

STATE OF HAWAII  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
OFFICE OF ENTERPRISE TECHNOLOGY SERVICES

HONOLULU, HAWAII

INVITATION FOR BIDS  
No. IFB-24-010

SEALED BIDS  
FOR  
GUY WIRE AND RADIO TOWER PART REPLACEMENT

will be received up to and opened at 2:00 PM (HST)  
on  
March 26, 2024

By submission to the State of Hawaii eProcurement System (HlePRO)

Technical and procurement questions relating to this IFB shall be submitted through HlePRO



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Douglas Murdock, Chief Information Officer

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Chief Information Officer  
Department of Accounting and General Services  
Office of Enterprise Technology Services  
State of Hawai'i  
Honolulu, Hawai'i 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions, and in the General Conditions, Form AG-008 (Rev. 10/17/13) attached to IFB-24-010; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Respectfully submitted,

Fax No.: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Contractor

Payment address, if other than street  
address at right:

\_\_\_\_\_  
Authorized Signature(Original)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Hawaii General Excise Tax Lic. I.D. No.:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Social Security or Federal I.D. No.:

\_\_\_\_\_  
City, State, Zip Code

If Contractor shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Contractor is: \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint  
Venture \_\_\_\_\_ Other \_\_\_\_\_

(specify)

State of incorporation: Hawai'i \_\_\_\_\_ \*Other (Specify jurisdiction)

\*If "other", is corporate seal available in Hawaii? \_\_\_\_\_ Yes \_\_\_\_\_ No

**The following bid is hereby submitted for  
GUY WIRE AND RADIO TOWER PART REPLACEMENT  
(IFB 24-010)**

Guy Wire and Radio Tower Part Replacement Bid Price

\$ \_\_\_\_\_

**EXACT LEGAL NAME OF CONTRACTOR (COMPANY):** \_\_\_\_\_

**AUTHORIZED SIGNATURE (ORIGINAL):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

INSURANCE COVERAGE (if applicable)

	<u>Carrier</u>	<u>Policy No.</u>
1. Commercial General Liability	_____	_____
2. Workers Compensation	_____	_____
3. Temporary Disability	_____	_____
4. Prepaid Health Care	_____	_____
5. Automobile Insurance	_____	_____

REFERENCES

Contractor shall list below the names and addresses of three (3) companies or government agencies to which it has provided or is currently providing services similar to those requested herein.

<u>Company Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

EXACT LEGAL NAME OF CONTRACTOR (COMPANY): \_\_\_\_\_

AUTHORIZED SIGNATURE (ORIGINAL): \_\_\_\_\_

TITLE: \_\_\_\_\_

Significant Dates

Specification Released: March 13, 2024  
Pre-Bid Conference: N/A  
Questions Due: March 18, 2024  
Bids Due / Bid Opening: March 26, 2024

Required attachments:

- Bid Submittal Form
- Wage Certificate
- Insurance Page

## **SPECIFICATIONS**

### **1 INTRODUCTION**

The Office of Enterprise Technology Services (ETS), Department of Accounting and General Services (DAGS), of the State of Hawaii is soliciting the following:

This procurement is for the replacement of the guy wires and securing anchor points that have corroded over time at the radio site known as Kukui and located on the island of Kauai at N22 03' 10.36", W159° 39' 40.83" approximately 8.8 miles from Kaumualii Hwy on Waimea Canyon Road. The tower is 180' and anchored at three levels as shown in the attached engineering study.

### **2 SITE LOCATION**

#### Kukui (Kauai)

Located on the left side of the road approximately 8.75 miles up Highway 550 from the turn off Kaumualii Highway in Waimea. This site has no street address.  
Site coordinates: 22° 3' 10.36"N, 159° 39' 40.83"W.

### **3 WORK TO BE BID**

The Construction Drawings for Kauai Island, Hawaii, Kukui 180-Ft Guyed Tower – Kauai, HI dated 02/08/2023 attached to this HlePRO solicitation specifies the work to be done to replace the corroded guy wires and anchor points.

### **4 GENERAL REQUIREMENTS**

General Requirements are listed in the Construction Drawings for Kauai Island, Hawaii, Kukui 180-Ft Guyed Tower – Kauai, HI dated 02/08/2023 attached to this HlePRO solicitation

#### **Professional Services Requirements:**

The Offeror shall possess a Professional Engineer license as a Structural Engineer and must also possess a C-68TN Tower Design Construction Modification license and submit copies of licenses along with their bid for this HlePRO solicitation.

### **5 SPECIAL PROVISIONS**

#### **5.1 Scope**

The Guy Wire and Radio Tower Part Replacement as specified herein, shall be in accordance with the Special Conditions, Specifications of this IFB, the General Conditions, and Chapter 103D, Hawai'i Revised Statutes, and its implementing rules.

## 5.2 Questions

Technical and procurement questions relating to this IFB shall be submitted through HlePRO no later than March 18, 2024.

## 5.3 Term of Contract

The Offeror (or Contractor) shall enter into a contract for furnishing the Guy Wire and Radio Tower Part Replacement for a period of twelve (12) months from the commencement date on the Notice to Proceed.

# 6 CONTRACTOR QUALIFICATIONS

## Experience

The offeror shall demonstrate the capability to provide the specified services. It is highly desirable for offeror's experience to include guy wire replacements at towers with uneven anchor point elevation.

# 7 BID PREPARATION

## 7.1 SUBMISSION OF OFFER

Offers shall be received electronically through the Hawaii State eProcurement (HlePRO). **Offers received outside of HlePRO shall be rejected and shall not be considered for award.** To register for HlePRO, please go to <http://hiepro.hawaii.gov>. If you need assistance with registering, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Contractor's electronic response to this bid shall be deemed an offer to provide the specified goods and services to the State at the price(s) shown in the electronic response and under the terms and conditions of this IFB.

Contractors must complete and submit (return) the following form(s):

1. Bid Submittal Form;
2. Insurance Page;
3. Wage Certificate;
4. Copies of Contractor's and/or subcontractor(s) licenses;

These document(s) must be submitted electronically, **as an attachment**, through HlePRO. Contractors are responsible to ensure all forms requested are attached when submitting a bid.

If Contractors need assistance in submitting the documents through HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

## 7.2 Bid Quotation

The bid prices shall be all inclusive and include all costs for labor, personnel travel costs, and per diem; parts (in accordance with the terms described herein), materials, supplies, and consumables; any additional tools, machines, equipment, and safety equipment required; costs for storage, transportation, shipping, and supervision; taxes; and costs for commercial general liability insurance as required herein by the State as necessary to accomplish the Guy Wire and Radio Tower Part Replacement as specified herein.

## 7.3 Responsibility of Contractor

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

1. Hawaii Revised Statutes, Chapter 237, tax clearance;
2. Hawaii Revised Statutes, Chapter 383, unemployment insurance;
3. Hawaii Revised Statutes, Chapter 386, workers' compensation;
4. Hawaii Revised Statutes, Chapter 392, temporary disability insurance;
5. Hawaii Revised Statutes, Chapter 393, prepaid health care; and
6. Hawaii Administrative Rules, Section 3-122-112 (a)(3), Certificate of Good Standing.

The Contractor, if awarded a contract pursuant to this IFB, shall comply with all laws governing entities doing business in the State. The Contractor shall obtain and provide to the State:

**Hawaii Compliance Express**. Contractors may use the Hawaii Compliance Express (HCE) to show proof of compliance with the requirements of §103D-310(c), HRS. HCE allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> for an annual fee payable to Hawaii Information Consortium, LLC (currently \$12.00) to acquire a "Certificate of Vendor Compliance," which provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that Contractor's status is compliant with the requirements of §103D-310(c), HRS, is accepted for both contracting purposes and final payment.

Contractors not utilizing HCE to demonstrate compliance shall provide the paper certificates as instructed below. All certificates must be valid on the date it is received. All applications for applicable clearances are the responsibility of the Contractor.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, the lowest responsive Contractor shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on



the date it is received.

The tax clearance certificate shall be obtained on the State of Hawai'i, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

[http://www.hawaii.gov/tax/a1\\_1alphalist.htm](http://www.hawaii.gov/tax/a1_1alphalist.htm)

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Pursuant to §103D-310(c), HRS, the lowest responsive Contractor shall be required to submit a certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received. A photocopy of the certificate is acceptable.

The certificate of compliance shall be obtained on the State of Hawai'i, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the completed form to the Contractor.

The application for the certificate is the responsibility of the Contractor and must be submitted directly to the DLIR.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The lowest responsive Contractor shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue and must be valid on the date it is received. A photocopy of the certificate is acceptable.

To obtain the Certificate, the Contractor must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore is not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30HST). Contractors are advised that there are costs associated with registering and obtaining the Certificate.

#### **7.4 References**

Contractor shall list on page S-2 of this solicitation at least three references in the State of Hawaii who Contractor has provided work for that is similar in nature and volume to the work specified herein. The State reserves the right to contact

the references provided.

### **7.5 Insurance**

Contractor shall provide insurance information as requested on page S-2 of this solicitation.

### **7.6 Wage Certificate**

The Contractor is required to complete and submit a Wage Certificate by which the Contractor certifies that wages will be paid and work will be performed in accordance with HRS Section 103-55.5 and Chapter 104. See Wage Certificate at W-1.

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

Contractors are hereby notified of the applicability of HRS section 11-355, 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, FAQs are available at the Campaign Spending Commission webpage (<http://hawaii.gov/campaign>). Information on spending issues should be directed to the Campaign Spending Commission's Executive Director or its General Counsel at (808) 586-0285.

## **9 AWARD**

### **9.1 Bid Evaluation**

All line items will be used to evaluate total bid amount. Bid amounts for all items on the bid sheet will be summed. Lowest total sum will determine the winning contractor.

### **9.2 Method of Award**

The State reserves the right to not make an award in accordance with the State's procurement laws and rules. Any award made shall be to a single qualified contractor. The State may award some, all, or none of the individual jobs listed herein. Based on available funds, and the line items bid by the winning contractor, the State will notify the winning contractor of its status and issue the Notice To Proceed (NTP). All items awarded must be worked on concurrently.

### **9.3 Certifications Required Prior to Award**

Prior to awarding contract(s), the State will require certification of the following insurance coverage, in accordance with the requirements specified below in Section 11.4:

Commercial General Liability (occurrence form); and Worker's Compensation.

Prior to awarding contract(s), the State will require certification of the following insurance coverage, if applicable:

Temporary Disability Unemployment Insurance  
Prepaid Health Care Automobile Insurance

#### 9.4 Acceptance of Bid

Acceptance of bid, if any, will be made within one hundred twenty (120) calendar days after the opening of offers; the prices quoted by the Contractor shall remain firm for the one hundred twenty (120) day period.

### 10 CONTRACT

#### 10.1 Contract Execution

The State shall forward a contract to the successful Contractor for execution. The contract shall be signed by the successful Contractor and returned within ten (10) calendar days after receipt by the Contractor. **NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.** The contract shall include the General Terms and Conditions, a copy of which is attached to this bid specification.

#### 10.2 Notice To Proceed (NTP)

No work shall be undertaken by the successful Contractor prior to the commencement date specified on the NTP. The State is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the successful Contractor prior to the official commencement date.

#### 10.3 Liability Insurance

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

##### Coverage Limits

Commercial General Liability (CGL)	Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of <b>\$1,000,000</b> combined single limit per occurrence for bodily injury and property damage, and <b>\$2,000,000</b> in the aggregate
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Workers' Compensation	Statutory Minimum coverage: <b>\$100,000</b> Employers Liability each accident, <b>\$100,000</b> Employers Liability disease
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per each employee, and **\$500,000**  
disease policy limit

Automobile Insurance

Minimum coverage of \$1,000,000  
per accident

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

1. For Commercial General Liability coverage, "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawai'i."
2. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
3. "Waiver of Subrogation in favor of the State applies to the CGL, Workers Compensation, and Auto policies."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including extensions. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor shall deposit with ETS on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this IFB and the contract have been complied with and shall keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of the contract, including extensions. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

#### **10.4 Goods and Service Requirements**

Any adjustments to the contract shall be made through a contract modification.

#### **10.5 Inspection**

All work done and all materials furnished shall be subject to inspection and approval by the State to ascertain that the work and materials rendered are

in accordance with requirements and intentions listed herein.

## **11 INVOICING AND PAYMENT**

The original and three (3) copies of an invoice for payment shall be submitted to:

State of Hawaii  
Department of Accounting and General Services  
Office of Enterprise Technology Services  
P.O. Box 119  
Honolulu, HI 96810-0119  
Attention: Fiscal Office

Section 103-10 HRS, provides the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

Payment shall be made at the contracted price upon certification by the State that the required goods and services have been satisfactorily supplied and performed. All invoices shall reference the contract number.

Final Payment Requirements. For awards of \$2,500 or more, A "Certificate of Vendor Compliance" must be submitted for final payment.

## **12 LIQUIDATED DAMAGES**

Refer to Section 9 of the General Conditions. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion.

## **13 CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS**

The solicitation may be cancelled or the bids may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3- 122-95 through 3-122-97, Hawai'i Administrative Rules.

## **14 PROTEST**

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award resulting from the solicitation will be posted on HlePRO.

Any protest pursuant to section 103D-701, HRS, and section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, ETS, 1151 Punchbowl Street, Room B-10, Honolulu, Hawai'i 96813.

## **15 SUBMITTED BID IS A PUBLIC RECORD**

All bids submitted to the State shall be considered a public record subject to section 3-122-30, HAR. Contractors shall designate those portions of their bid which contain trade secrets or other proprietary information that the Contractor deems confidential, and the portions designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.

**WAGE CERTIFICATE**  
(For Service Contracts)

Subject: IFB/RFP No.: \_\_\_\_\_

Title of IFB/RFP: \_\_\_\_\_

\_\_\_\_\_  
(To be completed by Contractor)

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and

The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_