

STATE OF HAWAII
DEPARTMENT OF HEALTH
STATE LABORATORIES DIVISION

PROVIDE COUNTERTOP DEMOLITION AND INSTALLATION

INVITATION FOR BID
SLD-IFB-23-002

SPECIFICATION & SCOPE OF SERVICES

I. General Specifications

The CONTRACTOR shall provide the STATE with removal/disposal and delivery/installation of existing casework, cabinets, countertops, and fixtures in various laboratory rooms in the State of Hawaii State Laboratories Division ("SLD") Kamauleule Building, located at 2725 Waimano Home Road, Pearl City, HI 96782.

The casework and countertops shall be installed in SLD by qualified and trained individuals. Bidders must be licensed to do work in the State of Hawaii. Plumbing, electrical, and other work required during demolition and installation must be done by individuals licensed to do such work in the State of Hawaii.

Scope of services shall include:

1. Work Area

- a. Work area is in various rooms located on the third and second floor of the Kamaule'ule Building. See Attachment A Room List-Table for a list of rooms and a brief description of the work to be done in each room. Attachment A Room List-Map contains rough sketches of the size and location of the countertops and cabinets to be installed or removed. (Note: The sketches provided are for reference purposes only and not to scale; measurements noted are only estimates and not exact.)
- b. Work will be conducted while the building remains occupied. Contractor shall be responsible for ensuring proper signage and barriers are in place to prevent accidental entry by building occupants while work is being conducted.
- c. The Contractor shall be responsible for confirming measurements and ensuring that the replacement casework is of similar size, with the same number and size of plumbing, electrical, drawers, and any other fixtures.

2. Shop Drawings

- a. Contractor shall be responsible for measurements and development of shop drawing which show the size and configuration of new casework. Drawings shall indicate details of the installation such as size, shape, number of drawers, placement of utilities, etc. New casework should have a similar number of drawers and other storage spaces and be of a similar dimension to existing casework.
- b. Contractor shall submit drawings and color selection choices to the State and receive approval from the State prior to ordering.
- c. State reserves the rights to make minor changes to the number and types of drawers, cabinets, sinks, knee spaces, water and electrical fixture locations countertop heights and other details while reviewing the shop drawings
- d. Shop drawings shall be submitted to the State within 20 business days of the Notice to Proceed.

3. Demolition

- a. Contractor shall fully remove existing laboratory casework, cabinets, and countertops in the rooms detailed in the section "1. Work Area".
- b. All existing electrical wall strips shall remain in place. Electrical outlets and power strips on or in the countertops or casework shall be removed and replaced. Contractor shall be responsible for disconnecting all adjoining plumbing and electrical fixtures and any other utilities as necessary.
- c. Contractor shall be responsible for disposing of demolition and construction debris in accordance with all Federal, State, and Local regulations.
- d. All gas lines in existing casework shall be disconnected and capped except as noted in Attachment A Room List-Table.
- e. Contractor shall be responsible for small repairs in areas where casework and cabinets are removed but not replaced in addition to any minor repairs around the newly installed casework. This includes but is not limited to drywall/hole repair, flooring repairs, properly addressing any removed utilities, and painting.

4. Casework

- a. Contractor shall order and deliver new casework, countertops, and required plumbing fixtures as described in the specifications and as identified in the section "1. Work Area".
- b. New Casework with installed Countertops shall have a finish height of 3 feet except when noted on Attachment A.
- c. Prior to installation of casework, Contractor shall check and verify that no irregularities exist that could affect quality of execution of the work specified.
- d. Contractor shall coordinate with the State Laboratories Division Building Manager if there will be any interruptions of utility services for mechanical, plumbing, electrical, gas connections and other work.
- e. Contractor shall be responsible for disconnecting and reconnecting utilities (electrical, water, gas) as appropriate.
- f. Standard toe kick depth shall be 3 inches however Contractor shall make appropriate adjustments where foot-controlled faucets will be installed. Installed foot-controlled pedals shall not extend past the edge of the countertop which may require adjustments to the cabinet toe kick depth in front of sinks.
- g. Contractor shall install casework:
 - i. Set casework components plumb, square, and straight with no distortion and securely anchor to building structure. Shim as required using concealed shims.
 - ii. Bolt continuous cabinets together with joints flush, tight and uniform, and with alignment of adjacent units within 1 /16" tolerance.

1. Secure wall cabinets to solid supporting material, not to plaster, lath or gypsum board.
2. Abut top edge surfaces in one true plane. Provide flush joints not to exceed 1/8".

5. Sinks and Plumbing Fixtures

- a. Contractor shall be responsible for any plumbing work required to disconnect the old sinks and plumbing fixtures and to install the new sinks and fixtures. Fixtures will be of a similar style to existing fixtures or those already in use in the laboratory.
- b. Any existing sinks shall be replaced with new epoxy resin sinks of equivalent interior dimensions except when noted in Attachment A. Replacement sinks shall have a depth of 1 foot except where otherwise noted on Attachment A.
- c. Currently, some sinks have a large backsplash with or without shelving. Where indicated in Attachment A this feature shall be included in the new countertops and casework. It shall be replaced with a backsplash constructed of the same material as the other casework/cabinetry. See Attachment B for an example.
- d. Contractor shall be responsible for providing and installing a new cold/hot water faucet with foot pedal controls, deionized water faucet, and drench hose style eyewashes for each sink regardless of if the current sink has these features except where specifically excluded in Attachment A-Room List-Table.
- e. Examples of acceptable plumbing fixtures are included in Attachment A. Contractor shall provide the listed equipment or equivalent.
- f. Any pipes and other fittings required to install the new fixtures shall be of types acceptable for those purposes. The current drains on most of the existing sinks are chemical resistant blue pipe any additional piping and fittings required to install the new sinks and connecting them to the existing drains shall be of a material compatible with the existing piping and the new sink.

6. Countertops

- a. Where required due to field conditions, Contractor shall scribe to abutting surfaces.
- b. All new counter tops shall have a 4-inch backsplash constructed of the same material as the countertop where they abut a wall. See attachment B for an example.
- c. Only factory prepared field joints, located per approved shop drawings, shall be permitted. Secure the joints in the field, where practical, in the same manner as in the factory.
- d. Secure countertops to casework and equipment components with materials and procedures recommended by the manufacturer.
- e. Several existing countertops contain small built-up sections which contain small shelves and a power strip. This feature shall be replaced with a similar feature unless otherwise noted. See attachment A for some examples. This feature is typically found on casework/counters that run perpendicular to a wall and not along a wall. Attachment A Room List Table will include an indication on which rooms have this feature.

- f. Power mounds installed on the current countertops/casework shall be replaced with new power mounds. These are typically located on countertops which are perpendicular to a wall but do not contain the above-mentioned built-up section and power strip. While not specifically indicated on the sketches, there are approximately 8 power mounds that need to be replaced.

7. Flooring

- a. Contractor shall replace flooring material around new casework as necessary to create a continuous surface from the floor that comes up the side of the new casework. New flooring material shall be heat welded to the remaining flooring to create a continuous surface. See attachment A figure 16 for an example of the desired flooring to casework connection. Where new casework is installed abutting a wall that does not have this type of base, the edge shall be sealed with silicone to form a watertight seal. Any penetrations through the flooring material such as installation of foot-controlled pedals shall be sealed to create a watertight seal.
- b. Replacement flooring material shall be vinyl sheets that can and shall be heat welded to existing flooring to create a smooth water impermeable surface. Flooring color and pattern shall be like existing flooring. The current flooring material is a 1/16 in vinyl with a smooth surface. It is grey with dots on it. See attachment B for some pictures.

8. Scheduling and Staging

- a. Interruption to normal business operations for demolition, installation, flooring, utilities work in any specific area shall be limited to 7 consecutive workdays. Area is defined as those rooms connected directly by doorways without a hallway in-between them.
- b. State shall be responsible for removal of movable equipment and supplies in an area prior to start of work in that area. If needed for installation, Contractor shall be responsible for moving and reinstalling any floor standing or equipment that is permanently connected to the building.
- c. State shall be responsible for decontamination of an area prior to installation work and any decontamination required after installation is complete.
- d. Contractor shall provide a schedule for demolition and installation of each room to the State for approval at least one (1) month prior to the start of work for approval. State reserves the right to make some adjustments to this schedule prior to approval.
- e. Storage of materials and equipment within the building will be limited. Contractor shall be allowed some storage space outside the building and inside the building's loading dock for onsite storage of materials. The Contractor shall be responsible for any costs incurred if materials must be stored off site prior to installation.
- f. All work shall be completed within 1 year of the Notice to Proceed.
- g. Contractor shall provide an on-site container for the removal of all debris, dirt and rubbish accumulated from the demolition/installation of the laboratory casework, cabinets, countertops, and fixtures, and shall leave the premises broom clean and orderly.

- h. Prior to the completion of the demolition/installation work in an area, Contractor and the SLD Building Manager will do a walk through to note any deficiencies. If necessary, the Contractor shall repair or remove and replace defective work, as directed by the State. This shall include, but is not limited to:
 - i. Adjust doors, drawers and other moving or operating parts to function smoothly.
 - ii. Clean finished casework, counters, utilities, and touch up work (flooring/painting/patching/etc).
 - iii. Clean worksurfaces and leave them free of all grease and streaks.
 - iv. Room and casework left broom clean and orderly.
- i. During the demolition/installation of the laboratory casework, cabinets, countertops, and fixtures, Contractor shall provide protection to Work Areas which shall include, but is not limited to:
 - i. Provide reasonable protective measures to prevent casework and non-movable equipment from being exposed to other construction activity.
 - ii. Advise owner and/or his representative of procedures and precautions for protection of material, installed laboratory casework and fixtures from damage by work of other trades.

9. Material

- a. The Contractor shall order and install equipment which conforms to the following requirements.
 - i. Steel casework, epoxy and stainless-steel countertops, and related products, including filler panels, knee space panels, ledges and supporting structures will be delivered to the building, set in place, leveled, and scribe to walls and floors as required.
 - ii. Cabinet bodies, drawer bodies, shelves, drawer heads and door assemblies shall be fabricated from cold rolled steel and painted to prevent corrosion.
 - iii. While currently cabinets hang down from the countertops, replacement casework located under countertops shall be of a style that sits on and is connected to the floor. There shall be knee spaces large enough for lab chairs under the countertop similar to existing casework.
 - iv. Hanging cabinets shall have glass panels set in steel doors and shelving shall have lips which prevent materials from rolling or falling out of the cabinets.
 - v. Countertops shall have the same number of electrical outlets and other utilities as existing casework except where otherwise noted. All Gas spigots shall be removed and capped properly except as noted in Attachment A_Room List-Table. Casework shall have the same number and size of drawers and shelves as existing casework unless changes to these are approved by the State.

- vi. New Casework shall meet the performance characteristics described in SEFA 8M (see Attachment SEFA-8M-2016-Metal-Casework).
- vii. Contractor shall furnish new service strip supports, service tunnels, service turrets, supporting structures and reagent racks.
- viii. New countertops shall be made of epoxy resin except in room 2421, 3612, and 3513 where the new Countertops shall be made of gauge 16 (or thicker) type 316 stainless steel. All countertops must conform to the performance characteristic in SEFA 3 (see Attachment SEFA-3-2010-Work-Surfaces).
- ix. Utility service outlet accessory fittings, electrical receptacles and switches, any pipes, conduits, and other materials necessary to connect new sinks, power outlets and other utilities shall be new.
- x. New laboratory sinks shall be made of epoxy resin except in room 2421, 3612, and 3513 where the new sinks shall be made of gauge 16 (or thicker) type 316 stainless steel.
- xi. Epoxy resin countertops and painted casework must be available in a variety of colors which must include Black, White, and Grey.
- xii. Paint needed for minor repairs after demolition or installation shall be of the same type and color matched to the existing paint.

10. Warranty

- a. Countertops and casework and fixtures shall have a Manufacturer's Warranty which at a minimum provides the following:
 - i. One (1) year warranty on parts from date of final completion and acceptance to the original user of the equipment if it should prove defective workmanship or defective materials. The manufacturer shall replace the defective parts without charge to the State of Hawaii.
- b. Contractor shall provide a written warranty that the completed project is free from any workmanship or material defects for a period of one (1) year starting from the date of the whole project's final acceptance. The warranty shall state that, in case of any workmanship defects that occur within the period of one (1) year, the Contractor shall implement the necessary corrective work without charge to the State of Hawaii for the costs of materials, labor, and equipment use.

12. Other Requirements and Information

- a. Contractor shall be compliant on Hawaii Compliance Express (HCE) or be able to prove compliance by providing other appropriate documentation at the time of award and final payment.
- b. Contractor shall comply with all federal, state, and local regulations while removing and disposing of existing casework and countertops and related fixtures and while delivering and installing the new casework and countertops and related fixtures. All plumbing, electrical, and other work shall be done by individuals licensed to do such work in the State of Hawaii.
- c. Contractor shall agree to the terms and conditions set forth in the attached State's General Provisions for Goods and Services Hawaii Revised Statutes ("HRS")

Chapter 103D and the attached requirements for the AG-008 103D General Conditions.

- d. Contractor shall have sufficient insurance at the time of bidding and throughout the course of the work (see Attachment AG-008 General Conditions).

II. Special Provisions

1. Introduction

Replacement of Countertops and lab casework at the Department of Health, State Laboratories Division, located at 2725 Waimano Home Road in Pearl City, on the island of Oahu, shall be in accordance with these Special Provisions, the attached Specifications, and included by reference, the SPO General Provisions, dated 4/2013, and the General Conditions, Form AG-008.

2. Authority

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Bidders are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by a prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.

3. Procurement Officer

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Marion Wong
Administrative Officer
State Laboratories Division
2725 Waimano Home Road
Pearl City, Hi 96782
Telephone: (808) 453-6667
E-Mail: marion.wong@doh.hawaii.gov
Facsimile: (808) 453-6662

4. Issuing Officer

The individuals listed below are the sole points of contact from the date of release of this IFB until the selection of the Bidder to which the Contract will be awarded.

Primary Contact

Stephen Schanzenbach
Building Manager
2725 Waimano Home Road
Pearl City, Hi 96782

Telephone: (808) 453-6651
E-mail: Stephen.schanzenbach@doh.hawaii.gov
Facsimile: (808) 453-6662

Alternate Contact

Marion Wong
Administrative Officer
2725 Waimano Home Road
Pearl City, Hi 96782
Telephone: (808) 453-6667
E-mail: marion.wong@doh.hawaii.gov

5. Term of Contract

The term of contract shall be for the twelve (12) month period commencing on the States Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and vendor, prior to the expiration date, the Contract may be extended for specified periods of time not to exceed One (1) year or for not more than twelve (12) additional one (1)-month periods, or parts thereof, provided the contract price for the extended period(s) shall be in accordance with the price adjustment provisions listed herein.

6. Bidder's Qualification to Bid

Location of Business on Oahu. On the island of Oahu, Bidder shall maintain an island-based business at the time of bidding and during the contract period. Bidders must possess a valid Hawaii General Building Contractor's License at the time of bid and during the contract period. Bidder shall provide the address of their Oahu based office and Contractor's License number on the Bidder's Qualification form (QF-1). The Bidder shall not perform any work which requires a Hawaii specialty contractor's license without possessing such license.

7. Subcontractors

The Bidder shall list and provide contact information and license numbers (if applicable) for all subcontractors on the Bidder's Qualification Form (BQ-1&2). The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them. The Contractor shall complete the subcontractor information listed on the Bidder's Qualification Form.

8. Responsibility of Bidders

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required to be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS §103D-310(c):

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;

- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- Certificate of Good Standing for entities doing business in the State.

Information regarding Hawaii Compliance Express (HCE) utilized for verification of compliance can be found at <https://vendors.ehawaii.gov/hce/splash/welcome.html> . The State Laboratories Division will conduct periodic checks to confirm Bidder(s) maintain compliance on HCE throughout the term of the contract, including any extensions. If Contractor(s) Certificate of Vendor Compliance shows Not Compliant or Expired status in Hawaii Compliance Express, the State has the right to delay payments without penalty until Bidder shows Compliant on HCE or otherwise demonstrates compliance with the above chapters.

9. Pre-Bid Meeting

Prospective bidders are invited to attend a pre-bid meeting to be held on October 19, 2022, at 10 AM HST, at the Department of Health, State Laboratories Facility, 2725 Waimano Home Road, Pearl City, HI 96782. The Purpose of the pre-bid meeting is to address any questions and concerns bidders may have regarding the specifications or any other items in this solicitation. Although bidders are encouraged to notify the Issuing Officer if they plan to attend, it is not mandatory. A tour of the work areas will be conducted at the conclusion of the meet. This tour will be the only opportunity for prospective bidders to visit the site prior to bid submission.

10. Written Inquires

All inquiries regarding any item in this IFB shall be submitted on HIEPRO by November 1, 2022, COB. The State's responses shall not be constructed to make any changes to the IFB unless otherwise revised by an addendum.

11. Notice of Intent to Bid

No Notice of Intent to Bid is required for this solicitation.

12. Bid Preparation

Bid Submittal. To submit a bid, the Bidder must: (1) Complete the Offer form, Bidder's Qualification form, Bidder's experience form, and Wage Certificate attached to this IFB in accordance with the terms and conditions set forth in the IFB, (2) sign all forms in ink with an original signature, and (3) submit an electronic copy of all forms on HiePRO.

Bids must be received on HiePRO November 23, 2022, at 2 PM.

No Bids will be accepted after the deadline set for bidder submittals.

Legal Name: Bid shall be submitted using the Bidder's exact legal name as registered with the State Department of Commerce and Consumer Affairs. A Bidder shall indicate its exact legal name in the appropriate space on the Offer Form. The authorized signature on the Offer Page shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the bid shall automatically be rejected

unless accompanied by other material, containing an original signature, indicating the bidder's intent to be bound.

Offer Price: The offer price shall be the all-inclusive price to perform the services as specified herein. The offer price shall be the all-inclusive price and include, but not be limited to all labor, materials equipment, ground transportation, lodging, taxes, and other costs for providing the services herein.

Acceptance of bid, if any, shall be made within ninety (90) calendar days after the opening of bid, and the prices quoted by the Bidder shall remain firm for the sixty (90) day period or longer as mutually agreed upon by the bidder and the State.

Bid Security: Bid Security is required and must be in an amount equal to 5% of the total bid inclusive of all alternates.

Bid security submittal shall be as follows:

- a. Photocopy of the bid security shall be submitted with the bid documents on HlePRO.
- b. Original bid security shall be delivered within 72 hours of date/time bids are due to:

Attn: Marion Wong
State Laboratories Division
2725 Waimano Home Road
Pearl City, Hawaii 96782

- c. Bidder bears the whole and exclusive responsibility assuring the bid security is received by the purchasing agency. If bid security is not received within 72 hours of date/time bids are due, bid will not be considered for award of a contract resulting from this IFB.
- d. Bid security will be returned to the bidder upon execution of contract resulting from this IFB or at such time it is determined that no contract will be awarded from this IFB.

Confidential Information: Bidders shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) 3-122-21(a)(7) and 3-122-30(c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the bid. Price and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary. Confidential Information shall be separated prior to submittal of electronic copy of the of bid on HlePRO.

13. Bidder's Qualifications

To assure the State that the Bidder is capable and has the necessary experience to perform the services specified herein, the Bidder must possess a valid State of Hawaii Contractor's License Class "B" General Building Contractor and submit a minimum of three (3) references located in the State of Hawaii. The contractor must list all

subcontractors they will use for specialty work required to complete the services for which they do not possess a valid State of Hawaii Contractor's License. Bidder shall list their contractor license number, the licenses numbers of their subcontractors and the reference for whom the bidder has performed similar services along with contact information on the Bidder's Qualification Forms include in this IFB. The State reserves the right to contact any of the listed references to inquire about the Bidder's performance in providing the services.

14. Wage Certification

Wage Certificate. The Offeror shall complete and submit a Wage Certificate Form, by which the Offeror certifies that services required will be performed pursuant to HRS §103-55.

15. Method of Award

An award, if made, shall be to the lowest responsive and responsible bid submitted inclusive of any alternates selected by the Procurement Officer.

Only those bids that meet all the IFB's Specifications, Special Conditions, and General Conditions, and any other IFB requirements will be considered for award. Any bid that proposes terms, conditions, or requirements that are contrary to those specified herein or does not meet the qualification requirements of the IFB, as solely determined by the State and as provided for herein, may be considered nonresponsive and will be rejected as provided for herein.

16. Execution of Contract

The successful Bidder shall be required to execute the State's Agreement for Goods or Services Based Upon Complete Sealed Bids, including by reference in the IFB.

Performance and payment bond in the amount of 100% of the contract price is required for this Contract.

No work is to be undertaken by the Contractor prior to receiving a fully executed Contract. The State is not liable for any work, contract costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to receiving a fully executed Contract.

17. Invoicing

Contractor shall submit original and two (2) copies of the invoice to the following address:

State Laboratories Division
Department of Health
2725 Waimano Home Road
Pearl City, HI. 96782

Invoice should reference both the contract number and the IFB number. A Certificate of Vendor Compliance must accompany the invoice for final payment on the contract. Finally, invoice must be received within 30 days of completion of the contract.

18. Re-Execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

19. Liability Insurance

The CONTRACTOR shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

- a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The insurance shall be obtained from a company authorized by the law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For both the general liability and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The CONTRACTOR shall maintain in effect this liability insurance until the STATE certifies that the CONTRACTOR's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the CONTRACTOR shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above.

Each insurance policy required by this Contract shall contain the following clauses:

- a. The State of Hawaii, Department of Health is added as an additional insured as respects to operations performed for the State of Hawaii, Department of Health.
- b. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The certificate of insurance shall indicate these provisions are included in the policy.

The CONTRACTOR will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the CONTRACTOR, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

Please see attached Certificate of Insurance Template for additional details.

20. Liquidated Damages

Refer to Section 9 of the AG General Conditions, Form AG-008. Liquidated damage is fixed at the sum of Fifty (\$50) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion. Liquidated damage, if assessed, may be deducted from any payments due or to become due to the Contractor.

21. Removal of Contractor's Employees

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Building Manager.

22. No Multiple Bids

Multiple or alternate bids from the same Bidder will not be accepted. A Bidder may submit only one bid in response to a solicitation. If a Bidder submits more than one bid in response to a solicitation, than all such bids shall be rejected. Similarly, a Bidder may submit only one offer for each line item.

23. Protest

A protest shall be submitted in writing with five (5) working days after the aggrieved person knows or should have known of the facts giving rise there to or upon the posting of the award of the contract as described herein; provided that a protest based upon the content of the IFB shall be submitted in writing prior to the date set for receipt of offers.

The Notice of award, if any, resulting from this IFB shall be posted on the HlePRO site: <https://hiepro.ehawaii.gov/welcome.html>.

Any protest pursuant to 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer:

Attn: Marion Wong
State Laboratories Division
2725 Waimano Home Road
Pearl City, HI 96782

24. Campaign Contributions by State and County Contractors

If awarded a contract in response to this solicitation, Bidder agrees to comply with HRS section 11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

25. Certification of Independent Cost Determination

By submission of a bid in response to this IFB, bidder certifies as follows:

The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Bidder, as to any matter relating to such costs for the purpose of restricting competition.

Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.

No other attempt has been made or shall be made by the Bidder to indicate any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

26. Bond Requirements

Performance and Payment Bonds shall be required for Contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

- a. Surety bonds underwritten by a company licensed to issue bonds in this State; or
- b. A certificate of deposit; credit union share certificated; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - i. These instruments may be utilized only up to a maximum of \$100,000 (one hundred thousand dollars).
 - ii. If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
- c. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be cancelled, and award of the contract shall be made to the next lowest responsible and responsive Bidder.

27. Apprenticeship Agreement

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes § 103-55.6 (ACT 17, SLH 2009) shall apply.

- a. Any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
 - i. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - ii. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - iii. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
- b. Self-Certification. A bidder seeking the preference must identify each apprenticeable trade the bidder will employ to perform the work by completing the self-certification in the solicitation, offer and contract form. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
- c. The certification of bidder's participation (Form 1)
 - i. The Certification of Bidder's Participation (Form 1) shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
 - ii. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - iii. The completed Certification of Bidder's Participation -Form 1 for each trade must be submitted with the bid. A facsimile or copy is acceptable to be submitted with the bid, however the signed original must be submitted within five (5) working days of the bid open date. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.
 - iv. When filling out the Certification of Bidder's Participation (Form 1), the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. "Registered apprenticeship program" means a

construction trade program approved by and registered with the DLIR pursuant to HAR §12-30-1 and §12-30-4.

- v. The Certification of Bidder's Participation (Form 1) and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-1-Certification-of-Bidders-Participation.pdf>
- d. Upon receiving the Self Certification and Certification of Bidder's Participation Form 1, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
- e. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five (5) percent for evaluation purposes.

28. Hawaii Product Preference

The Hawaii products preference pursuant to ACT 175, SLH 2009 may be applicable for items of this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) to: Attn: Marion Wong, State of Hawaii Department of Health, State Laboratories Division, 2725 Waimano Home Road, Pearl City, HI 96782. The submittal must be received by 2:00 p.m. on May 26. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on 'For Vendors'; and select 'Hawaii Product Preferences'.

- a. In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form.
- b. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view.
- c. Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.
- d. Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, Certification for Hawaii Product Preference and submit to the Procurement Officer, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-38 is

available on the SPO webpage at <http://spo.hawaii.gov> under the “Quicklinks” menu; click on ‘Forms for Vendors, Contractors, and Service Providers’.

- e. When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.
- f. Change in availability of Hawaii product. In the event of any change that materially alters the offeror’s ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes

29. Recycled Product Preference

If applicable to this project, a recycled product preference of at least 5 percent of the price of the item is available. All bidders, either proposing or not proposing to use the recycled product preference shall complete the “Recycled Product Schedule”. If choosing to use a recycled product, enter the respective costs for the recycled product; otherwise, enter the cost for the non-recycled product. Make sure a cost is entered for each listed product. Each product cost shall be complete, including jobsite delivery and applicable taxes.

- a. For each recycled product the bidder chooses to use, the bidder shall include in its bid package the complete “Certification of Recycled Content Form” (SPO-Form 8) along with all supporting information.
- b. The “Recycled Product Schedule” shows the percent preference used for each listed recycled product.

30. Other Requirements

For all bids, the bidder must not be in violation Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and he/she must certify that the price(s) submitted are independently arrived at without collusion.

For bids in excess of \$100K, bidders must also provide a certification that a project specific, written Health and Safety plan for the job will be available and implemented by the notice to proceed date of the project.

If awarded a contract in response to this solicitation, Bidder shall comply with HRS section 11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

31. Employment of State Residents on Construction Procurement Contracts

a. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

"Contract" means contracts for construction under 103D, HRS.

"Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

"Construction" has the same meaning as in Section 103D-104, HRS.

"General Contractor" means any person having a construction contract with a governmental body.

"Procurement Officer" has the same meaning as in Section 103D-104, HRS.

"Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

"Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

b. HRS Chapter 103B as amended by Act 192, SLH 2011-Employment of State Residents Requirements:

- i. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80 % requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.
- ii. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- iii. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- iv. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

- v. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - i. Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - ii. The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - iii. In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.
- c. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
 - i. With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - ii. Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.