniform (non-white) coloration; mounted 36" high. All countertops with splashguard. No front crossbar supports on countertops.	Countertop material is negotiable.
General	Electrical outlets	Floor outlets mounted 10" – 12" above floor. Wall outlets (doubles unless specified as quadruples) and USB electrical wall outlets mounted 3.5' – 4' above floor (except where noted differently).	
General	Smoke Detectors	Ceiling smoke detectors throughout facility.	
General	Lights	All lights to be LED Fluorescents or LED Panel Lights, ceiling mounted. All offices and rooms have independent lights with switches. All hallways and open areas lights are controlled by four (4) triple switches (one by each hallway external door): one switch controls lights in AIS and Meeting Room hallway area, one switch controls central hallway and kitchen/project area, third switch controls hallway in Coral Nursery hallway area.	
General	Light Switches	All light switches (except triple switches in main hallways next to each external door and light switches in the meeting room) will have motion sensors attached for energy savings. All switches to be wall mounted near doors.	
General	External Doors	All external doors keyed the same; all external doors to have electronic or magnetic sensor to determine if open or closed, connected to central electronic display panel mounted on wall near kitchen as shown.	

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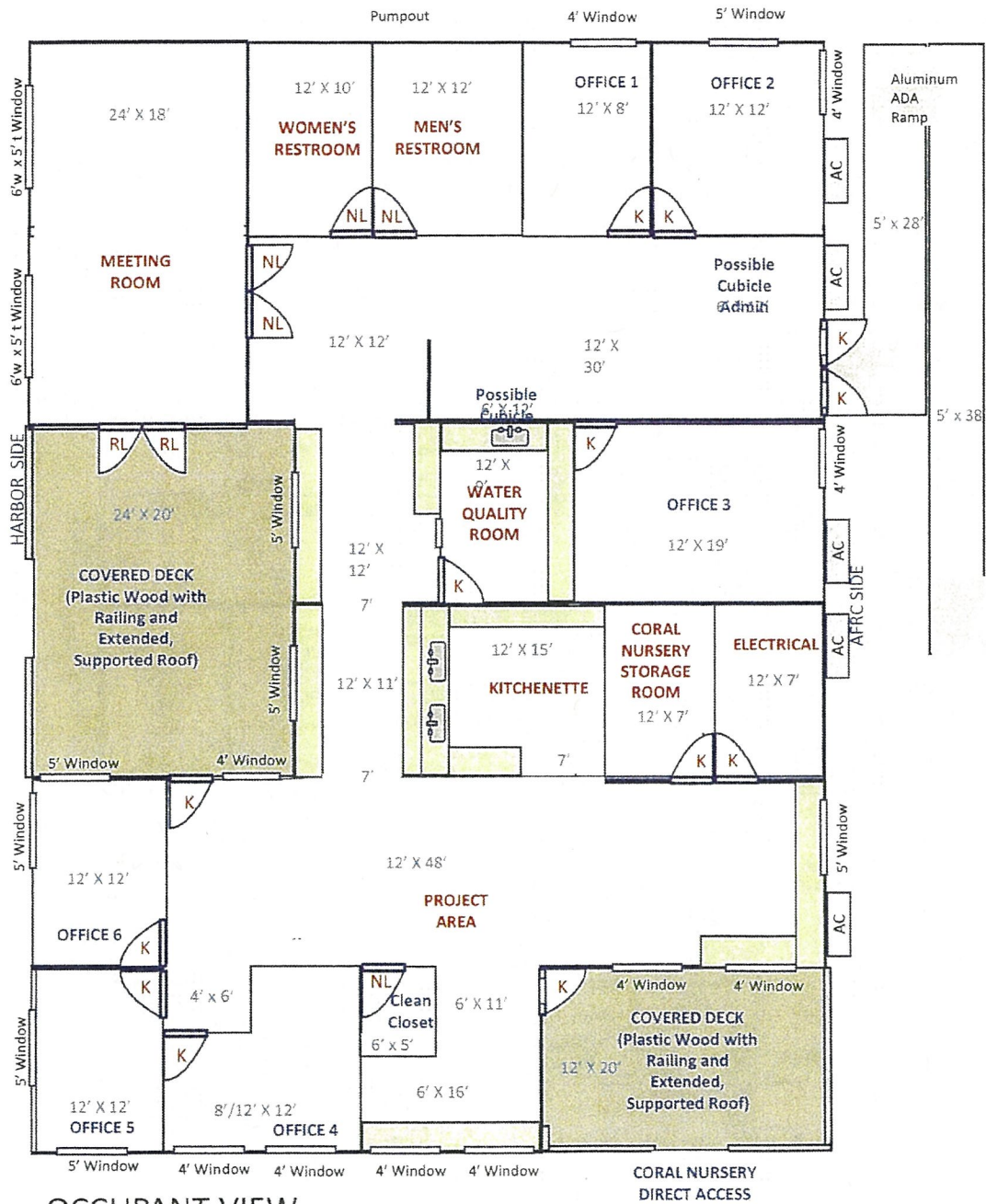
Attachment 2: DIAGRAM OF OFFICE MODULE LAYOUT (NOT TO SCALE)

All proposals will be based on the proposed layout diagrams:



ATTACHED MODULES VIEW

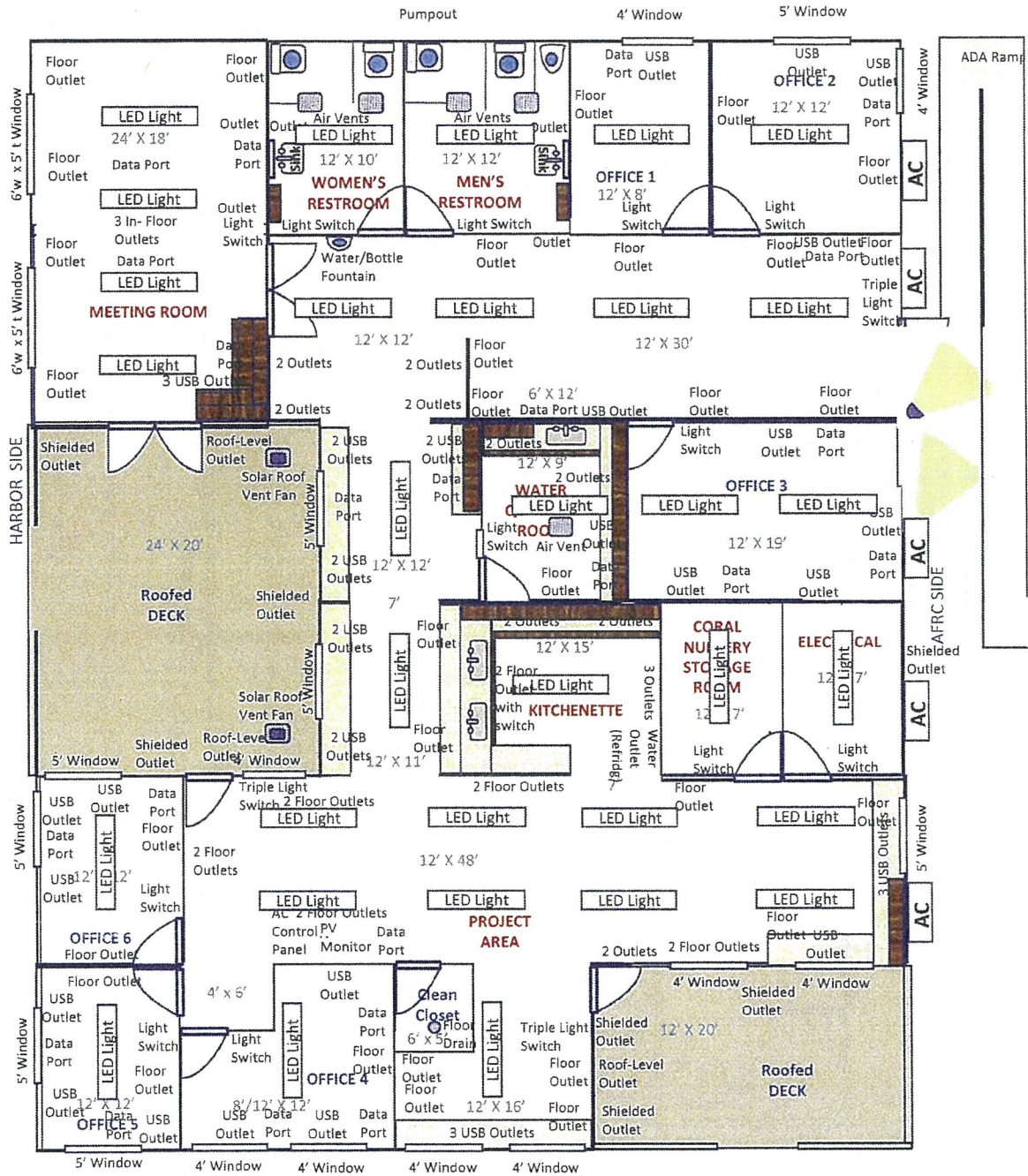
DIAGRAM NOT TO SCALE



OCCUPANT VIEW

Key:
 K = Card Key Entry, Non-locked exit
 NL = Non-locked Door
 RL = Non-Locked Inside, Regular Keyed Entry

DIAGRAM
 NOT TO
 SCALE

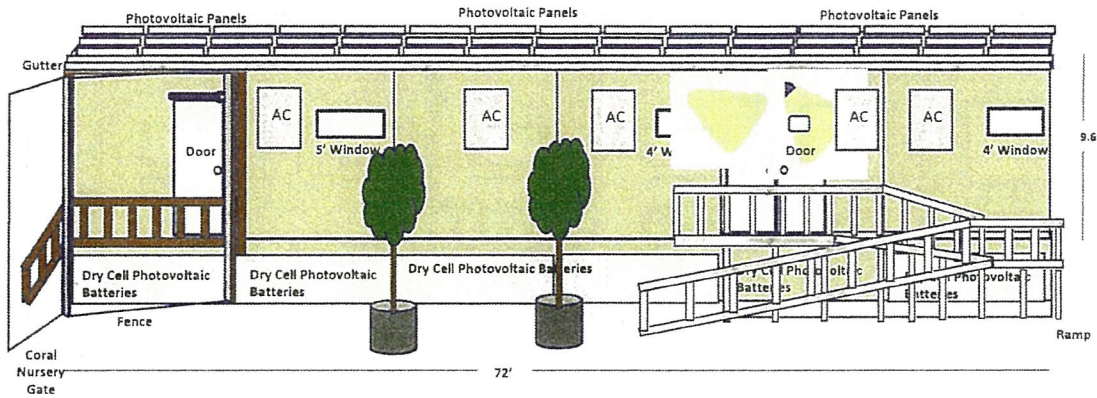


INSTALLATION VIEW

CORAL NURSERY
DIRECT ACCESS

DIAGRAM NOT
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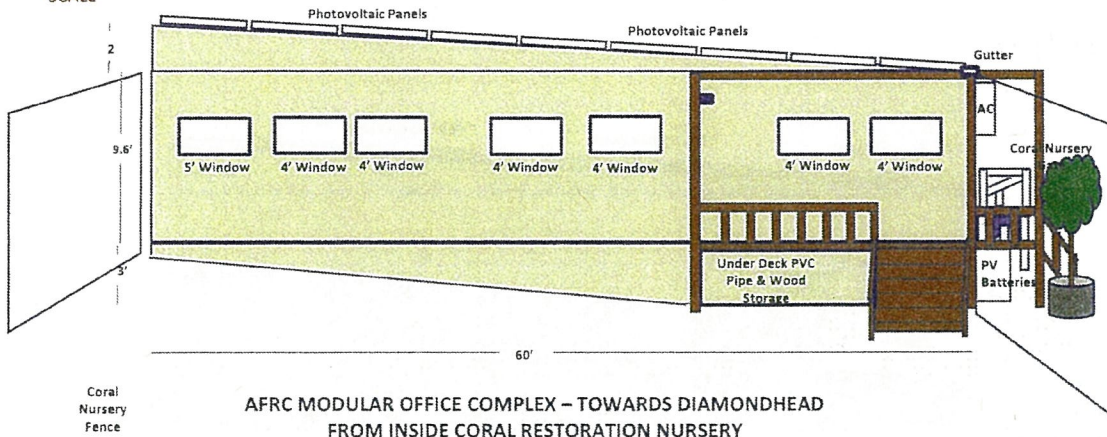
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AFRC MODULAR OFFICE COMPLEX – TOWARDS HARBOR (MAUKA) VIEW

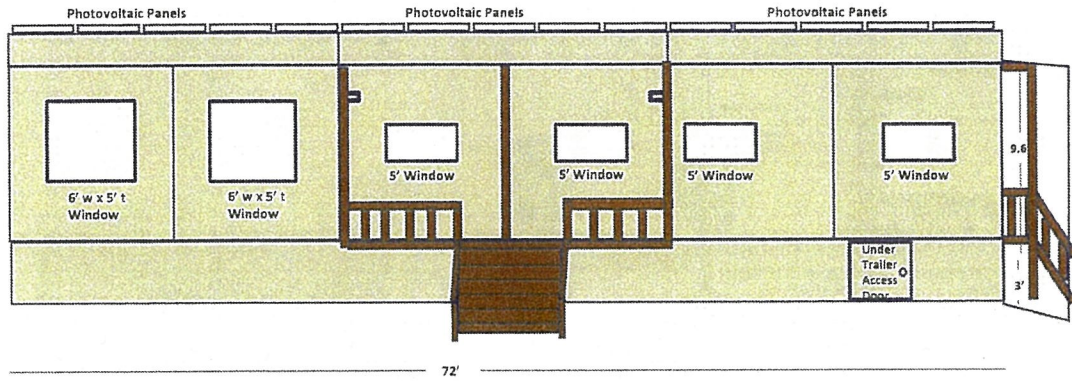
Note: Stairs on
decks would be
added later by
DAR

DIAGRAM
NOT TO
SCALE



AFRC MODULAR OFFICE COMPLEX – TOWARDS DIAMONDHEAD
FROM INSIDE CORAL RESTORATION NURSERY

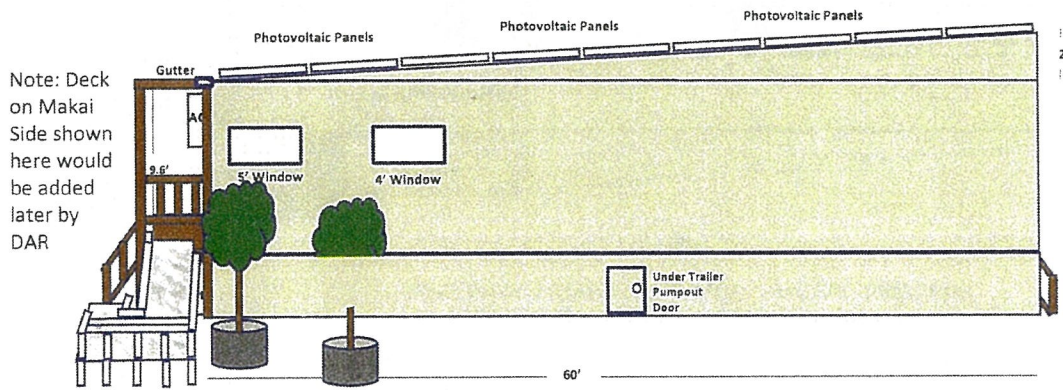
DIAGRAM
NOT TO SCALE



AFRC MODULAR OFFICE COMPLEX – TOWARDS AFRC (MAKAI) VIEW FROM HARBOR

Note: Stairs on decks would be added later by DAR

DIAGRAM
NOT TO SCALE



Note: Deck on Makai Side shown here would be added later by DAR

AFRC MODULAR OFFICE COMPLEX – TOWARDS EWA FROM CABLE COMPANY FENCE

Attachment 3

Procurement Officer
State of Hawaii
Honolulu, Hawaii 96813

The undersigned Offeror has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached and included by reference, the AG General Conditions, Form AG-008, as revised; and hereby submits the following offer to perform the work specified.

The Offeror acknowledges and agrees that by submitting this bid, Offeror is, 1) not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) 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. _____

Federal ID 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.: ** _____
Exact Legal Name of Company (Offeror)

Email Address:

**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 (Corporate Resolution Required).

Attachment 4

OFFER FORM

The following bid is hereby submitted to furnish, deliver and assemble the Modular Office components as specified at 1039 Sand Island Parkway, Honolulu, Hawaii 96819.

<u>Description</u>	<u>Offer Price*</u>
Modular Office Complex:	\$ _____

Authorized Signature

Print or Type name of Authorized Signature

Date

Offeror shall provide the following information:

Office Address:

Contact Person:

Telephone:

E-mail:

*all inclusive costs

EXHIBIT A

Over View of the IFB Process

- A. Solicitation Documents is available for download from the Hawaii Electronic Procurement System (HlePRO)
- B. Offers must be submitted on or before March 25, 2019 at 3:00 PM.
Offers submitted after this time shall not be considered or accepted. It is the responsibility of the offeror to insure delivery on timely manner;
- C. Offer shall be submitted electronically through the Hawaii Electronic Procurement System (HlePRO), on or by item B, above.
- D. Offers shall be opened after the above stated date.
- E. A committee of three (3) shall evaluate the offers by the evaluation criteria as stated in the solicitation.
- F. The selected offeror shall be informed by email attachment of acceptance.
- G. The presentation to the Land Board is required to enter into the contract with the offeror.
- H. Upon Land Board approval, the draft contract shall be reviewed by the State Attorney General for review.
- I. At the time of Award, the offeror shall be compliant to the State Rules and Regulations through the Hawaii Compliance Express (HCE).

EXHIBIT B



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
between
State of Hawaii ("STATE"), by its
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is
and
("CONTRACTOR"), a
under the laws of the State of
and state taxpayer identification numbers are as follows:

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
E. Pursuant to
the STATE is authorized to enter into this Contract.
F. Money is available to fund this Contract pursuant to:
(1)
or (2)
or both, in the following amounts: State \$
Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:
1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared _____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are _____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII
**CONTRACTOR'S
 STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____

(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



Attachment - S1

STATE OF HAWAII
SCOPE OF SERVICES



Attachment – S2

STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE



Attachment – S3

STATE OF HAWAII
TIME OF PERFORMANCE

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. 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, damage, cost, and expense, including all attorneys' 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.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
 - d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
 - e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
 - f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
14. Termination for Convenience.
- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
 - b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
17. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
 - b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

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

**ADDENDUM A
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

February 27, 2019

The following changes are hereby made:

1. Notice to Bid Offers:
 - a. The date of the Notice of Award has changed:
FROM: 4/8/19
TO: 4/26/19

The Notice to Bid Offers also includes Offeror's requirements to be at the time of the Award, compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), and submittal of Form OF-1 and OF-2 to be upload to the State of Hawaii Electronic Procurement System HlePRO.

NOTICE TO BID OFFERS
(103D HRS)

Bids for Solicitation No. **IFB-2019-01** Anuenue Fisheries Research Center Portable Modular Office Complex. Specifications are available for download on the State of Hawaii Electronic Procurement System (HlePRO).

All bids are due by electronic submittal through HlePRO by:

Bids are due: Date: March 25, 2019
Time: 3:00 PM (HST)

Release of Request for Proposals	2/21/19
Sit Inspection: REQUIRED FOR BIDDERS	3/8/19; 10:00 AM
Due Date to Submit Questions	3/12/19; 12:00 PM
State's Response to Questions	3/19/19; 12:00 PM
Offer's Due Date/Time	3/25/19; 3:00 PM
Notice of Award	4/26/19
Contract Start Date	As determined by the Notice to Proceed

This schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If component of this schedule, such as "Proposal Due deadline" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the IFB Schedule and Significant Dates shall be reflected in and issued in an addendum.

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed Form OF-1 and OF-2 uploaded to HlePRO.

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

Should there be any question on this matter, please contact Brigette R. Agustin or designee, Email: brigitte.r.agustin@hawaii.gov.

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**ADDENDUM B
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

March 4, 2019

The following specification shall be amended as follows:

1. Notice to Bid Offerors 2:
 - a. Maximum Total Amount for project

NOTICE TO BID OFFERORS 2
(103D HRS)

The maximum total amount allocated for the Anuenue Fisheries Research Center Portable Modular Office Complex (IFB-2019-01) is \$850,000.00

Should there be any question on this matter, please contact Brigette R. Agustin or designee, Email: brigitte.r.agustin@hawaii.gov.

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NOTICE TO OFFERORS 3

The following changes are hereby made:

1. The purpose of this addendum is to update the specifications to the Pre-offer Conference (Site Inspection).

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Notice To Offerors 3

**Anuenue Fisheries Research Center
Portable Modular Office Complex
IFB-2019-01
Pre-Offer Conference
(Site Inspection)
Specifications**

A pre-offer conference (site inspection) will be held on 3/8/19 at 10:00AM (HST) at 1039 Sand Island Parkway, Honolulu, HI 96819. Every prospective offeror bidding upon the work is expected to visit the site and examine the condition of the site, but attendance is not mandatory.

It will be the offeror's responsibility to be familiar with the job site, existing conditions, and the conditions under which it must be performed.

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

No additional compensation will be made by reason of any misunderstanding or error regarding the conditions at the job site or the amount and kind of work to be performed. Submission of bid shall be evidence that the offeror understands and undertakes to comply with these specifications if awarded the contract.

All questions shall be submitted by electronic submission through the State of Hawaii Procurement System (HlePRO) by the due date to submit questions as specified in the IFB Schedule and Significant Dates, as amended.

The State will respond to questions through HlePRO by the date specified in the IFB Schedule and Significant Dates, as amended.

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**ADDENDUM D
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

The following specification shall be amended as follows:

1. Notice To Offerors 4
 - a. Attendance list for Pre-offer Conference (Site Inspection)

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NOTICE TO OFFERORS 4
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX

The following is the list of vendors who attended the Pre-Offer Conference Site Inspection for the Anuenue Fisheries Research Center Portable Modular Office Complex, held on 3/8/19 at 10:00AM (HST) at 1039 Sand Island Parkway, Honolulu, HI 96819:

1. Container Storage Company of Hawaii, Ltd.
2. Hawaii Works Inc.
3. Williams Scotsman, Inc. DBA Hawaii Modular Space

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ADDENDUM E
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX

The following Notice To Offerors 5 provides answers to the submitted questions on HlePRO regarding the solicitation.

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NOTICE TO OFFERORS 5
Answers To Submitted Questions
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX

Question 1 External-Roof...Adequate roof design cannot be completed without cut sheets and mounting information for the PV panels to be provided and installed at site by others. Without this information, all we can provide at this time is a code compliant roof design. Once documentation is received for the PV panels, the roof design will be verified/adjusted as needed and any additional requirements or cost increases will be dealt with as a change order. How should we proceed with pricing?

ANSWER 1: DAR will be going out to bid for a PV Provider to install panels, supports, inverter, batteries, etc. as a separate contract. We do not currently have cut sheets and mounting information at this time and request that all bidders design their roof structures to be able to support high efficiency, industry-standard PV panels across its entirety.

Regarding pricing, please refer to Section 3.9.3 in the Solicitation Request For Bids, which states that: The price shall be an all-inclusive cost, including all the taxes, to the State. Any unit prices shall be inclusive. Contract shall be Fixed Price.

Question 2 External-Roof...Roof covering as offered will be a TPO membrane roofing material. Shingles will not be adequate for the low roof pitch. Is it okay to price using TPO membrane roofing?

ANSWER 2: TPO-membrane is acceptable. Roofing material needs to be able to provide weather, heat, and water-proofing protection; be wind resistant, and meet industry standards for roofing materials.

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HONOLULU, HAWAII 96813

Question 3 External-Decks...Two solar vent fans in the roof; please provide cut sheets, specs, and information available on the desired fans and explain the purpose and performance required?

ANSWER 3: Solar vent fans would be off-the-shelf (i.e. similar to those sold commercially in Hawaii by Home Depot or Lowes). Their sole purpose here is to pull air through the single deck opening, up and out through the fan to the roof to provide for limited air circulation within the enclosed deck area. They would be solar such that they operate independently only during the day. We are seeking a quality solar fan like Natural Light's 36-watt Solar Attic Fan or the Durabuild 527S-DUB-106-BLK Roof Mount Solar Fan, or equivalent.



Alternatively, we will accept other mechanisms from the bidder on ways to cost-effectively circulate air through the semi-enclosed deck area.

Question 4 Meeting Room-Doors...Internal and External double doors; will a removable mullion be preferred in lieu of an astragal?

ANSWER 4: A removable mullion is acceptable as long as the materials used are of the same durability and quality as the rest of the doors, and as long as they do not interfere with the external door locking mechanisms.

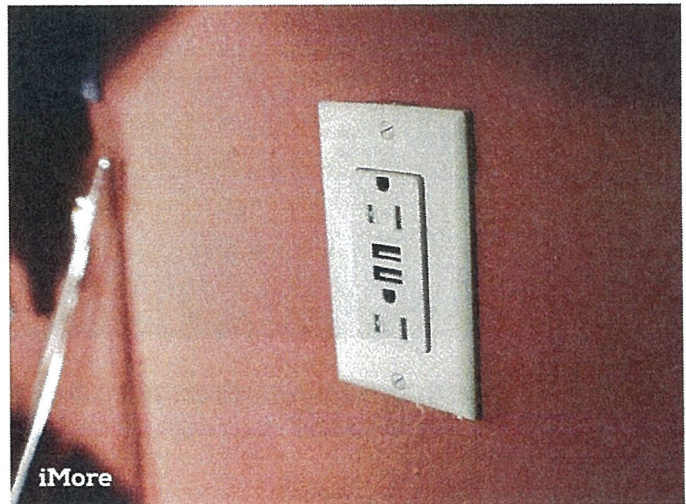
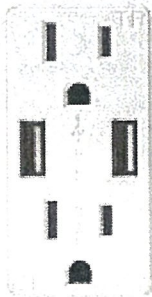
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DIVISION OF AQUATIC RESOURCES
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Question 5 Electrical Room-Telcom Board and Punch down Block...we will provide a plywood mounting board if specs are provided (size, thickness, material). What is the specs for the plywood mounting board?

ANSWER 5: A quality mounting board is acceptable. The following specifications are necessary for the mounting board: 3 feet wide by 3 feet tall by ½ inch thickness; preferred material is plywood.

Question 6 General comment concerning reference to floor mounted receptacles and data ports...we assume all will have metal covers (typically brass) with flip top covers. Do you have specs for these?

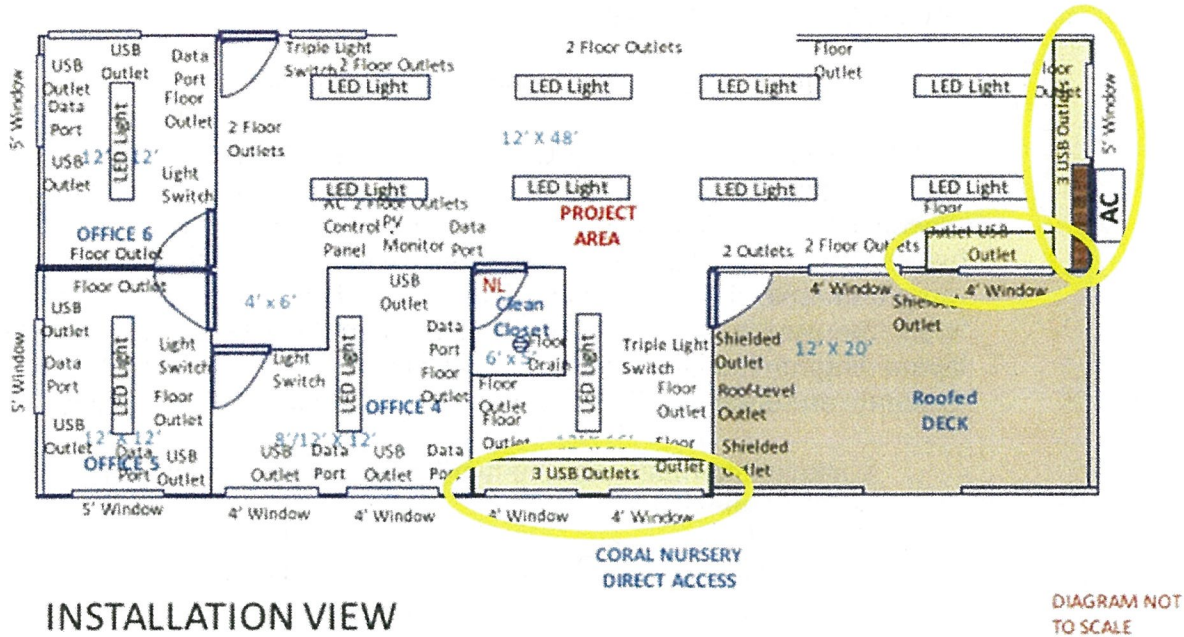
ANSWER 6: Floor mounted receptacles preferably should be brass with flip-top or flip-up covers. Combined USB charging ports/ electrical wall outlets are to be provided similar to those shown below (these are easily available commercially).



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Question 7 Project Area-Countertops and Cabinetry...Please provide actual location for the third countertop near Ewa deck exterior door as referenced...there is no longer an exit indicated on the new floor plan?

ANSWER 7: Please see diagram below, the three countertops are highlighted.



Question 8 General-Internal Walls...We would recommend going with FRP paneling in lieu of vinyl wrapped sheetrock...especially in high use areas subject to abuse and frequent cleaning. The vinyl covering is not designed for these applications and would not survive impacts, is not resistant to marks or heavy cleaning, and is not repairable should major damage occur. Is FRP acceptable or should we price based on vinyl wrapped sheetrock?

ANSWER 8: FRP paneling can be used in lieu of vinyl-wrapped sheetrock.

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Question 9 General-Doors...there are multiple questions to be addressed

- a. verify the size of lite for each door

ANSWER 9a: The lite should be a minimum of 7" wide x 12" tall or greater for each door where it is required.

- b. provide detailed information on type/brand of locks

ANSWER 9b: The locked internal and external doors (other than the outside doors for the meeting room) would use the card key system as described here: We are seeking a card key system similar to the following [with slot-less card reader on the door lock system (as shown), programmable RFID plastic key cards, a card encoder, etc.]; same system would be used for internal doors that are keyed (as shown in the overall layout diagram included in the Solicitation Request For Bids). Such systems are easily available and used throughout Hawaii in hotels:

Links to information on the type of system (or equivalent) that we are envisioning:

https://www.accesshardware.net/uploads/Kaba-770-790_electronic_lock_Brochure_m3529.pdf

https://www.accesshardware.net/uploads/Kaba-790_electronic_lock_cut_sheet_m35261.pdf

Note: We would prefer the Ocean Front/Satin Chrome salt-resistant finish to the hardware for the Kaba lock system, or equivalent.

Non-locking doors can use hardware that is visually complimentary to the RFID card-key locking doors.

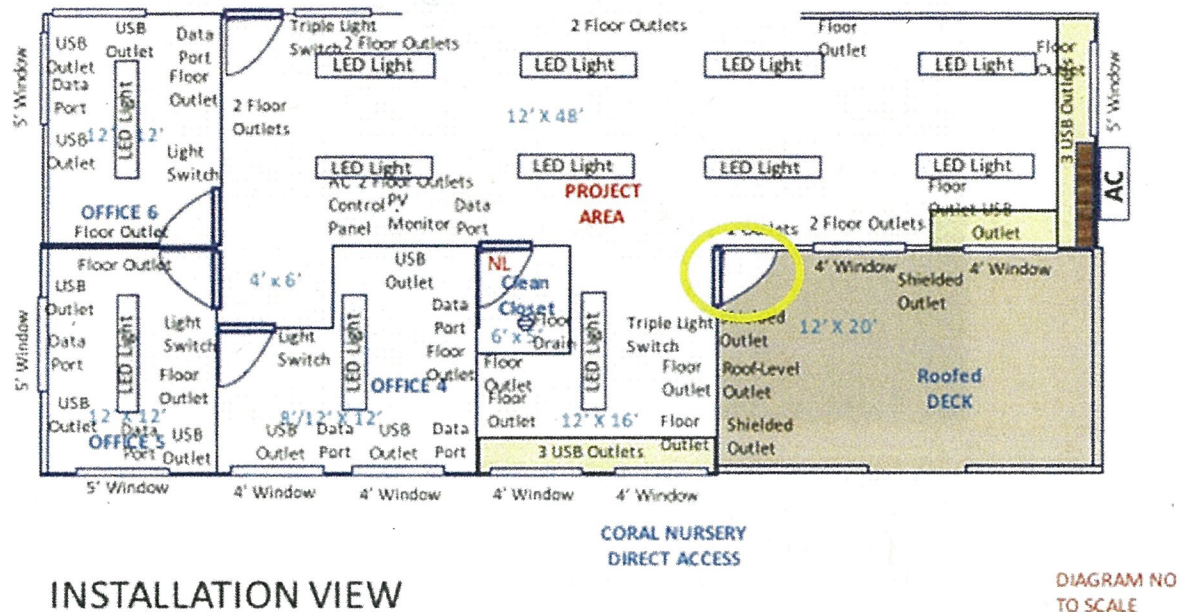
- c. clarify details on type/brand of door closer...Auto door closers are referenced, but need to know if these are to be standard hydraulic door closers or are they to be true automatic closers that are motor driven and require sensors or pushbuttons to control?

ANSWER 9c: Auto door closers shall be standard hydraulic door closers.

- d. confirm requirement for doors to Ewa Deck...the current floor plans has entryways on the Harbor side, AFRC side, and Coral Nursery side.

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ANSWER 9d: The single Ewa Deck door leads to the Coral Nursery side (i.e. they are one and the same) as shown below:



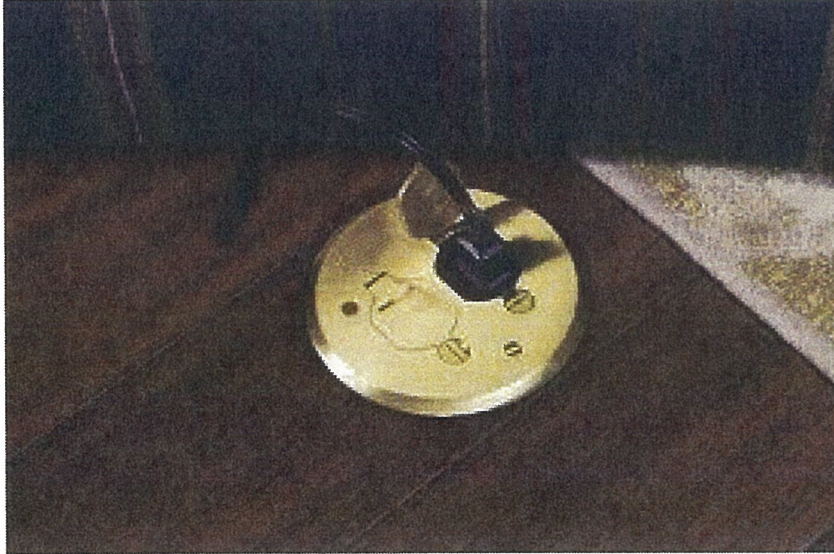
Question 10 General-Key System for Doors...please provide complete details, specifications, and cut sheets for the keying system requested. Without complete information, all we can bid/provide is standard commercial grade locksets.

ANSWER 10: Please see Answers 9b above and 12 below for this information.

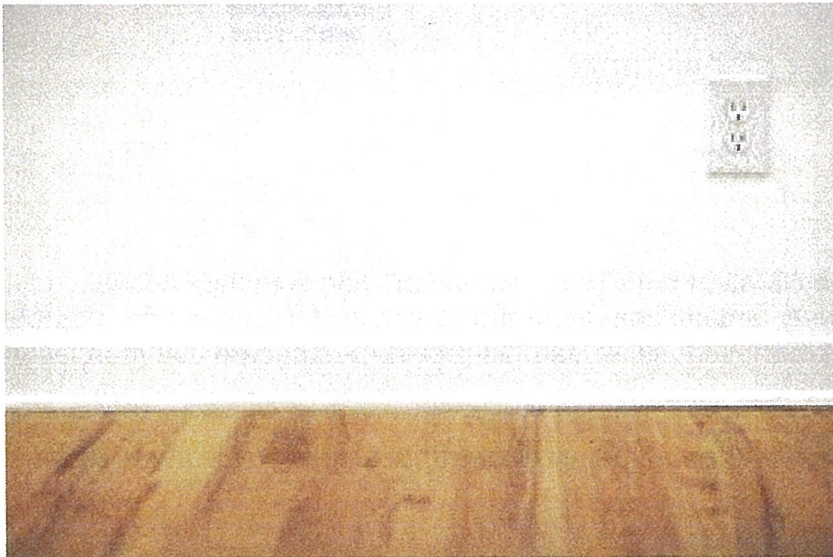
Question 11 General-Electrical outlets...please verify/confirm what is being requested for Floor outlets mounted 10" to 12" above floor?

ANSWER 11: Sorry for the typographical error, should differentiate between floor electrical outlets (which represent units mounted in the floor similar to the one shown below)

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and near floor-level electrical outlets (i.e. those mounted 10" – 12" above the floor), similar to those shown below:



Question 12 General-External Doors... please provide complete details, specifications, and cut sheets for the keying system and electronic/magnetic sensors and electronic display panel requested. Without complete information we will not include with our bid.

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ANSWER 12: One external door is traditionally keyed (the external door to the meeting room) and can involve a standard external key lock system. The other external doors (main door and coral nursery side door) would use the card key system as described here:

Seeking a card key system similar to one of the following (with slot-less card reader on lock system (as shown), programmable RFID plastic key cards, a card encoder, etc.); same system would be used for internal doors that are keyed (as shown in the overall layout diagram included in the Solicitation Request For Bids):

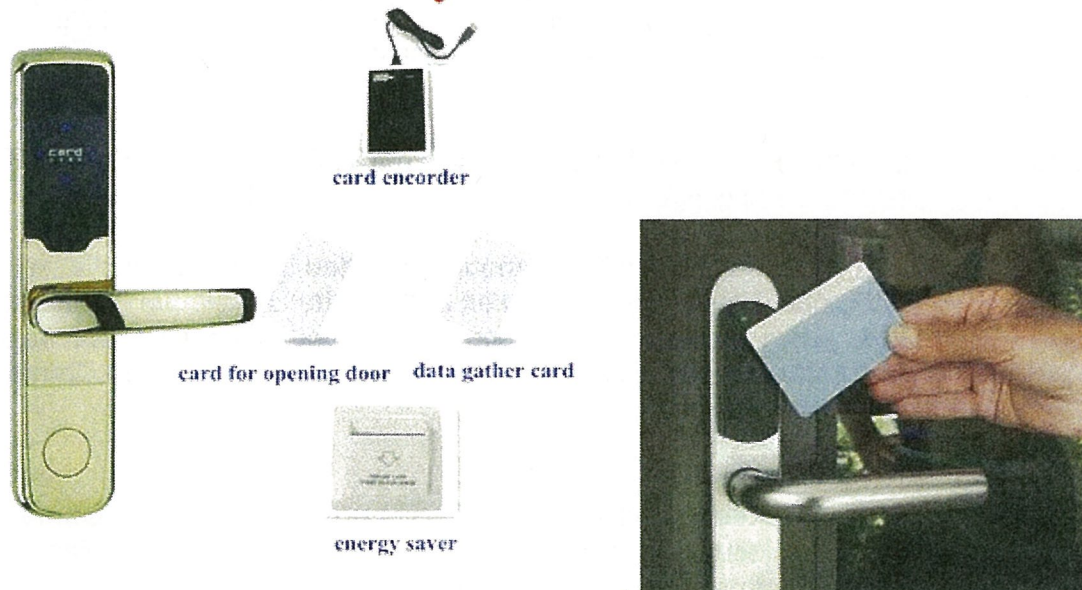
Information on the type of system (or equivalent) that we are envisioning:

https://www.accesshardware.net/uploads/Kaba-770-790_electronic_lock_Brochure_m3529.pdf

https://www.accesshardware.net/uploads/Kaba-790_electronic_lock_cut_sheet_m35261.pdf

Note: would prefer the Ocean Front/Satin Chrome salt-resistant finish to the hardware for the Kaba lock system, or equivalent. Main entry door could have the following:

Hotel Door Lock System



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Question 13 Please clarify if the solar has to be installed on top the trailer office roof or it would be up to the contractor where to install the panels on?

ANSWER 13: The solar shall be installed on top of the trailer office roof by an outside contractor as part of a separate bid contract.

Question 14 Due to the budget of \$850,000 I am requesting to make this bid with an additive as out pricing for this project is over budget

ANSWER 14: The Maximum Total Amount allocated for this project is set at \$850,000. Please refer to Section 3.9.3 in the Solicitation Request For Bids, which states that: The price shall be an all-inclusive cost, including all the taxes, to the State. Any unit prices shall be inclusive. Contract shall be Fixed Price.

Question 15 Are you required to have an "A" Civil Engineering and "B" Genral Building contractor license to bid as an general contractor on this project since there is both site and building work invold on this project?

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ANSWER 15: Only the General Building Contractor license is required to bid.

Question 16 Do the bidders need to have a State of Hawaii – Contractors License?

ANSWER 16: Yes. Stated in Section 2.4 in the IFB:
Offeror shall be Licensed General Contractor in the State of Hawaii.

Question 17 Does all labor work on-site, including the installation of the modular building, subject to the State prevailing wages / certified payroll?

ANSWER 17: Yes.

Question 18 Although it was mentioned at the site meeting that this project is exempt from building permit, we are assuming that the modular building still needs to be built to current building codes. Can you confirm the building codes we need to meet?

ANSWER 18: To clarify, it was noted at the meeting that as a State of Hawaii facility on State land, the project was exempt from certain C & C permitting requirements. The modular building still needs to be built to UBC as adopted by the City and County of Honolulu. We have met with DLNR's ADA Coordinator and have gotten agreement that requirements for ADA would include an ADA-entrance ramp and ADA-restrooms as shown in the diagram included with the solicitation.

Question 19 What are the submittal requirements?

ANSWER 19: The submittal requirements are outlined in the solicitation. Completely review the full Request For Bids, addenda, any attachments or other relevant documents for the solicitation.
The Offer Due Date/Time is: 3/25/19; 3:00 PM (HST).
All bids are due by electronic submittal through the State of Hawaii Electronic Procurement System (HlePRO).

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Question 20 Do the modular building drawings need to be stamped by Hawaii Licensed Engineers (structural, mechanical, electrical)?

ANSWER 20: Yes, the modular building drawings need to be stamped by a Hawaii licensed engineer as to structural, mechanical and electrical layouts where applicable.

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**ADDENDUM F
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

The following specification shall be amended as follows:

1. Notice To Offerors 6
 - a. The answer dimensions stated for Answer 5 mentioned in Addendum E has changed.
FROM: 3 feet wide by 3 feet tall by $\frac{1}{2}$ inch thickness
TO: 3 feet wide by 3 feet tall by $\frac{3}{4}$ inch thickness
 - b. An additional specification has been added to the solicitation in the Request For Bids (No. IFB-2019-01) Section 2.6 DAR Responsibilities
5. Grading of the job site for the modular office structure.

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**NOTICE TO OFFERORS 6
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

- a. **Question 5 Electrical Room-Telcom Board and Punch down Block...we will provide a plywood mounting board if specs are provided (size, thickness, material). What is the specs for the plywood mounting board?**

ANSWER 5: A quality mounting board is acceptable. The following specifications are necessary for the mounting board: 3 feet wide by 3 feet tall by $\frac{3}{4}$ inch thickness; preferred material is plywood.

- b. The following specification shall be added to the solicitation [DAR AFRC Portable Modular Office IFB Solicitation FINAL] REQUEST FOR BIDS (No. IFB-2019-01)
2.6 DAR RESPONSIBILITIES:
5. Grading of the job site for the modular office structure.

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**ADDENDUM G
TO
IFB B19001122
(REQUEST FOR BIDS No. IFB-2019-01)
ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX**

March 21, 2019

The following changes are hereby made:

1. Notice to Bid Offers 7:

- a. The date of the Offer's Due Date/Time has changed:
FROM: 3/25/19, 3:00PM HST
TO: 4/2/19, 3:00PM HST
- b. The date of the Notice of Award has changed:
FROM: 4/26/19
TO: 5/3/19

The Notice to Bid Offers also includes Offeror's requirements to be at the time of the Award, compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), and submittal of Form OF-1 and OF-2 to be upload to the State of Hawaii Electronic Procurement System HlePRO.

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NOTICE TO OFFERS 7
(103D HRS)

Bids for Solicitation No. **IFB-2019-01** Anuenue Fisheries Research Center Portable Modular Office Complex. Specifications are available for download on the State of Hawaii Electronic Procurement System (HlePRO).

All bids are due by electronic submittal through HlePRO by:

Bids are due: Date: April 2, 2019
Time: 3:00 PM (HST)

Release of Request for Proposals	2/21/19
Sit Inspection: REQUIRED FOR BIDDERS	3/8/19; 10:00 AM
Due Date to Submit Questions	3/12/19; 12:00 PM
State's Response to Questions	3/19/19; 12:00 PM
Offer's Due Date/Time	4/2/19; 3:00 PM
Notice of Award	5/3/19
Contract Start Date	As determined by the Notice to Proceed

This schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If component of this schedule, such as "Proposal Due deadline" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the IFB Schedule and Significant Dates shall be reflected in and issued in an addendum.

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed Form OF-1 and OF-2 uploaded to HlePRO.

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

Should there be any question on this matter, please contact Brigette R. Agustin or designee, Email: brigitte.r.agustin@hawaii.gov.

BID ABSTRACT

DAR AFRC Portable Modular Office IFB Solicitation

SOLICITATION B19001122: IFB 2019-01

RELEASE DATE: 02/21/2019; OFFER DUE DATE & TIME: 4/2/2019, 3:00 PM (HST)

VENDER	OFFER	HCE COMPLIANCE	ATTACHMENTS
Williams Scotsman, Inc.	\$1,049,987.00	No	Yes
Hawaii Works, Inc.	\$1,792,517.00	Yes	Yes

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

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

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
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CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

April 4, 2019

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

FROM: Brigette Agustin, Acting Departmental Contracts Specialist
Division of Aquatic Resources

SUBJECT: Request for Approval for Negotiation of DAR Anuenue Fisheries Research
Center Portable Office Complex IFB Solicitation

The Division of Aquatic Resources has put out a solicitation for the Anuenue Fisheries Research Center Office Complex (Solicitation B19001122: IFB 2019-01). Offers were due on April 2, 2019 at 3:00 PM (HST).

Two offers were received but were over the maximum total amount allocated for the project. The maximum total amount allocated for the project is \$850,000.00. The offers received were \$1,049,987.00 (Williams Scotsman, Inc.) and \$1,792,517.00 (Hawaii Works, Inc.)

Due to time constraints as DAR is hoping to completed the project by the end of summer, we are requesting your approval to negotiate with the vendors by reducing the scope of work to bring the bid within the available funds, and requesting a best and final offer.

Approved Disapproved

 4/8/19

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

**Anuenue Fisheries Research Center
Portable Modular Office Complex
SOLICITATION B19001122: IFB-2019-01
Evaluation Committee**

Evaluation Committee Members:

- Evaluation Committee Chairperson: Brigette R. Agustin
Contract Administrator
DAR, Acting Departmental Contract Specialist
- Evaluation Committee Member: David Gulko
Principal Investigator
DAR, Aquatic Biologist
- Evaluation Committee Member: Brian Kanenaka
DAR, Acting Program Manager
- Evaluation Committee Member: Finn D. McCall
DOBOR, Engineer

Evaluation Date: April 17, 2019

Evaluation Score Specifications:

- Scores and Weighting – Each Criteria will be scored from 0-5, 0 being the lowest possible score and 5 being the greatest. A meeting with the evaluation committee will be held to discuss the offer/proposal submittals from vendors. The Evaluation Criteria are:
 1. Scheduling (10%) Ability to design, fabricate, transport, deliver and assemble on-site within the specified timeline.
 2. Cost (30%) Comparison of the quality of the components versus the cost.
 3. Recent and Relevant Evidence of Previous Similar Projects in Hawaii (10%)
 4. General Qualifications (20%)
 5. Past Performance of Contractor/Subcontractor (10%)
 6. Contractor's Technical Approach to this Particular Project, Including Diversity and Resources (5%)
 7. Contractor/Subcontractor's Staffing for this Particular Project Indicative of Their Ability to Provide Qualified Professional Management and Craft Personnel (5%)
 8. Meeting Technical Specifications (10%)
- Evaluation Summary – After all evaluation forms are submitted by each evaluation committee member, the Evaluation Committee Chairperson will average and summarize scores to determine which vendor will be awarded as the lowest responsive responsible offeror.

**ANUENUE FISHERIES RESEARCH CENTER
PORTABLE MODULAR OFFICE COMPLEX
SOLICITATION B19001122: IFB-2019-01
Evaluation Criteria Specifications
Williams Scotsman, Inc. (Hawaii Modular Space)**

SCHEDULING

- The vendor is able to meet the goals and objectives of this IFB as stated in Section 2.2 SCOPE OF WORK within the expected timeframe of the contract.
- Proposed number of team members appropriate for scale and scope of the project.

COST

- The vendor's offer does not exceed the total maximum funds available for the project: \$950,000.00.
- The vendor's offer is the lowest offer received.
- The vendor's offer is ranked from the lowest: 1 of 2
(1: being the lowest offer received.)

RECENT AND RELEVANT EVIDENCE OF PREVIOUS SIMILAR PROJECT IN HAWAII

Vendor

- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contracted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- The vendor is a Licensed General Contractor in the State of Hawaii.
- The vendor has been in business for 12 years.
- The vendor has performed services specified by the IFB for 12 years.
- The vendor has listed their services available.
- The vendor has listed their history of the proposed product.
- Their vendor had listed their current version of the product.
- The vendor has provided a list of sample projects and/or examples of written plans.

Fabricator

- The Fabricator has been in the business of fabricating portable modular offices for a minimum of ten (10) years and has developed modular offices that meet the minimum requirements for this project.

- The version of portable modular office being proposed has been in production for a minimum of two (2) years.
 - o The vendor has included reference contacts for the version produced.
- The endor has provided a list of pertinent certifications that the project team members possess for their respective areas.

Transporter

- The Transporter has transported portable office modules from the fabricator of the same sizes as listed above on State roadways.
 - o The vendor has included reference contacts for this implementation.

Assembler

- The Proposed Assembler has managed at least two (2) assembly projects involving multiple modular office units of the sizes and complexity listed for this project within the last five (5) years.
 - o The vendor has provided a list of reference contacts for these two (2) implementations.
- The Proposed Assembler has the capability to assemble and install the modular units within the 4320 square foot footprint at AFRC.
- The Assembler is a Licensed Subcontractor or Licensed General Contractor in the State of Hawaii

GENERAL QUALIFICATIONS

- The vendor is a Licensed General Contractor in the State of Hawaii.
- The vendor has listed their Contact Information.
- The vendor has been in business for 12 years.
- The vendor has ___ customers.
- The vendor has ___ employees.
- The vender has listed their services available.
- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contracted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- The vendor has performed services specified by the IFB for 12 years.
- The vendor has listed their history of the proposed product.
- The vendor has provided their Development Strategy.
- The vendor had listed their current version of the product.
- The vendor has listed their Company's local office.
- The vendor has listed their Company's local partner.
- The vendor is HCE Compliant.
- The vendor has submitted Offeror Form, OF-1.
- The vendor has submitted Offeror Form, OF-2. *TO BE RESUBMITTED FOLLOWING NEGOTIATION*
- The vendor has submitted a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this IFB.

- If a subcontractor(s) will be used, the vendor has submitted a transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor stating: a. The general scope of work to be performed by the subcontractor; b. The subcontractor's willingness to perform for the indicated.
- The vendor has submitted a summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against their firm. If none, so state.
- The vendor has proved a list of sample projects and/or examples of written plans.
- The vendor's General Liability Insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor's Automobile Insurance shall be no less than \$1,000,000 per accident.

PAST PERFORMANCE OF CONTRACTOR

- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contracted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- The vendor is a Licensed General Contractor in the State of Hawaii.
- The vendor has been in business for 12 years.
- The vendor has performed services specified by the IFB for 12 years.
- The vendor has listed their services available.
- The vendor has listed their history of the proposed product.
- Their vendor had listed their current version of the product.
- The vendor has proved a list of sample projects and/or examples of written plans.
- The vendor has submitted a listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against their firm. If none, so state
- The vendor has submitted a list of sample projects and/or examples of written plans.

CONTRACTOR'S TECHNICAL APPROACH TO THIS PROJECT, INCLUDING DIVERSITY AND RESOURCES

- The vendor shows a clear understanding of the work statement.
- All requirements set out in the solicitation are met.
- The vendor's proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this IFB as stated in Section 2.2 - Scope of Work.
- The vendor's proposal includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

- The vendor shows “thought leadership” or represents leading practices.
- Philosophy and point of view are clear in the vendor’s responses.
- Shows understanding of the situation and complication factors and displays well thought out solutions.

CONTRACTOR/SUBCONTRACTOR’S STAFFING FOR THIS PARTICULAR PROJECT INDICATIVE OF THEIR ABILITY TO PROVIDE QUALIFIED PROFESSIONAL MANAGEMENT AND CRAFT PERSONNEL

- Education/experience level of the proposed team highlights their capabilities and shows leadership experience that can be leveraged for the project.
- Proposed number of team members appropriate for scale and scope of the project.

MEETING TECHNICAL SPECIFICATIONS

- The vendor is a Licensed General Contractor in the State of Hawaii.
- The vendor has been in business for 12 years.
- The vendor has ___ employees.
- The vendor has performed services specified by the IFB for 12 years.
- The vendor has listed their history of the proposed product.
- The vendor has provided their Development Strategy.
- The vendor had listed their current version of the product.
- The vendor is HCE Compliant.
- The vendor has submitted a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this IFB.
- If a subcontractor(s) will be used, the vendor has submitted a transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor stating: a. The general scope of work to be performed by the subcontractor; b. The subcontractor’s willingness to perform for the indicated.
- The vendor has submitted a summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against their firm. If none, so state.
- The vendor’s General Liability Insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor’s Automobile Insurance shall be no less than \$1,000,000 per accident.
- Education/experience level of the proposed team highlights their capabilities and shows leadership experience that can be leveraged for the project.
- Proposed number of team members appropriate for scale and scope of the project

DAVID Y. IGE
GOVERNOR OF HAWAII



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CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
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HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

May 10, 2019

TO: Division of Aquatic Resources File

THROUGH: Suzanne D. Case, Chairperson

FROM: Brian J. Neilson, Administrator
Division of Aquatic Resources

SUBJECT: Declaration of Exemption from the Preparation of an Environmental Assessment under the Authority of Chapter 343, HRS, and Chapter 11-200, HAR, for a Request for Approval to enter into a contract agreement between the Department of Land and Natural Resources (DLNR) and Williams Scotsman, Inc. (DBA Hawaii Modular Space), to fund a project titled "Anuenue Fisheries Research Center Portable Modular Office Complex."

The following permitted activities are found to be exempted from preparation of an environmental assessment under the authority of Chapter 343, HRS and Chapter 11-200, HAR:

Project Title: "Anuenue Fisheries Research Center Portable Modular Office Complex Project"

Request for Approval to Enter into a Special Trust Funded Contract for Goods and Services Based Upon Competitive Sealed Bids, Not to Exceed \$949,399.00, Between the Department of Land and Natural Resources (DLNR) and Williams Scotsman, Inc. (DBA Hawaii Modular Space), to Provide Services to Deliver and Install a Portable Modular Office Complex for the Anuenue Fisheries Research Center.

Project Description:

The State of Hawaii Department of Land and Natural Resources ("DLNR") - Division of Aquatic Resources ("DAR"), has selected a qualified bidder to provide services to deliver and install a Portable Modular Office Complex for the Anuenue Fisheries Research Center ("AFRC"). Funding for the project, \$949,399.00 will be provided by trust funds from AFRC Matson Funds and DOT Kapalama Monies. Use of these funds for this project were previously budgeted by the Division of Aquatic Resources (DAR) in the set-up of both of Trust Funds.

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The purpose of this project is for the State of Hawaii, Department of Land and Natural Resources, Division of Aquatic Resources, to procure six trailable portable office modules configured into a single structure office complex measuring 72 feet in length and 60 feet wide, to be installed on-site at the Anuenue Fisheries Research Center (AFRC). Each component module will have axles and wheels in order to function as a portable module that can be transported on State roadways if necessary.

The purpose of the portable modular office complex will be to house up to 25 working AFRC field staff assigned to independent work units, their gear, office support equipment and working functional units. Additionally, this structure will provide an interim restroom facility to support the large number of staff working at AFRC until CIP funds can be acquired to build permanent restroom facilities connected to the city's sewer system.

Once delivered and assembled on-site at AFRC, DLNR-DAR will be responsible for maintaining and operation of the modular office structure.

Qualified Bidder and Contract

The contract for this project shall be for Goods and Services Based Upon Competitive Sealed Bids. It has been excluded from Construction by justification that vendor to be awarded, will be delivering and setting up the produced portable modules, and no site prep will be done by the Contractor.

Williams Scotsman, Inc. (DBA Hawaii Modular Space) will be delivering fully functional portable modular office modules to be installed at AFRC, located at 1039 Sand Island Parkway, Honolulu, Hawaii 96819. The portable modular office complex will be placed within an existing gravel and fill parking lot. The structure will have approximately 3,600 square feet in internal modular office space and will be outfitted as described in the attached Request for Bids (IFB).

Modular Office Structure Requirements

Some of the key features to be incorporated into the assembled modular office structure are included in the table below.

Objectives	Deliverables
Fabricated portable modules that can be attached/assembled together to form a single modular office building-diagram attached.	Six 60' l x 12' w x 9.6' h modules; all modules with axles and wheels capable of transport on State roads individually. Once attached together on site, wheels should be removed and modules should rest atop stable concrete support blocks with hurricane straps. All concrete blocks, roof and external walls, doors, windows, should be sealed against water and salt (sea spray) penetration.
Provide uniform rooftop that can support off-grid photovoltaic energy for the entire facility.	Rooftop will be uniform and placed (built) atop assembled modules on-site. Rooftop will be able to support the weight and installation of large solar panels and support brackets across its entirety. The modular building's electrical system will need to be able to support an off-grid photovoltaic (PV) electrical system to be installed immediately after construction by an outside PV contractor (separate solicitation and funding). with battery storage. Building will have 4320 sq. ft minimum of roof space in extremely high sun area. Building will have a dedicated electrical room. Estimate daily electrical needs around 120,000+ watts.
Provide users with appropriate sanitary restroom facilities within their work environment, differentiated for male and female use.	Two enclosed ADA restroom areas (designated for separate male and female use), each with two toilet stalls (one ADA) plumbed to underneath the structure and contained within toilet stalls with a lockable door. Sinks in each restroom plumbed to underneath the structure. Men's restroom will also contain a wall-mounted urinal. All flooring will be solid and waterproof.
Kitchenette area for staff to prepare and consume meals and snacks during breaks.	Kitchen will contain countertops with splashguards as shown. Two double stainless steel sinks plumbed to underneath the structure.
Enclosed offices for staff	Six enclosed offices of sizes as shown. All offices have USB electrical ports, data jacks and floor outlets. All offices have independent light switches and door locks.
Provide a large room for staff meetings, Skype meetings, and small conferences.	Meeting room will be able to support a minimum of 20 people, with digital projection and video conference capability. Separate WiFi capability for this room supplied through data jacks. Walls lined with noise absorbing panels. Three (3) in-floor electric plugs with USB ports.
Air conditioned internal working environment.	Assembled modular facility will have central AC capability with AC vents in each office, enclosed space and open areas as shown.

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Additionally, the “Requirements Matrix” (pages 17-24 in the attached IFB) outlines DAR's modular office structure requirements and key features to be incorporated into the assembled modular office structure in more detail.

The selected proposal from the qualified bidder is based on the proposed module layout diagrams (pages 26-30 in the attached IFB). The modular office structure does not need fire sprinkler or fire alarm system.

Evaluation

Initially, upon the due date for offers to be submitted on HIePRO from interested vendors on April 2, 2019 at 3:00 p.m. (HST), DAR received two offers that were both over the total maximum amount allocated for the project, from Williams Scotsman, Inc. (DBA Hawaii Modular Space) and Hawaii Works, Inc. In accordance with Chapter 103D-302, HRS, after receiving approval from the BLNR Chairperson, DAR was able to negotiate with the lowest offeror (Williams Scotsman, Inc. (DBA Hawaii Modular Space) (Hawaii Modular Space) by reducing the scope of work to bring their offer within the available funds.

Based upon the outcome of the negotiation and review of the submitted supporting documents, DAR's Evaluation Committee for this project has determined that Hawaii Modular Space is the lowest responsive responsible offeror (\$949,399.00) and shall be the awarded Contractor for the purpose of this project.

In addition, the contract agreement is being prepared for submission to the Attorney General's Office for approval as to form. The Department is aware implementation of the contract is dependent upon receipt of all required approvals, as well as availability of funds, and that additional funding restrictions may occur at any time.

Consulted Parties: Office of Conservation and Coastal Lands (OCCL) and Department of Boating and Ocean Recreation (DOBOR)

Exemption Determination: After reviewing §11-200-8, HAR, including the criteria used to determine significance under §11-200-12, HAR, DLNR has concluded that the activities under this permit would have minimal or no significant effect on the environment and that issuance of the

permit is categorically exempt from the requirement to prepare an environmental assessment based on the following analysis:

1. All activities associated with this permit have been evaluated as a single action. Since this permit involves an activity that is precedent to a later planned activity, i.e., the repeated methodology throughout the permit period, the categorical exemption determination here will treat all planned activities as a single action under §11-200-7, HAR.

2. The Exemption Class #6 Construction or Placement of Minor Structures Accessory to Existing Facilities Appears to Apply. §11-200-8(a)(6) HAR, exempts the class of actions that involve the construction or placement of minor structures accessory to existing facilities. These exemption classes have been interpreted to include activities related to install a portable modular office structure, such as those being proposed.

The proposed activities here appear to fall squarely under the exemption class identified under HAR §11-200-8(a)(6), and as described under the 2015 DLNR under exemption class #6, exempt items #13, which includes the “placement or construction of accessory structures such as utility sheds, storage or maintenance sheds, office trailers, trash enclosures, comfort stations or sanitation facilities and related individual wastewater disposal systems, bus shelters, pavilions or picnic shelters, parking and fee collection facilities, checking stations, interpretive kiosks and displays, dock boxes, mooring cleats, bumpers, and mooring buoys, blocks and piles, and other similar structures accessory to existing facilities on state lands and waters.”

As discussed below, no significant disturbance to any environmental resource is anticipated. Thus, so long as the below considerations are met, an exemption class should include the action now contemplated.

3. Cumulative Impacts of Actions in the Same Place and Impacts with Respect to the Potentially Particularly Sensitive Environment Will Not be Significant. Even where a categorical exemption appears to include a proposed action, the action cannot be declared exempt if “the cumulative impact of planned successive actions in the same place, over time, is significant, or when an action that is normally insignificant in its impact on the environment may be significant in a particularly sensitive environment.” §11-200-8(b), HAR. To gauge whether a significant impact or effect is probable, an exempting agency must consider every phase of a proposed action, any expected primary and secondary consequences, the long-term and short-term effects of the action, the overall and cumulative effect of the action, and the sum effects of an action on the quality of the environment. §11-200-12, HAR.

Significant cumulative impacts are not anticipated as a result of this activity, and numerous safeguards further ensure that the potentially sensitive environment of the project area will not be significantly affected. All activities will be conducted in a manner that does not diminish marine resources, qualities, and ecological integrity, or have any indirect, secondary, cultural, or cumulative effects.

Since no significant cumulative impacts or significant impacts with respect to any particularly sensitive aspect of the project area are anticipated, the categorical exemptions identified above should remain applicable.

4. Overall Impacts Will Probably have a Minimal or No Significant Effect on the Environment. Any foreseeable impacts from the proposed activity will probably be minimal, and further mitigated by general and specific conditions attached to the permit. Specifically, all research activities covered by this permit will be carried out with strict safeguards for the natural, historic, and cultural resources, other applicable law and agency policies and standard operating procedures.

Conclusion. Upon consideration of the permit to be approved by the Board of Land and Natural Resources, the potential effects of the above listed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, have been determined to be of probable minimal or no significant effect on the environment and exempt from the preparation of an environmental assessment.