

REQUEST FOR PROPOSAL

**KAUA‘I ECONOMIC DEVELOPMENT BOARD
KAUA‘I CREATIVE TECHNOLOGY CENTER**

REQUESTED BY: KAUA‘I ECONOMIC DEVELOPMENT BOARD

PUBLICIZED: December 1, 2022, <https://kauaicreativetechnologycenter.com>

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Schedule

RFP Issuance	December 01, 2022
Proposals Due	December 23, 2022
Evaluations	January 1-31, 2023
Notice of Award	February 01, 2023
Start Date	March 01, 2023
End Date	July, 01, 2023

Exhibits - Attached

Exhibit A	Overall Site Plan
Exhibit B	Demolition Plan
Exhibit C	Revised Floor Plan
Exhibit D	Draft Utility Floor Plan

NOTICE

REQUEST FOR PROPOSAL

The Kaua'i Economic Development Board, Inc (KEDB) is requesting proposals to design and construct renovations to existing 4000 square foot space within the West Kaua'i Technology Center, Phase II, Suite 101 and 102 to meet specified project objectives. KEDB has hired CR Design and Construction to act as the designer and project manager of the overall project.

Proposals shall be received no later than 4:30 p.m. HST, December 23, 2022, electronically or by hard copy to:

CR Design and Construction
ATTN: Caven Raco
1824 Haleukana Street
Lihue, HI 96766

Email: kauai@crdc.net

Offerors interested in accessing and responding to this Request for Proposal (RFP) must request an electronic proposal package by email or pick up a proposal package from CRDC at its offices at 1824 Haleukana St, Bldg. 1 Unit 2, Lihue, HI 96766 no later than December 7 , 2022 and register with CRDC.

REQUEST FOR PROPOSAL PACKAGE

I. Introduction.

This Project is funded through a grant under Contract No. ___ from the State of Hawai‘i, Department of Business, Economic Development and Tourism to design and construct a Kaua‘i Creative Technology Center (KCTC). KEDB has identified an existing 4000 square foot space within the West Kaua‘i Technology Center, Phase II (WKTC, Phase II), Suite 101 and 102, that can be used to house the KCTC. KEDB is requesting a proposal to renovate the existing space within the WKTC, Phase II.

II. Authority.

This Request for Proposals (RFP) is issued under the provisions with the State of Hawai‘i Department of Business, Economic Development and Tourism. All prospective contractors are charged with the presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge.

III. General Information.

- A. Project Name: Kaua‘i Creative Technology Center
- B. Requester: Kaua‘i Economic Development Board
- C. Request: Request for proposal for design and construction of renovation of existing 4000 square foot space within the West Kaua‘i Technology Center, Phase II located at 9555 Kaumuali‘i Highway, Suite 101 and 102, Waimea, Kaua‘i, Hawai‘i.
- D. Significant Dates: The following is a **preliminary** schedule of significant dates that KEDB has projected. All times are Hawai‘i Standard Time (HST).

RFP Issuance	December 01, 2022
Proposals Due	December 23, 2022
Evaluations	January 1-31, 2023
Notice of Award (Tentative)	February 01, 2023
Start Date	March 01, 2023
End Date	July, 01, 2023

- E. Point of Contact: "OFFICER-IN-CHARGE" is the Kaua‘i Economic Development Board Chairman, or the Chairman's duly authorized representative. In this case, CR Design and Construction as the Project Manager.
- F. Cost or Pricing Data Requirements: (HAR 3-122-123).

Cost or pricing data requirements shall be submitted with the Offeror's proposal if

the contract is expected to exceed \$100,000.00. Cost and pricing data submitted to support the Offeror's proposal shall be factual and verifiable and shall include but not limited to:

1. Vendor quotations;
2. Nonrecurring costs;
3. Information on changes in production methods and in production or purchasing volume;
4. Data supporting projections of business prospects and objectives and related operations costs;
5. Unit cost trends as those associated with labor efficiency;
6. Make or buy decisions;
7. Labor union contract negotiations; and
8. Information on management decisions that could have significant bearing on costs.

The contractor may be required to keep the cost and pricing data submitted current until an award is made.

- G. ☐ **INSURANCE** (For the check boxes below, right click on the box, select Properties, then check the "Checkbox". If this section is not applicable, delete this section in its entirety before transmitting.)

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the contract insurance coverages, limits, including endorsements described herein against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees or subcontractors. The requirements contained herein, as well as CRDC's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

1. General Conditions

Waiver of Subrogation. Contractor shall agree by entering into a contract with KEDB to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of KEDB. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Additional Insured. Contractor shall agree to endorse the Kaua'i Economic Development Board as an **Additional Insured** with a CG026 Additional Insured – Designated Person or Organization endorsement, a copy of the applicable policy language, or similar endorsement to all required insurance policy(ies), except for Workers Compensation and Professional Liability.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by KEDB. At the option of KEDB, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to KEDB; or the Contractor shall provide a financial guarantee (audited financial statement) satisfactory to KEDB guaranteeing payment of losses and related investigations, claim administration and defense expenses.

When a self-insured retention (SIR) or deductible exceeds \$50,000, KEDB reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

Contractor's Responsibility. The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible, co- insurance clause or self-insured retention applicable to the insurance required herein. If KEDB is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.

Primary and Non-contributory. All policies required of the Contractor will be endorsed as primary and any insurance or self-insurance program maintained by KEDB shall be non-contributory.

Certificate of Insurance. Concurrent with the execution of the contract, Contractor shall provide KEDB a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify KEDB by providing written notice.

The Certificate Holder address shall read:

CR Design and Construction

Attention: Caven Racó

Contract No. ____

Project Title:

KAUA'I ECONOMIC DEVELOPMENT BOARD

KAUA'I CREATIVE TECHNOLOGY CENTER

Concurrent with the execution the contract the Contractor shall furnish KEDB with original certificates and endorsements effecting required coverage(s). KEDB reserves the right to require complete copies of all required insurance policies, including the policy declarations and endorsements affecting the coverage at any time.

Failure to secure and maintain the required insurance shall be considered as a material breach of the contract. Should KEDB be forced to expend funds that would have been covered under the specified insurance, Contractor shall reimburse KEDB for such funds. In the event KEDB determines, in its sole and absolute discretion, that it is necessary to purchase the coverages herein required of the Contractor, and which the Contractor has failed to secure, the Contractor shall reimburse KEDB for the expenditure of such funds.

Right to Revise or Reject. KEDB reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, KEDB reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

2. **Minimum Insurance Coverage Requirements**

Unless otherwise approved by KEDB, the policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawai'i and rated A-VII by A.M. Best:

☐ **Commercial General Liability.** The Contractor shall procure and maintain Commercial General Liability, with dedicated required limits, as set forth herein, written on occurrence form providing:

☐ Designated premises basis **OR** ☐ Per Project basis

The coverages shall include the following:

- Premises Operations
 - Independent Contractors
 - Products and Completed Operations
 - Broad Form Property Damage including completed operations
 - Blanket Contractual Liability
 - Personal Injury
 - Employees named as Additional Insured
 - Severability of Interest
- ☐ Explosion, Collapse and Underground Property Damage

The minimum limits of liability may be satisfied by providing either:

Bodily Injury and Property Damage Combined Single Limit: <ul style="list-style-type: none"> ▪ \$2,000,000 per occurrence ▪ \$2,000,000 annual aggregate 	OR	Personal Injury: <ul style="list-style-type: none"> ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate AND Products and Completed Operations: <ul style="list-style-type: none"> ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate
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Contractor must provide evidence KEDB is an Additional Insured for Products/Completed Operations coverage for both ongoing operations and after substantial completion of the work. This coverage may be provided by the ISO form CG 2010 (11 85) or an equivalent policy form. Coverage provided by a non-equivalent CGL form shall be specifically endorsed providing both the course of construction and products/completed operations. ISO CG 2010 (04 13) and ISO form CG 2037 (04 13) or an equivalent form is required from the Contractor. The Contractor and subcontractor(s), if any, shall provide evidence to KEDB on an annual basis the products/completed operation coverage is in effect for two (2) years after substantial completion of the project.

☐ **Business Automobile Liability.** The Contractor shall procure and maintain Business Automobile Liability written on occurrence form for all Owned, Non-owned, and Hired automobiles. If the Contractor does not own automobiles, Contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault, and personal injury protection, as required by Hawai'i law with the following limits:

Bodily Injury

\$1,000,000 per person

\$1,000,000 per occurrence

Property Damage

\$1,000,000 per accident

☐ **Workers' Compensation and Employer's Liability.** The Contractor shall procure and maintain at all times during the term of the contract the following insurance liability coverage: Workers' Compensation, Temporary Disability Insurance (TDI), and similar insurance that is required by the State of Hawai'i or federal laws. Self-insurance is permitted subject to submission of a copy of the appropriate governmental authorization and qualification by the Contractor and subcontractor(s).

The minimum limits of liability to be maintained are as follows:

Coverage A: State of Hawai'i Workers' Compensation Law:

Statutory Limits.

Coverage B: Employer's Liability:

Bodily Injury from each accident \$1,000,000

Bodily Injury from disease \$1,000,000

Bodily Injury from disease aggregate \$1,000,000

☐ **Builder's Risk.** The Contractor shall procure and maintain an Inland Marine Builder's Risk policy providing coverage to protect the interests of KEDB, Contractor, sub- contractors, architects, and engineers, including property in transit and property on or off- premises, which shall become part of the building, or Project. Coverage shall be written on an **All Risk, Replacement Cost, and Completed Value Form** basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between KEDB and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub- limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a

manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by KEDB. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, KEDB's interest in the building ceases, or the building is accepted or insured by KEDB.

The Contractor shall name KEDB of Kaua'i as a loss payee on the Builder's Risk policy.

☐ **Installation Floater.** The Contractor shall procure and maintain an Installation Floater policy providing coverage to protect the interests of KEDB, Contractor, sub-contractor(s), architects, and engineers, including property in transit and property on or off-premises, which shall become part of the project.

Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between KEDB and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by KEDB. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, KEDB's interest in the building ceases, or the building is accepted or insured by KEDB.

The Contractor shall name KEDB of Kaua'i as a loss payee on the Installation Floater policy.

☐ **Professional Liability (Errors and Omissions).** The Contractor and its subcontractors shall procure and maintain Professional Liability Insurance (Errors and Omissions Insurance) that covers all such activities under the contract. Such insurance shall have these minimum limits and coverage(s):

\$1,000,000 per occurrence

\$2,000,000 annual aggregate

For policies written on a “Claims-Made” basis, Contractor warrants the retroactive date equals or precedes the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, Contractor shall agree to purchase Supplement Extended Reporting Period (SERP) with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

☐ **Pollution Legal Liability.** The Contractor shall procure and maintain Pollution Liability or similar Environmental Impairment Liability at a minimum limit not less than:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

The policy shall provide coverage for damages against, but not limited to, third-party liability, clean-up, corrective action including assessment, remediation and defense costs.

☐ **Contractor’s Pollution Liability.** Contractor shall procure and maintain pollution liability insurance when the Scope of Work involves removal, abatement, encapsulation or other treatment, disposal or remediation of asbestos or other hazardous materials or an exposure to pollutants or impairment of the environment. The policy shall provide coverage for third party liability, clean-up, and corrective action including assessment remediation and defense costs. The policy may be written on either an occurrence form or claims made. The minimum limits of liability shall be:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

☐ **Crime Insurance or Commercial Fidelity Bond:** Contractor shall procure and maintain Commercial Crime Insurance or Fidelity Bond providing Employee Dishonesty on a blanket basis covering all of the Contractor’s employees with a minimum amount of insurance at least equal to the amount of the contract. The policy shall be endorsed to cover “Third-Party Liability” including a third-party beneficiary clause in favor of KEDB. The policy shall include a minimum twelve (12) month “Discovery Period” when written on a Loss Sustained basis.

☐ **Property.** The Tenant or Lessee, shall agree to maintain property insurance including flood and windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s)

and contents, including betterments and improvements made by the Tenant or Lessee, located on the premises. Contractor shall agree to be fully responsible for any deductible or self-insured retention, and to provide this coverage on primary basis.

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy with \$1,000,000 per occurrence and \$2,000,000 aggregate. If Contractor is using its Umbrella or Excess Liability Insurance policy to satisfy the minimum requirements, Contractor shall agree to endorse KEDB of Kaua'i as "Additional Insured" on the Umbrella or Excess Liability policy, or shall confirm in writing that its Umbrella or Excess Liability policy "follows form."

- H. Modifications or Changes: Modifications or Changes affecting the Proposer, or the Proposal Content or Representations after the deadline for submission of proposals.

Any actions or modifications which are caused by, but is not limited to, forces of nature, changes in law, rules, regulations, or economic conditions or situations that affect the Proposer, either directly or indirectly, and which are cause for or affect the content or representation(s) made in the Proposal submitted may be reason for the Proposal to be rejected.

IV. Instructions To Proposers.

A. Content of Proposals.

The intent of this section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. The Offeror may include any additional data or information which is deemed pertinent to the Request For Proposal. The proposal should be prepared simply and economically, providing a clear and concise response to the requirements herein.

Offerors are encouraged to describe those characteristics and services that make the organization unique and best suited for selection.

When a proposer submits a proposal, it shall be considered a complete plan for accomplishing the tasks described herein and any supplemental tasks the Proposer has identified as necessary to successfully implement the proposal plan. Proposal may be accepted and a contract awarded on the basis of the initial offers received. A presentation and/or Best and Final Offer may not be requested or required, if it is determined by the evaluation committee that a selection may be made on the initial proposals submitted.

1. Letter of Transmittal.

A transmittal letter shall be attached to the proposals. The transmittal letter shall be in standard business format, signed by an individual authorized to legally bind the offeror, and shall include:

- a. A statement naming the Offeror (legal name and if corporation, whether corporation has corporate seal) and stating the type of entity for the Offeror and any joint Offeror or subcontractor (e.g., corporation, limited liability company, partnership, sole proprietor, etc.);
- b. A statement, e.g. corporate resolution, identifying the person(s) and title of the person(s) authorized to sign all legal documents on behalf of the Offeror ;
- c. A statement that the Offeror and any joint Offeror or subcontractor are or will be registered to do business in Hawai'i and will obtain a State of Hawai'i General Excise Tax License, and that evidence of any such registration and General Excise Tax License shall be provided prior to award;
- d. A statement acknowledging that all addenda to this Request For Proposal have been reviewed by the Offeror; and
- e. A statement that the Offeror's proposal shall remain valid for **sixty (60)** calendar days after the proposal due date or the deadline for

submission of best and final offers, whichever is later. During said period no proposal will be permitted to be withdrawn, unless permitted by law.

- f. A statement disclosing whether or not the proposal contains **confidential** information, trade secrets or other proprietary data that the offeror does not want to be subject to public inspection. (see instructions in Section IV, D, 2)

2. Description of Offeror's qualifications, including:

- a. Resumes of principles, and key personnel assigned to this Request For Proposal;
- b. Organizational chart showing the responsibilities of key personnel;

3. Narrative discussion of conceptual plan, strategies, and methodologies. Offerors are encouraged to offer creative alternatives.

4. Narrative discussion of services to be provided by the Offeror, either directly or indirectly through affiliated offices and/or otherwise.

Particular attention should be given to those services and special expertise that are unique to your organization.

5. Narrative description of implementation plan upon award of contract.

6. Discussion of proposed fee, other compensation expected, and calculation.

7. **Exceptions.** Offeror shall state and discuss all exceptions taken to the contents or any requirements of this Request For Proposal document.

B. Inquiries: All questions and request for clarifications shall be submitted to CRDC.

C. Addenda: Addenda shall be issued to all prospective offerors who registered with CRDC.

Addenda issued for Best and Final Offers (BAFO) shall be sent to priority listed offerors only, as a separate restricted access solicitation.

D. Transmittal of Proposals:

Proposals shall be submitted by the offeror directly to CRDC at its office address noted above. Proposers shall be registered with CRDC and are required to submit proposals on their own behalf. Proposers are not to submit proposals through third parties unless specifically allowed by rule or law.

Proposers who experience technical transmission problems are to immediately contact the assigned procurement specialist for notice and assistance prior to proposal submission deadline.

1. Proposals shall be submitted in pdf form and hard copy.
2. Trade secrets or other proprietary data that the offeror does not want to be subject to public inspection shall **be submitted at the sole risk of the Offeror and without any liability to KEDB or CRDC.**

The request for confidentiality shall be submitted as a separate attachment to the proposal and readily identifiable. File name should include the term “CONFIDENTIAL”.

Disclosure or nondisclosure by KEDB of confidential material shall be governed by HRS, Chapter 92F, Uniform Information Practices Act (Modified). Confidential data is normally restricted to financial information concerning the offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act. **The price of products offered or the cost of services proposed shall not be designated as confidential information.**

All information contained in offers that do not comply with these instructions will be considered non-proprietary and subject to public disclosure upon request.

3. Proposal Cost. Proposals prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer. **All Proposals shall become the property of KEDB of Kaua‘i upon submission.**
- E. Proposal Due Date and Opening: Proposals are due by the date and time, designated in the Notice.

Proposals shall **not be opened publicly.**

V. Scope of Work.

The furnishing and delivery of the goods and/or services specified herein shall comply with this Request For Proposal in its entirety.

The scope of work shall include:

Provide a complete design/build package for the planning, design and construction of a creative technology center within the existing West Kaua'i Technology Center Phase II building. Proposal is to include all costs associated with design, permitting, demolition of existing office space and construction of new space as shown on the attached preliminary plans.

A 20% design, provided in exhibit B has been created prior to the solicitation of this RFP. The Proposal shall contain construction documents based on the floor plan of the renovated space that shall include all of the items shown on Exhibit "C". The Proposal shall include the demolition of four interior walls, the doorway between Suites 101 and 102, the drywall for the future video wall, the new entry to Suite 101, and the carpet. The Proposal should not be touching the existing drop ceiling as that is to remain in both suites. If this will affect construction, the Proposal must cite where and how this will be mitigated.

All new walls will be constructed to the 20% provided in Exhibit C. The proposal should allow for additional electrical and telecommunications ports for hardwire and wireless connectivity. The sections to follow will outline specific requirements for utilities:

1. Mechanical
 - a. All
2. Electrical
 - a. All
3. Telecommunications
 - a. All

For example, the Proposal should provide for a minimum of one classroom, computer workstation area, a sound proof room, where audio recordings and video/photo can be produced, a control room, a storage area, and a kitchenette/meeting area.

The Proposal shall indicate the electrical capacity which would be needed to operate all the equipment, lighting and air conditioning for the renovated area and whether or not additional electrical capacity for renovated area needs to be upgraded. The Proposal should also contain the cost for air conditioning to the renovated area separate from the other units in the West Kaua'i Technology Center, Phase II, as well as the cost to upgrade the existing central air conditioning system servicing the West Kaua'i Technology Center, Phase II to insure reliable air conditioning service to the renovated area. The Proposal should indicate the number and location of all electrical outlets, the number and

location of all CAT-6 connections, the number and location of all speaker or sound and/or audio visual system connections.

The schedule for the scope of work shall follow:

RFP Issuance	December 01, 2022
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VI. Minimum Qualifications.

The Offeror must provide a copy of a valid general contractor's license, certifications, and insurance.

VII. Project Objectives and Requirements.

The objective of this project is to perform a design and build for a creative technology center in the town of Waimea in the county of Kaua'i. The existing West Kaua'i Technology and Visitor Center (WKTVC) is hosting this KCTC has an existing 4000 sq ft space (suite 101 and 102) that will be renovated with this design and build contract.

The proposal should present a plan for allowing continuous unrestricted access to offices in the WKTVC while renovation work is being performed. This includes the unrestricted use of the parking lot, and keeping WKTVC area clean, clear, and free of debris. The contractor must supply a porta-potty for contractor use as WKTVC restroom facilities will remain for tenant use only.

VIII. Price Requirements.

Pricing shall be based upon a firm fixed cost.

IX. Selection, Award, and Non-selected Offerors.

A. Procedures.

Offerors will submit conceptual proposals in accordance with the instructions herein. Proposals will be reviewed and evaluated according to the evaluation procedures and criteria more specifically described below. Proposals will be categorized as acceptable, potentially acceptable, or unacceptable.

Unacceptable proposals shall be rejected. Acceptable and potentially acceptable proposals shall be eligible for the priority list.

Proposals may be accepted on evaluation without discussion and an award may be made to the responsible Offeror whose proposal is determined in writing to provide CRDC with the best value taking into consideration price and the evaluation factors set forth herein.

Addenda may be issued to clarify or modify the Request for Proposal and shall be distributed only to priority-listed Offerors.

Should best and final offers be deemed necessary, KEDB shall establish a date and time for the priority-listed Offerors to submit their best and final offers. Offerors who do not submit a Notice of Withdrawal or respond to a call for best and final offers shall have their initial proposal considered for final evaluation.

An evaluation will be conducted for award of a contract wherein applicable and appropriate, either after the initial proposals are received or after receipt of best and final offers.

B. Award: Award shall be made to the responsible offeror whose proposal is determined to **provide the best value** to KEDB taking into consideration the price and the evaluation criteria specified in the RFP.

The award shall be subject to the provisions of HRS 103D-328 relating to Tax Clearances, and HRS 103D-310(c) and HAR 3-122-112 both relating to Responsibility of Offers.

Selection and award of the proposal is subject to the availability of funds and restrictions that may be imposed by the State of Hawai'i. KEDB reserves the right to hold or suspend the construction or building portion of the award pending availability of funds.

C. Evaluation Criteria: Evaluations shall not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the offeror.

An evaluation panel shall review and evaluate all proposals timely received. The criteria to be used to evaluate each proposal shall consist of the following:

1. Technical capability and approach for meeting performance requirements. (30 points)
2. Competitiveness and reasonableness of price. (40 points)
3. Managerial capabilities. (30 points)
4. Best Value Factors. "**Best Value** means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves KEDB is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods, services, or construction, delivery, and proposed technical performance." (HAR 3-122-1 Definitions)