

State of Hawaii
Department of Health
Family Health Services Division
Maternal & Child Health Branch

Request for Bids

IFB-001-MCHB

AWNING REMOVAL

At Hawaii State Department of Health

Wilcox Building

741-A Sunset Avenue

Honolulu, Hawaii 96816

1. Background

Wilcox Building, 741-A Sunset Avenue, Honolulu, Hawaii is a three-story walk-up building with no elevators. The Wilcox Building is fifteen thousand, six hundred sixteen (15,616) square feet. The structure was formerly a nurses' dormitory which has been converted into an office building. The building is located on uneven terrain. Stairs are used to access the building from the parking lot. Overhead wires are connected to the frontside of the building.

2. Description of Services

The CONTRACTOR shall remove specified awnings from the Wilcox Building. The awnings are old and in poor condition. Several of the awnings have already fallen down due to wind damage. Awnings are located on the second and third floor of the building. Awnings are located on all four sides of the building. Prior to work being performed the CONTRACTOR shall test awnings for lead paint. If lead paint is present proper legal protocol must be followed for removal and disposal. Scaffolding and/or heavy equipment will be needed. Details listed in Attachment "A."

3. Scheduling the Work

CONTRACTOR shall only work Monday through Friday [not State holidays or weekends] and during standard business hours [7:45 a.m. to 4:30 p.m.]. CONTRACTOR shall complete work within four (4) months following the Notice to Proceed.

4. Responsibility of BIDDERS

4.1 To be eligible to submit a bid, the Bidder must possess a valid State of Hawai'i, General Contractor's License or a C Contractor's License.

4.2 Attendance at the pre-bid meeting/site visit is not a condition for submitting a bid. Due to the nature of this project, all prospective bidders/offerers are strongly encouraged to attend the pre-bid meeting/site visit. The meeting is to provide bidders/offerers with an opportunity to assess the property and ask questions about the contractual requirements and all technical aspects of the project.

4.3 The Department will not consider a proposal of \$25,000 or more unless accompanied by a valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii required by HRS 103D. A copy of the surety bid bond shall be included with the bid submitted and uploaded to HIePRO.

4.4 Requirement of Contract Bond. At the time of execution of the contract, the successful bidder shall file a good and sufficient *performance bond* and a *payment bond* on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder

and used in the prosecution of the work provided for in the contract. The bonds shall be of an amount equal to 100 percent of the amount of the contract price and include 5 percent of the contract amount estimated to be required for extra work. The bidder shall limit the acceptable performance and payment bonds to the following:

- a) Legal tender;
- b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- c) A certificate of deposit; share certificate; cashier's check; treasurer's check, teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

Such bonds shall also by the terms insure to the benefit of any and all persons entitled to file claims for labor done or material furnished in the work so as to give them a right of action as contemplated by HRS Section 103D-324.

4.5 BIDDER is advised that if awarded a contract under this solicitation, BIDDER shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

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

5. INSURANCE

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Bidder shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence, personal and advertising injury of \$1,000,000 per occurrence,

with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence-basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability as stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury per accident, and \$1,000,000 for property damage per accident.

6. Hawaii Compliance Express

State agencies can award amounts of \$2,500.00 or greater only to those companies that are registered with Hawaii Compliance Express (HCE). The HCE is an electronic system that allows companies doing business with State or County agencies to quickly and easily obtain proof that they are compliant with applicable laws. The HCE certificate, "Certificate of Vendor Compliance," is submitted in place of a tax clearance, labor certificate, and a Certificate of Good Standing required in Hawaii Revised Statutes (HRS) §103-D-310(c) and Hawaii Administrative Rules (HAR) §3- 122-112. For most efficient and timely processing, please register now on Hawaii Compliance Express for a fee of \$12 per year at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. For assistance with HCE registration, please call NIC Hawaii at 808-695-4620.

7. General Conditions. Additional Conditions listed in Attachment 103D-1

§103-55 WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS PERFORMING SERVICES.

https://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm

HAWAII REVISIED STATUTES, CHAPTER 103B - EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS, AS AMENDED, BY ACT 192, SLH 2011

HRS Chapter 103B, unless its application is in conflict with any federal law or will disqualify the

County from receiving federal funds or aid, shall apply to this contract. It requires the Contractor

and applicable subcontractor(s) to perform its contract with a workforce of which not less than eighty percent (80%) are Hawai'i residents. Reference Special Provisions 7.1(p) for related project specific requirements.

CODE OF ETHICS

If you are an officer or employee of the County of Hawai'i, or a business in which an officer or employee or officer or employee's immediate family has a controlling interest,

the provisions of Hawai'i County Code §2-83(c) must be complied with before a contract for goods or services may be entered into with any County agency.

NON-DISCRIMINATION

The Hawai'i Department of Health does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and, the Department of Health does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

1 Scope of Work

- 1.1 The CONTRACTOR shall have an office on the island of Oahu from where the CONTRACTOR conducts business and be accessible to telephone calls for complaints or requests that need immediate attention. The CONTRACTOR shall be able to respond verbally within two (2) hours from the STATE's call/request.
- 1.2 The CONTRACTOR shall furnish all labor, supervision and equipment including but not limited to power tools, scaffolding, etc.
- 1.3 The CONTRACTOR shall Perform all services in a safe and efficient manner. The CONTRACTOR shall employ best practices in providing services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein is to the STATE's full satisfaction and shall be in complete compliance with any applicable rules and regulations of all STATE, and local government agencies.
- 1.4 The CONTRACTOR shall be responsible for cleaning up the work site daily and at completion of project.

2 LOCATION AND AREA

- 2.1 The CONTRACTOR shall be solely responsible for the satisfactory completion, as determined by the Contact Administrator, of all work performed in accordance with the specifications herein.
- 2.2 The CONTRACTOR shall provide lead testing of the building awnings, removal and disposal to the building location listed below:
- 2.3 Wilcox Building: 741-A Sunset Avenue, Honolulu, Hawaii is a three-story old nurses' dormitory converted into an office building.

3 DESCRIPTION OF WORK

- 3.1 The CONTRACTOR shall test the awnings for lead paint prior to work being performed.
- 3.2 The CONTRACTOR shall remove the specified awnings. If lead is present, adhere to all provisions of the Hazard Communication Standard pertaining to the use of hazardous chemicals at the job site and as administered by the Department of Occupational Safety and Health ("DOSH"), State of Hawaii. This requirement includes but is not limited to the following:

- 3.2.1 Caution signs shall be provided by the CONTRACTOR and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger.
- 3.2.2 The CONTRACTOR shall provide and utilize appropriate safety signs during the performance of services. These safety devices shall be set up by the CONTRACTOR whenever their employee(s) are performing services. Safety devices shall be set up in a manner to restrict access to the area to prevent accidents to office personnel and the general public. Safety signs should include international symbols, instead of or in addition to English, when possible.
- 3.2.3 The CONTRACTOR shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents in the STATE's workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.
- 3.2.4 The CONTRACTOR's employee(s) who are required to handle or use poisons, caustics and other harmful substances shall be instructed on the safe handling and use, and be made aware of the potential hazards, and of personal hygiene and the required personal protective measures to prevent bodily injury or illness.
- 3.2.5 The CONTRACTOR shall take all necessary hazardous material handling precautions, to reduce risk of exposure and protect the health and safety of the work crew, office personnel and the public. Transport and discard materials, rubbish, and old parts. Work and disposal shall be conducted in compliance with all Federal, State, and local regulations.
- 3.3 The CONTRACTOR shall install scaffolding and/or necessary equipment to access the awnings.
- 3.4 The CONTRACTOR shall legally dispose of the awnings.
- 3.5 The CONTRACTOR shall obey OSHA requirements for working in close proximity to overhead power lines. Work with Hawaiian Electric if necessary.
- 3.6 The CONTRACTOR shall perform work during normal hours of operation, except on weekends and STATE and FEDERAL holidays, between 7:45am-4:30pm.

3.7 The CONTRACTOR shall be held liable and repair any damages to the property that incurred during the construction.

3.8 The CONTRACTOR shall be responsible for their own equipment that is lost or stolen in and around the property during construction.

4 WORK CONDUCT

4.1 The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ industry “best practices” in providing services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, STATE, and local governmental agencies.

4.2 The CONTRACTOR shall proceed with the work described herein upon notification by the STATE.

4.3 The CONTRACTOR shall employ, as is reasonably possible, such methods and means of carrying out its work so as not to cause any interruption or interference to the STATE’s operations.

4.4 The CONTRACTOR shall be held liable for all the acts of its employees including sub-contractors and its employees.

4.5 The CONTRACTOR and its employees shall not be allowed to park in zones assigned to facility personnel/tenants.

5 QUALITY CONTROL

5.1 The CONTRACTOR shall be certified (or sub-contractor) in lead-based paint testing and removal according to the Hawaii Administrative Rule, Title 11, Chapter 41, Hawaii Revised Statutes, Chapter 321-11(27) and Hawaii Revised Statutes, Chapter 342P.

5.2 The STATE reserves the right to monitor the CONTRACTOR's job performance at any time to ensure it is in accordance with the requirements of the Contract and to ensure that the quality of work is maintained at the standard established at the start of the Contract.

5.3 The CONTRACTOR shall ensure and be responsible for the continuity of service activities.

5.4 When a disagreement arises between the CONTRACTOR and the STATE with respect to the performance of specific service requirements within the Contract specifications, the

wishes of the STATE shall prevail. Failure on the part of the CONTRACTOR to comply shall be deemed cause for corrective action and subject to contractual remedies.

6 TIME OF PERFORMANCE

6.1 The STATE desires to commence this Contract on April 1, 2024. However, due to the time required for evaluation, award and execution of this Contract, the exact commencement dated is indeterminate at this time. Upon execution of the Contract, the STATE shall issue a Notice to Proceed to the CONTRACTOR.

6.2 The Contract shall be effective as of the date noted on the Notice to Proceed.

6.3 The CONTRACTOR shall complete the work within four (4) months following the Notice to Proceed.

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

* _____

Signature

Title

(Seal)

Name of Surety

* _____

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ Dollars (\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____ for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

* _____
Signature

Title

(Seal)

Name of Surety

* _____
Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**