

**UNIVERSITY OF HAWAI'I  
Office of Capital Improvements**

**ON-CALL  
ARCHITECTURAL AND ENGINEERING  
SUPPORT SERVICES CONSULTANT  
OAHU ONLY**

**Indefinite Quantity  
Professional Services Contract**

**REQUEST FOR QUALIFICATIONS  
NO. RFQ-OCI-17001**

**QUESTIONS RELATING TO THIS SOLICITATION, CONTACT:**

**UNIVERSITY OF HAWAI'I  
OFFICE OF CAPITAL IMPROVEMENTS  
1960 EAST-WEST ROAD, B-102  
HONOLULU, HAWAI'I 96822  
PAULAY@HAWAII.EDU**

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**NOTICE TO PROVIDERS OF PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS  
NO. RFQ-OCI-17001  
FOR  
ON-CALL ARCHITECTURAL AND ENGINEERING  
SUPPORT SERVICES**

**INDEFINITE QUANTITY  
PROFESSIONAL SERVICES CONTRACT  
OAHU ONLY**

**UNIVERSITY OF HAWAI'I  
ISSUED PURSUANT TO  
HAWAI'I REVISED STATUTES (HRS) §103D-304**

STATEMENTS OF QUALIFICATIONS and LETTERS OF INTEREST responding to this Request for Qualifications will be accepted up **to 2:00 P.M. Hawai'i Standard Time ("HST")** on **September 23, 2016**, addressed to the University of Hawai'i, Office of Capital Improvements, 1960 East-West Road, B-102, Honolulu, Hawai'i 96822.

The deadline for submitting any requests for clarification related to this solicitation is **September 9, 2016**. Answers to questions timely received will be issued via addenda to this solicitation. Potential Offerors will not be contacted and are responsible for monitoring the State Procurement Office Notices website for any addenda.

The University reserves the right to cancel this request for statements of qualifications, to reject any or all submissions in whole or part, and to waive any defects in said submissions in the best interest of the University.

If you have any questions, please contact Paula A. Youngling at (808) 956-9572, University of Hawai'i, Office of Capital Improvements or email [paulay@hawaii.edu](mailto:paulay@hawaii.edu).

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**David Lassner  
President, University of Hawai'i**

**Posting Date: August 31, 2016**

## REQUEST FOR QUALIFICATIONS

In accordance with §103D-304, HRS, the University of Hawai‘i (“UH”), Office of Capital Improvements (OCI) is seeking qualified Architectural and Engineering (A/E) firms to provide **On-Call Architectural and Engineering Support (“A/E”) Services – Oahu Only** in support of minor UH construction projects on the island of Oahu. The work involves UH system-wide specific A/E services for various minor, non-recurring projects and will consist of providing such services on an “as-required” or “on-call” basis. The Master Contract will be an Indefinite Quantity Contract, in accordance with §3-122-143, Hawaii Administrative Rules (“HAR”). The Master Contract period of performance consists of one (1) base year with two (2) one-year options to extend. The Master Contract not-to-exceed (“NTE”) ceiling amount is anticipated to be \$500,000.

Individuals or firms, including those currently on UH’s yearly qualified list of professionals, are invited to submit a Qualifications Proposal and Letter of Interest for the project listed above in accordance with the requirements set forth herein. **Only those prospective individuals or firms whose proposals are submitted by the deadline below will be considered.**

The successful firm must be registered and licensed to do business in the State of Hawai‘i at the time of submission of the Statement of Qualifications to this Notice. Design services shall be performed only by a person(s) licensed in Hawai‘i.

### PURPOSE

The purpose of the on-call A/E consultant services contract is to provide UH agencies, system-wide, with the ability to efficiently obtain general architectural and engineering services to support small, non-routine projects that may arise during the fiscal year on the island of Oahu. Since UH cannot predetermine, above a specified minimum amount, the precise quantities of services that will be required during the contract period, an indefinite quantity Master Contract will be awarded in accordance with §3-122-143, HAR. When an “on-call”, or “quick-hit”, requirement arises, agencies will place Work Orders against the Master Contract as described herein.

### SCOPE OF WORK

A listing of tasks indicative of the Master Contract Scope of Services (Work) and issued at the Work Order level for this notice is attached hereto as Appendix A. In general, on-call A/E services may include design services in support of minor renovation projects, scope of work development, plans and/or specification development for minor construction, permitting coordination and submissions, design review services, cost estimating and/or constructability reviews, claims support, and other A/E services in support of minor construction. The work may involve various system-wide UH projects occurring concurrently on Oahu. The selected consultant will have the capability and capacity to provide support from persons in various architectural and engineering disciplines on an as-required basis and have the willingness to surge and lull to support UH as needed.

Definitive scopes of work, submittals, labor categories, and levels of effort will be negotiated with the selected Offeror at the Work Order level pursuant to Hawai'i Revised Statutes (HRS) §103D-304(h) (Supp. 2010). Labor rates will be in accordance with the most recent Department of Accounting and General Services Public Works Division established rate schedule.

### **TERM OF CONTRACT**

The term of the Master Contract shall not exceed an initial term of twelve (12) months from the contract effective date with two (2) one (1) year options to extend, at UH's sole discretion. The Master Contract will be subject to multiple notices-to-proceed issued via Work Orders, which will authorize specific tasks under the Master Contract to commence.

The cumulative total of all Work Orders issued off the Master Contract shall not exceed the maximum Master Contract ceiling amount of \$500,000. The ceiling amount may only be increased by mutual agreement of the parties memorialized in a contract modification to the Master Contract. Funds will be encumbered and certified at the Work Order level and will be accompanied by a purchase order referencing the Master Contract number and assigned Work Order number.

### **MINIMUM ORDERING REQUIREMENT**

Consultant A/E services shall be provided only as authorized by written Work Orders signed by both parties and issued in accordance with the Ordering clause of the Master Contract. The Consultant shall provide, when and if ordered, the services specified in the Work Order. UH shall only be required to order, at a minimum, the quantity of services designated in the Master Contract as the "minimum."

(a) Master Contract Ceiling Amount: \$500,000.00 NTE

The total of all orders placed under this Master Contract **shall not exceed** the Master Contract ceiling amount without issuance of a written, bilateral modification to the Master Contract.

(b) Minimum Order: \$2,500.00

UH is required to order services up to the minimum Work Order amount. UH may, but is not required to order any requirements from the Consultant in excess of the minimum Work Order limitation.

### **ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

A) Each of the following circumstances will be deemed an organizational conflict of interest and the affected Offeror(s) will be not considered:

- 1) A Person who produced design plans or deliverables under an existing UH Contract which could be the subject of review for approval by the same Person under this Contract.
  
- B) Non-Disclosure: The Contractor may be given access to records, which are confidential under State laws, solely for the purpose of performing the required services under the Contract. The Contractor may be required to sign a non-disclosure statement prior to receipt of such documents obligating each employee, agent, or Subcontractor of the Contractor not to make inappropriate use of or improperly disclose any of the contents of such documents.

### **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

### **REQUIRED SUBMITTAL MATERIALS FOR EVALUATION**

1. Letter of interest.

The letter of interest must include contact information (name, title, name of firm, mailing address, phone number, and email address) for the authorized representative(s) of the firm(s) submitting the letter of interest. Please ensure that contact information is up-to-date. Should UH need to contact you regarding your submittal materials it will be through the contact person named in the letter of interest. **In the case of a team approach, the letter of interest must indicate whether the team members intend to form a partnership, joint venture, prime-major subconsultant or other legal or organizational structure.** The letter of interest must be signed by a representative who is authorized to commit the firm. Signing the letter of interest attests that the information provided therein is current and factual.

Letter of Interest must be signed in ink by a person authorized to act for the Offeror. **Evidence of the signer's authority to act on behalf of the Offeror sufficient to satisfy UH must be submitted.**

The Letter of Interest and Statement of Qualifications will be date- and time-stamped by a UH officer or employee at the time of receipt by UH. It is the responsibility of the Offeror to ensure that the Letter of Interest and Statement of Qualifications is submitted on or before the time specified for receipt. An Offeror may submit a maximum of one (1) Letter of Interest.

2. Statement of Qualifications<sup>1</sup>.

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<sup>1</sup> In the case of a partnership or joint venture, submit the information requested above for the respective partnership or joint venture entity itself and for each member firm making up the partnership or joint venture.

UH expects the firm and individuals proposed under this solicitation, including subconsultants, will be the team providing services under the awarded Master Contract. UH reserves the right, in its sole discretion, to approve all subconsultants. Please provide the following information:

- A. Name of the firm, the year the firm was established under the current name, the principal place of business, the location of all its offices, registration number.
- B. Former firm names. Indicate any other previous names for the firm during the last five (5) years and the year the name change was effective.
- C. Type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, LLC, joint venture, etc.).
- D. The annual revenues and average number of employees over the past five (5) years.
- E. The names and phone numbers of a maximum of three (3) clients who may be contacted, including at least two (2) for whom services were rendered during the past twelve (12) months, preferably for on-call A/E services similar to those required in the Master Contract.
- F. An affirmative statement as to whether the firm, its principals or key employees presently, or in the past, are, or have been, involved in any debarment or suspension proceedings at the Federal, State, or City/County level.
- G. An affirmative statement identifying any contract involving the firm that was terminated for default within the past three (3) years.
- H. Provide a list of example projects which best illustrate the firm's relevant qualifications and capability to perform this Master Contract. The list must not exceed five (5) relevant projects undertaken within the past five (5) years. Provide the following information for each project listed:
  - Title and location of the project;
  - Project owner and owner's project number;
  - Specific roles of the firm;
  - Brief description of the work;
  - Period of performance (start and end dates);
  - Final contract value;
  - Percent of work completed by the firm under the contract;
  - Identify any project claims and litigation involving your firm (if none, so state); and
  - Name, title, and contact information for a maximum of one (1) reference.
- I. Key individuals.
  - i. Identify the persons who will be assigned to key positions to support the various potential taskings set forth in Appendix A. For each person clearly state the *current* employer and location of each person.
  - ii. Provide one-page resumes for the persons identified above. The resumes must include:

- Total years of experience, number of years with the current firm, name of the current employer, and current assignment location of key employee named;
- Education (highest relevant academic degree(s) and specialization for each degree);
- For individuals who hold current professional registration identify the registration number, state, and discipline. The name on the professional registration must match the name in Section 2.I.i, above; and
- Work experience on up to three (3) recent relevant projects. Include a brief description of the project (scope, size, cost, etc.), the person's specific role on the project, the year the person's work on the project was completed, and the person's employer for the project.

J. Other related information:

- An organization chart of the proposed Professional Services team which includes the key individuals identified in Section 2.I.i, above;
  - Describe how the organizational chart operates in terms of geographical location(s), project capacity and surge and lull capabilities to respond to anticipated on-call Work Orders in a timely manner wherein numerous Work Orders may be issued and performed concurrently.
- A narrative on any unique approaches or solutions the Offeror will undertake to accomplish the on-call work;
- Demonstrated capability in contract activities as noted in Appendix A Scope of Work/Services but also to include, but not limited to:
  - Ability to effectively communicate with both UH and subconsultants.
  - Ability to meet Work Order milestones even when numerous Work Orders are being performed currently.
- Confidential Discussions with the firms deemed to be within the competitive range may be held pursuant to Hawai'i Revised Statutes Section 103D-304(f).

3. In accordance with HAR §3-122-63(b), the statements of qualifications and related information submitted by the Offerors (submittal materials), except those portions for which a written request for confidentiality has been made per HAR §3-122-58, will be open to public inspection upon posting of the award of this Master Contract.

Offerors shall designate in writing those portions of their submittal materials that contain trade secrets, proprietary, or confidential commercial and financial information that are to remain confidential, subject to HAR §3-122-58. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Material designated as confidential must be readily separable from the submittal materials to facilitate inspection of the non-confidential portion of the submittal materials. Designation of the entire submittal materials as confidential will not be acceptable.

## SELECTION

UH will evaluate submittal materials according to the criteria identified below. The selection criteria are listed in descending order of importance.

### Selection Criteria

1. Experience and professional qualifications relevant to the Contract; **(40 points)**
2. Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies; **(20 points)**
3. Capacity to accomplish the work in the required time; **(20 points)** and
4. Capability and capacity to surge and lull personnel in response to the level of on-call services required by UH in a timely manner. **(20 points)**

Qualifications submittals will be scored and a minimum of three of the highest ranked firms will be submitted to the Procurement Officer. The Procurement Officer, or designee, will initiate negotiations regarding scope, schedule, labor categories, and fair and reasonable labor rates of compensation per category to be set on the Master Contract with the first-ranked firm. If negotiations are not successful with the first-ranked firm then the Procurement Officer will terminate negotiations and move to the second-ranked firm and begin negotiations regarding scope, schedule and budget.

## DEADLINE

An **original and five (5) copies** of the submittal materials shall be submitted not later than **2:00 P.M. Hawai'i Standard Time ("HST") on September 23, 2016** to:

UH Office of Capital Improvements  
RFQ-OCI-17001  
1960 East-West Road, B-102  
Honolulu, Hawai'i 96822  
Attention: Paula A. Youngling

Submittals by facsimiles are not acceptable. The Master Contract will only be awarded to an Offeror that demonstrates the ability to provide all of the services required on an on-call basis for the duration of the Master Contract. Submittal materials received for only part of the required services will be considered non-responsive to this notice.

Any inquiry regarding the Solicitation shall be directed in writing to UH's designated contact, Mrs. Paula Youngling, at the address above, or to the following email address:  
[paulay@hawaii.edu](mailto:paulay@hawaii.edu).

All contact between Offerors and UH shall only be in writing to UH's designated contact. Offerors may not contact UH employees or board members or UH's representatives concerning this RFQ while the Solicitation process is in progress.

Any contact determined to be improper, at the sole discretion of UH, may result in disqualification.

**APPENDIX A:  
ON-CALL ARCHITECTURAL AND ENGINEERING  
OAHU ONLY**

SCOPE OF WORK  
and  
INDICATIVE TASKS  
(August 31, 2016)

I. PROJECT

The Project shall consist of the provision of technical and professional services and other related service requirements for an **Architectural and Engineering (“A/E”) Services – Indefinite Quantity Contract**, as determined by the University of Hawaii (“UNIVERSITY”) and as mutually agreed upon by separate Work Orders. Each Work shall be independently negotiated, and shall be formally accepted by all parties on a separate Work Order which shall be numbered consecutively and which shall become a part of the Master Contract as it becomes executed before any required work commences. The UNIVERSITY may order one or more tasks or any combination of the services listed in this Scope of Work via Work Orders issued in accordance with the Ordering provisions to be set forth the in the Master Contract.

II. SERVICES

The complete services to be performed by the CONSULTANT shall be as stated above, including all incidental and related work, and shall consist of the following Tasks:

A. Schematic Design Phase

1. Visit the site, ascertain existing conditions, and hold such conference with representatives of the UNIVERSITY and take such other action as may be necessary to obtain the data upon which to develop the scope of work. Minutes of all conferences shall be furnished to the University Representative within one (1) week of the conference.
2. Prepare and furnish to the UNIVERSITY for its review and approval five (5) sets of all necessary studies, schematic drawings, working records, and other such drawings. These schematic design documents shall be revised as necessary and as required by the University Representative until approval is obtained.

B. Design Development Phase

1. Upon approval of the schematic design documents and further contract negotiations, proceed with the preparation of the design development drawings, outline specifications, and cost estimates for the construction of said project assignment.

2. Submit for the approval of the University Representative five (5) sets of the design development plans and five (5) sets of outline specifications, together with detailed estimates of the cost of constructing the project as shown on the plans. The design development plans shall include plans, elevations, and sections developed from the approved schematic design drawings in such detail and with such descriptive specifications as will clearly indicate the scope of the work and make possible a reasonable estimate of the cost. The design development documents shall be revised as necessary and as required by the University Representative. All previously marked-up documents shall also be submitted.

C. Working Drawing and/or Construction Contract Document Phase

1. After the design development plans, outline specifications, and cost estimates have been approved in writing, proceed with the preparation of complete working drawings, specifications, and cost estimates as required by the University Representative in connection with the construction of said project assignment.
2. Submit complete specifications for the project assignment, including necessary addenda to the specifications, proposals, and instruction to bidders, together with such supplementary General Conditions as may be needed to completely cover the project assignment. Specifications shall include reasonable additive or deductive alternates. Five (5) complete sets of working drawings, previously marked-up documents, five (5) sets of specifications, three (3) sets of detailed construction cost estimates, and other calculations as required shall be delivered to the University Representative.

Working drawings and specifications shall be revised as necessary and as required by the University Representative, provided that revisions from the approved design development plans shall be considered modifications under the Master Contract and General Terms and Conditions.

3. After the above revisions have been incorporated into the plans and specifications and the necessary State and UNIVERSITY agencies' approvals obtained, the CONSULTANT shall furnish to the UNIVERSITY one (1) complete set of prints of the signed and approved working drawings, one (1) set of specifications, CD-ROM and work done on the CADD system for the project in the requested format, and two sets of final cost estimates which are updated to be current with the set of approved plans. Specifications shall be minimum 20 lb., 8-1/2" x 11" bond paper.

D. Services for Bidding and Solicitation

1. During the period of solicitation, administer pre-bid meeting, prepare addenda as required and review all requests for substitutions and return immediately all requests with recommendations for approval or

disapproval to the University Representative.

2. Process building permit application for pick up by the construction contractor. All permit clearances shall be obtained at the earliest possible date but no later than the established commencement date of construction.

E. Services for Technical Consultation during Construction

1. Check shop drawings, color samples, catalog cuts, and other submittals furnished by the construction contractor for conformance with contract documents and return all submittals with recommendations for approval or disapproval within ten (10) calendar days from date of receipt. Also, make selection of color schemes and surface furnishes at the earliest possible date.
2. Furnish consultation and advice as requested by the UNIVERSITY during the construction, but not including the supervision of the construction work. Make site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the construction contract documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. On the basis of on-site observations, the CONSULTANT shall keep the UNIVERSITY informed of the progress and quality of the work and shall endeavor to guard the UNIVERSITY against defects and deficiencies in the work.
3. Review and respond to requests for information about the Contract Documents. Response to such requests shall be made in writing within seven (7) days. For any deficiency in the contract drawings, the CONSULTANT, upon request, shall furnish drawings and details to accompany change orders as issued by the University Representative. Also, review change order cost proposals and forward recommendations, for acceptance or refusal, promptly to the University Representative.
4. Prepare as-built drawings documenting any construction changes from information provided to the CONSULTANT by the Contractor. The as-built information for the actual products, furnishings, fixtures and finishes used by the Contractor, including manufacturer's name, model numbers, colors and finishes shall be shown on the as-built drawings. The CONSULTANT shall not be liable for the accuracy of the information given to the CONSULTANT by the Contractor. The CONSULTANT is acting as a recorder of the construction changes and shall be liable for the accuracy of transfer of the as-built information provided by the Contractor to the CONSULTANT. The CONSULTANT shall obtain and submit with the as-built drawings a signed certification from the Contractor that the information provided in the as-built drawings is accurate. The CONSULTANT shall submit one (1) CD-ROM containing the electronic

drafting files of the as-built contract drawings as AutoCAD's latest version format and as requested by the UNIVERSITY.

F. Reimbursable Expenses

Reproduction, mailing, long distance telephone charges, publication of public notices, permit fees, hazardous material assessment and monitoring, and other reimbursable expense items. Reimbursable expenses must be pre-approved by the UNIVERSITY and will be paid solely on a cost basis excluding markup. Invoices or other evidence of the expense shall be included in any payment request seeking reimbursement for the expense. Any and all reimbursable expenses will be negotiated at the Work Order level.

G. Miscellaneous Incidental Services

The basic scope of services to be performed by the CONSULTANT shall include, but not be limited to, the following miscellaneous incidental services as part of established professional services practices, without any additional compensation:

1. Project Management

The CONSULTANT shall provide professional project management and planning in accordance with established design services which includes, but is not limited to, items such as researching available information to develop optimum design solutions, scheduling of work, internal quality control, timely submittal, cost estimates and communications with the UNIVERSITY on necessary changes in the work as they may become apparent during the various stages of design. The CONSULTANT shall provide the client with pertinent and timely information regarding the status of the work, measures to help maintain costs and identify and solve problems as they arise, and coordinate the design with all appropriate UNIVERSITY and State agencies, and public utility companies.

The CONSULTANT shall furnish sufficient technical supervision and administrative personnel to ensure the completion of the work in accordance with the approved progress schedule or schedules.

The Consultant shall designate in writing, who his principal assistant will be during his absence. The assistant shall be a responsible, qualified person who can undertake the performance of this contract in the Consultant's absence.

The Consultant shall visit the Project site whenever requested to do so by the University Representative.

2. Project Schedule

Within five (5) calendar days of the execution of the agreed upon Work Order, the CONSULTANT shall submit a schedule showing the work tasks and activities and dates on which deliverables will be submitted. This

schedule shall provide for the completion of all Work within the time provided in this Agreement. Upon approval of this schedule, the CONSULTANT shall track the progress of Work and report any corrective action to the University Representative.

3. Attendance of Meetings and Conferences

The CONSULTANT shall attend design development, design review and construction coordination meetings when requested, this includes community meetings and public hearings. The CONSULTANT shall provide a memorandum of each meeting or conference summarizing the discussions and decisions made within one (1) week following the respective meeting or conference.

The Consultant may be required to revise and resubmit all written reports as requested by the University Representative.

4. Permits

The CONSULTANT shall prepare and process applications for all permits as required for the construction of the work based on the agreed upon Work Order. This work shall be done as early and as expeditiously as plans are developed to avoid revisions to the construction contract documents after bid opening, including preliminary discussions with permitting agencies during the preliminary stages of design.

The CONSULTANT shall monitor and expedite the permit processing by concurrently processing the plans with all the applicable agencies, and advise the UNIVERSITY of any potential delay as soon as it becomes apparent.

H. Redesign Requirements

Based on the individual agreed upon Work Orders, so called "PROJECT", if the Scope of Work requires the CONSULTANT to prepare construction contract documents and/or working drawings and cost estimates, the final construction contract documents shall be developed so that the bid amount for construction of the project from a responsible bidder does not exceed the Project Cost Limit specified in this Appendix, paragraph H. To accomplish this, the CONSULTANT shall include in the final construction contract documents and/or working drawings, sufficient alternates, without reducing the requirements of the basic item of work, for the purpose of adding to or deducting from the basic bid.

In the event the actual amount bid for construction exceeds or is less than the specified cost, alternates may be considered to the extent that the actual construction cost does not exceed the Project Cost Limit specified. In the event that the UNIVERSITY is unable to award the construction contract because the actual basic bid for construction less all deductive alternates exceeds the Project Cost Limit specified herein, in the sole discretion of the

UNIVERSITY, the CONSULTANT shall revise the final construction contract documents and/or working drawings for the PROJECT, at no cost to the UNIVERSITY, so that the PROJECT can be rebid and the construction cost does not exceed the PROJECT cost limit.

The Project Cost Limit for the PROJECT, per the individual agreed upon Work Order scope, is to be determined based upon the final construction cost estimate, agreed upon between CONSULTANT and University Representative, which is to be submitted as noted in the construction contract documents and/or working drawing phase.

I. Services incidental or ancillary to tasks

The UNIVERSITY may order services incidental or ancillary to any of the tasks set forth above in order to support Project Work Orders. Any incidental or ancillary tasks shall be negotiated at the Work Order level.