



Hawaii Community Development Authority
Department of Business, Economic Development and Tourism
State of Hawaii

Invitation for Bids
(IFB No. HCDA-CIP-2024-02)

CONSTRUCTION SERVICES FOR QUEEN STREET CATCH BASIN REPAIR

Located at:

Tax Map Key No. (1) 2-3-004-080
Kakaako, island of Oahu, Hawaii
in the vicinity of the 1141 Waimanu St address

APPROVED:

Craig Nakamoto

September 19, 2024

Date: _____

Craig K. Nakamoto
Executive Director / Head of the Purchasing Agency (HOPA) for
Hawaii Community Development Authority

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ATTACHMENT 1: Bid Forms

ATTACHMENT 2: AG-008 103D General Conditions

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EXHIBIT A: Drawings

EXHIBIT B: C&C of Honolulu storm water network reference map

EXHIBIT C: Similar Public Employee Positions

SECTION ONE – INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACRONYMS

| | | |
|---------------|---|--|
| Addenda | = | A written document which may be issued by the HCDA during the solicitation period establishing changes to the IFB |
| AG | = | State of Hawaii, Department of the Attorney General |
| AG Conditions | = | State of Hawaii, Department of the Attorney General, General Conditions |
| Bid | = | The Bidder’s offer to provide the requested goods and/or services as specified under this IFB |
| Bidder | = | Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated |
| Contractor | = | The Bidder awarded a contract under this electronic IFB |
| DCCA | = | State of Hawaii, Department Commerce and Consumer Affairs |
| HAR | = | Hawaii Administrative Rules |
| HCE | = | Hawaii Compliance Express |
| HIePRO | = | State of Hawaii Electronic Procurement System |
| HRS | = | Hawaii Revised Statutes |
| IFB | = | Invitation for Bids, referring to all documents, whether attached or incorporated by reference, utilized for soliciting bids |
| NTP | = | Notice to Proceed |
| SPO | = | State of Hawaii Procurement Office |
| STATE | = | State of Hawaii, including its departments, agencies, and political subdivisions |
| Work | = | All tasks and related goods and services relating to completion of the project set forth in the IFB |

Supplementally reference Article 1 – *Definitions* of the HCDA General Provisions for Construction Contracts included in this IFB as its Attachment 3. And Section SP-1 – *Definitions* of the Special Provisions included in this IFB as its Attachment 4.

1.2 INTRODUCTION

The Hawaii Community Development Authority (hereinafter “HCDA”) is a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism.

The HCDA is the fee simple landowner of the section of Queen Street between Waimanu and Kamakee Streets (hereafter known as the “Premises”), located within the parcel identified by Oahu Tax Map Key (TMK) No. (1) 2-3-004-080 in the Kakaako Community Development District (KCDD) Mauka. The Premises is highlighted in the vicinity and location maps attached hereto as part of Exhibit A – Drawings.

The HCDA requires the services of a construction contractor (hereinafter “Contractor”) to furnish and perform the construction services necessary to restore the full functionality and visual aesthetics of an active, in-service public storm water catch basin (hereinafter the “Project”) on the Premise.

1.3 PROCUREMENT SCHEDULE

| | |
|---|---|
| HiEPRO Posting/Procurement Notice System: | Thursday, September 19, 2024 |
| Pre-Bid Conference & Site Inspection HCDA American Brewery Building* 547 Queen Street, Honolulu, Hawaii 96813 1 st Floor Conference Room <i>*Note: Public parking is not available at this location. Please plan accordingly.</i> An optional site inspection at the Premises will immediately follow the pre-bid conference. | Thursday, October 3, 2024 10:00 a.m. HST |
| Deadline to Submit Written Inquiries: | Tuesday, October 15, 2024 4:00 p.m. HST |
| Response to Written Inquiries: | Tuesday, October 22, 2024 3:00 p.m. HST |
| Deadline for Solicitation: | Thursday, October 31, 2024 4:00 p.m. HST |
| Anticipated Award Date: | Friday, November 15, 2024 |
| Anticipated Contract Start Date: | Monday, December 2, 2024 |

The HCDA reserves the right to amend or revise the timetable without prior written notice when

it is in the best interest of the HCDA. The schedule represents the HCDA's best estimate of the schedule that will be followed.

1.4 POINT OF CONTACT

The HCDA is the issuing office for this Invitation for Bids (hereinafter "IFB") and all subsequent addenda relating to it. The HCDA Capital Improvement Program is responsible for the procurement and award process for this IFB as well as administering and monitoring the contract post-award.

The HCDA Point of Contact for this IFB is Mark Hakoda, Director of Capital Improvements or his designated representative, either of whom may be contacted at:

Phone: (808) 594-0300

Fax: (808) 594-0299

Email: dbedt.hcda.contact@hawaii.gov

END OF SECTION

SECTION TWO – SPECIFICATIONS

2.1 BACKGROUND

The storm catch basin is part of and connected to a public stormwater collection system. The concrete structure is believed to have been damaged by an overweight vehicle and/or prematurely spalled in localized sections due to misplaced rebar during initial construction resulting in insufficient concrete coverage.

In the proximity of the Premises, there are several ongoing construction projects. The selected Contractor shall coordinate with the HCDA and its designated representatives to minimize impacts to the other ongoing construction projects, general public and vehicle traffic in the vicinity of the Premises.

2.2 SCOPE OF WORK

The Contractor shall furnish to the HCDA all supervision, labor, equipment, tools, supplies, material, permits, and fees necessary to complete the Project in accordance with the IFB document and all of its attachments and exhibits whether included in the IFB posting or by reference naming.

2.2.1 PERMITS AND FEES

The Contractor shall be solely responsible for applying for, picking up, and paying for all necessary permits and fees needed to complete the Project. This includes, but is not limited to all: State of Hawaii permits, City and County of Honolulu permits, public utility connection fees, and service fees.

2.2.2 STAGING AND STORAGE AREA

There is no designated staging or material storage area for the Project. The Contractor shall be solely responsible for maintaining their own off-site staging area. All materials, tools, equipment, and supplies shall be brought to the Premises daily and cleared from the Premises at the end of each working day. The Premises shall be cleaned and cleared of all waste and debris at the end of each working day. The Contractor shall comply with all standards and best practices for work within state and city rights-of-way.

2.2.3 PROJECT SIGN

There is no project sign needed for this Project.

2.3 ADDITIONAL WORK

Additional services performed that are not pre-approved in writing by the HCDA shall be at the Contractor's sole expense.

2.4 SUBCONTRACTORS

The Contractor is allowed to hire subcontractors as needed to perform any specialized service(s) that the Contractor cannot perform for themselves either because the Contractor does not directly offer the service, or the service requires a skill that the Contractor and its personnel do not possess. The Contractor is solely responsible for ensuring that the subcontractor(s) have all necessary licenses, tax certifications, permits, and/or certificates to perform the Work.

The HCDA reserves the right to pre-approve all subcontractors in writing and shall require the Contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein. The Contractor shall be the subcontractor's sole point of contact and shall oversee all services performed by the subcontractor, including supervision of subcontractor's work and payment of any and all charges resulting from the work. The Contractor shall be responsible for all Work set forth in Section 2.2 Scope of Work, regardless of whether the primary Contractor or a subcontractor performs them.

The Contractor must request written permission from the HCDA prior to hiring or delegating any services to a subcontractor and shall not delegate any services to any subcontractor without prior written approval from the HCDA. The Contractor shall be responsible for all expenses incurred if written approval is not obtained from the HCDA prior to work commencing.

If a subcontractor is required, the Contractor's mark-up shall not exceed 10%. The Contractor shall substantiate all costs by submitting a copy of subcontractor's proposal or invoice to the HCDA.

2.5 WORK BY OTHERS

The HCDA may retain other vendors or contractors to perform work outside of the Contractor's Scope of Work as listed in this IFB, on or around the Premises at any time. The Contractor shall neither obstruct nor interfere with the work performed by other vendors or contractors retained by the HCDA.

2.6 CONTRACT TERM

The contract shall be for a period three (3) consecutive months from the date of the Notice to Proceed ("NTP") letter issued by the HCDA (the "initial term"), with one (1) option at HCDA's sole discretion to extend for an additional three (3) month period, or portion thereof (the "extension term") for a maximum term totaling six (6) months.

The field work is specially required to be performed and completed within a three (3) consecutive week duration scheduled within the contract period. Project liquidated damage assessment is applicable and compounding for both the contract term and this special field work duration.

The extension term is subject to availability of funds and satisfactory performance by the Contractor and may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date; provided, however, the contract price for the extended term shall not be increased above the bid price, except for any allowable wage increases approved by the HCDA in accordance with Hawaii Revised Statutes (“HRS”) §103-55 (see Section 5.8 Contract Price Adjustment Pursuant to Section 103-55, HRS).

END OF SECTION

SECTION THREE - REQUIREMENTS

3.1 GENERAL REQUIREMENTS

1. The Contractor shall perform all Work in a safe manner in accordance with all State, City and Federal laws, rules, and regulations, and in accordance with industry best practices.
 - A. All personnel employed by the Contractor and its subcontractors shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees or subcontractors.
 - B. All Services performed by the Contractor and its subcontractors shall be performed in a manner safe to the public and its employees and in accordance with the State of Hawaii Occupational Safety and Health Division standards. All equipment shall be in good working condition and operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place.
2. The Contractor shall be responsive and responsible in the performance of the Work.
 - A. Adequate personnel and equipment shall be provided to permit the timely completion of the Work.
 - B. The Contractor shall be responsible for the repair or replacement of any and all damage to the Premises due to the actions of the Contractor or its subcontractor(s) while working on the Premises. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and the repair costs incurred shall be the sole responsibility of the Contractor.
 - C. The Contractor shall provide a list of all phone numbers of key personnel assigned to the Premises and who can be contacted in case of an emergency. The Contractor shall respond to the HCDA within one (1) hour of the initial call/request.
 - D. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all applicable rules and regulations. Courtesy and professionalism shall be demonstrated by the Contractor and its employees to all HCDA staff and the general public at all times.
 - E. The Contractor is solely responsible for the continuity of the Work in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The Contractor shall not utilize HCDA staff to provide any assistance in the event that program resources are not available due to the above situations.

3.2 DUE CARE AND DILIGENCE

1. The Contractor shall exercise due care and diligence in entering upon and occupying the Premises and shall exercise due care for public safety. Neither the Contractor nor persons hired by the Contractor, shall make or cause any waste, nuisance or any other unlawful, improper, or offensive use of the Premises.
2. The Contractor shall be required to protect the occupants and the general public from any unsafe conditions while working on the Premises. The Contractor shall provide and use safety devices such as signage, barricades, cones, barriers and the like when work is performed in areas traversed by persons, or when deemed necessary by the HCDA.
3. The Contractor's access to the Premises shall be solely limited to providing the services set forth in Section 2.2 Scope of Work at the Premises. The Contractor shall not permit the Premises to be used for any illegal purpose, immoral or indecent activity, or lodging or sleeping purpose, nor shall the Contractor's use of the Premises be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, or age.

3.3 ELECTRONIC PROCUREMENT

The State has established the HlePRO System to promote an open and transparent system for vendors to compete for state contracts electronically. Bidders interested in responding to this IFB must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>; select HlePRO Vendor Registration and then Vendor Registration Guide.

The HCDA is using HlePRO to issue this IFB, receive Bids, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the HCDA through HlePRO.

Award(s) resulting from this solicitation, if any, are subject to a mandatory HlePRO transaction fee equal to 0.75% (0.0075) of the award amount, not to exceed \$5000 for the total contract term. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and shall be payable to Tyler Hawaii, the vendor administering HlePRO.

Tyler Hawaii shall invoice the awarded bidder directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

3.4 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the contract term and any extension terms if the contractors are paid with funds appropriated by a legislative body.

3.5 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

The Bidder is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. The Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Bidder will be obliged to provide wages no less than those increased wages.

The Bidder shall be further obliged to notify its employees performing work under the contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Bidder may meet this obligation by posting a notice to this effect in the Bidder’s place of business in an area accessible to all employees, or the Bidder may include such notice with each paycheck furnished to the employee.

To assist the Bidder in determining whether the work of its employees to be performed is similar to work performed by public employees, Table 1 below provides examples of class specifications and the minimum basic hourly wages paid to the public employee positions that perform similar services. (See also Exhibit C for Similar Public Employee Positions).

Table 1. State position class specifications and basic hourly wages effective July 1, 2024.

| Class Code | Class Title | Min. Annual Salary | Min. Hourly Rate | Bargaining Unit (BU) |
|------------|---|--------------------|------------------|----------------------|
| 10.201 | Construction & Maintenance Worker II (BC-09) | \$67,896 | \$32.64 | 01 |
| 10.215 | General Construction & Maintenance Supervisor I (F-110) | \$78,792 | \$37.88 | 02 |
| 09.005 | General Laborer I (BC-02) | \$50,640 | \$24.35 | 01 |

The Bidder is responsible to look up the salary schedules, and class specification and minimum qualifications requirements for each position required to perform the Work as specified in Section 2 of this IFB on the Department of Human Resources Development (“DHRD”) website: <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.

Accordingly, the Bidder shall consider the aforementioned wage rates when preparing its bid. The Bidder shall also submit a signed Wage Certificate (see Bid Form page 8) as an attachment on HIePRO.

The Contractor will be responsible for ensuring its employees are paid no less than wages paid to public workers for similar work throughout the term of the contract, including any contract extension terms (see Section 5.8 Contract Price Adjustment Pursuant to Section 103-55, HRS).

3.6 STATUTORY REQUIREMENTS OF SECTION 103B, HRS

Section 103B, HRS, is amended by Act 192, Session Laws of Hawaii 2011, and is applicable to this Project. Act 192 states that a minimum of eighty percent (80%) of the workforce employed to perform the contract work be residents of the state of Hawaii.

3.7 PAYROLL AFFIDAVITS

The Contractor shall be required to provide payroll affidavits in compliance with Section 103-55, HRS.

3.8 INSURANCE

The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

Commercial General Liability:

- \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- \$1,000,000 Completed Operations Aggregate Limit
- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Limit

Umbrella Liability:

- \$2,000,000 Aggregate

Worker's Compensation:

- Coverage A: As required by Hawaii Laws
- Coverage B: Employer's Liability
- \$1,000,000 Bodily Injury by Accident Each Accident
- \$1,000,000 Bodily Injury by Disease
- \$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile:

\$2,000,000 combined single limit OR \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000 property damage per damage.

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the Hawaii Community Development Authority, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and Hawaii Community Development Authority, their respective elected officials, officers, directors, members, employees, agents, and volunteers are added as additional insureds with respect to operations performed for the Hawaii Community Development Authority/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and shall not contribute toward insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire contract term and any extension term.

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with the HCDA certificate(s) of insurance to evidence compliance with the insurance provisions of the contract and to keep such insurance in effect during the entire term of the contract. The Contractor shall also provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(ies) and to 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 insurance shall not be construed to limit the Contractor's liability hereunder nor 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 arising out of or connected with Contractor's performance of the contract.

END OF SECTION

SECTION FOUR – BID FORMAT AND INSTRUCTION

4.1 BIDDER QUALIFICATIONS

To assure the HCDA that the Bidder is capable of performing the Work specified herein, the Bidder shall meet the following requirements at the time of bidding:

1. Experience: At the time of bid submittal, the Bidder shall have a minimum of five (5) consecutive years of experience in the performance of Work similar to this project size and scope. The Bidder shall demonstrate the ability and responsibility to meet the specifications herein. The Bidder shall indicate its number of years of experience on the appropriate bid form page.
2. Evidence of Applicable Licenses and Certifications: At the time of bid submittal, the Bidder shall possess a valid State of Hawaii A General Engineering or C-31a Cement Concrete specialty contractor license and the required business and tax licenses to conduct business in the State of Hawaii. Both the contractor's license and tax license shall be kept in force during the duration of this contract if awarded and for any extensions that may be agreed upon. The Bidder shall provide its license numbers on the bid form where indicated and submit a copy of the licenses with its bid.

Other license(s) and/or certification(s) as specified in this IFB for the Bidder and/or their personnel shall be submitted with its bid.

Failure of a Bidder to submit proof of required licenses and/or certification(s) with its bid shall be deemed non-responsible and the Bidder's bid shall be disqualified.

3. Office/Service Facility Location: The Bidder shall maintain a permanent office and service facility on the island of Oahu at the time of bidding and during the contract period from where the Bidder conducts business during normal working hours and from where the Bidder is accessible for requests and/or complaints.

An award will not be made to any Bidder failing to meet all of the above qualifications. Following an award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract term and any extension term (if applicable).

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the Work required.

4.2 PRE-BID CONFERENCE AND SITE INSPECTION

Prospective Bidders are encouraged to attend an optional pre-bid conference and site inspection on the date and time as specified in Section 1.3 Procurement Schedule. The purpose of the pre-bid conference and site inspection is to discuss and explain the Work as specified in Section 2 of

this IFB and basis for contract award and to allow prospective Bidders to become thoroughly familiar with existing equipment, conditions, and the Work to be performed.

Questions shall be permitted at the pre-bid conference and site inspection; however, all verbal responses provided are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the Hawaii State eProcurement System ("HiePRO") website. No other means of communication, whether oral or written, will be construed as a formal or official response or statement, and may not be relied upon as such.

Failure of the Bidder to attend the optional pre-bid conference and site inspection and receive information discussed, which may or may not be pertinent to the bid, shall not entitle the Bidder to seek additional payment later due to any misunderstanding of the Work and responsibilities specified herein. Prospective bidders may conduct a site inspection on their own.

4.3 ADDENDA AND CLARIFICATIONS

The HCDA reserves the right to amend this IFB at any time prior to the solicitation closing deadline. Any amendment to this IFB will be in the form of a written addenda, and prospective Bidders will be notified of such amendments via online posting on HiePRO. Bidders are responsible for reviewing the information communicated via addenda prior to the submission of their bid.

The HCDA accepts no responsibility for a prospective Bidder not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Bidder to monitor HiePRO to obtain IFB addenda or other information relating to the IFB.

4.4 SUBMISSION OF QUESTIONS

Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or Premises, or Bidders with questions or clarification requests, shall submit their questions in writing via HiePRO or via email to dbedt.contact.hdca@hawaii.gov. Verbal questions received via telephone or questions submitted through other means will not be accepted.

Bidders shall submit questions before the deadline for doing so as identified in Section 1.3 Procurement Schedule.

The HCDA will respond to questions via HiePRO by the date specified in Section 1.3 Procurement Schedule. The HCDA may also issue addenda in response to questions received.

4.5 BID PREPARATION

1. Bid Form. The Bidder shall submit its respective bid under the Bidder's legal name as registered with DCCA. Failure to do so may delay HCDA's review of the bid.

The Bidder's execution of Bid Form page 1 shall constitute the Bidder's intent to be bound by its bid.

2. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.712% Hawaii general excise tax ("GET") imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.
3. Hawaii General Excise Tax License. The Bidder shall submit its current Hawaii GET I.D. number in the space provided on its Bid Form where indicated, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.
4. Bid Price. The total bid price shall be inclusive of all labor, tools, equipment, supplies, material, transportation, fees and all applicable taxes and any other costs incurred to provide the Work as specified herein.
5. The Hawaii Product Preference. Pursuant to Section 103D-1002, HRS, this preference is applicable to the project. Documentation, certification, and use of such products shall comply with Section 103D-1002, HRS.
6. Bid Guaranty. A bid guaranty, or also known as Bid Security, is as required pursuant with the terms of Section 2.8- *Bid Security* of the HCDA General Provisions for Construction Contracts and Section 103D-323, HRS.
7. Insurance. The Bidder is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Bidder from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by them (see Section 3.8 Insurance). The Bidder shall provide the requested insurance information on its Bid Form where indicated and submit proof of insurance with its bid as an attachment on HIePRO.
8. References. The Bidder shall list on its Bid Form where indicated, a list of companies or government agencies for which the Bidder has provided or is currently providing services similar in nature to the Work specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.
9. Wage Certificate. The Bidder shall complete and submit a Wage Certificate, Bid Form page 8, with its bid, as an attachment on HIePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

4.6 BID SUBMISSION

Bids shall be submitted and received electronically through HiePRO by the solicitation closing deadline as specified in Section 1.3 Procurement Schedule. Bids received outside of the specified deadline and/or by any means other than via HiePRO (i.e. hand delivery, regular postal mail, electronic mail, etc.) shall be rejected and will not be considered for award. There shall be no exception to this requirement.

1. Bidders are required to complete and submit all Bid Forms pages provided in Attachment 1, along with copies of applicable license(s) and proof of insurance. Bidders are responsible for ensuring that all necessary files are attached to their bid prior to the solicitation deadline.
2. Bidders are responsible for ensuring that all required forms and documents are attached when submitting its bid, otherwise a responsive bid from a responsible Bidder may not receive the award.
3. Bidders are advised that they should not wait until the last minute to submit their bid on HiePRO. The HCDA is not responsible for a bid that could not be submitted either in whole or in part by the solicitation deadline due to issues with HiePRO.

Submission of a bid shall be evidence that the Bidder understands the existing conditions of the Premises, and the Work specified herein and agrees to comply with all contract requirements, including the specifications herein, AG 008-103D General Conditions, HCDA General Provisions for Construction Contracts, and Special Provisions (Attachments 2, 3, and 4 respectively). No additional compensation will be made for any misunderstanding or error regarding conditions at the Premises or the amount and/or type of work to be performed.

4.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in its bid 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.
2. Unless otherwise required by law, the costs in its bid 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.
3. No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

4.8 DISQUALIFICATION OF BIDS

The HCDA reserves the right to disqualify any Bidder if, in HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the required services.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the specifications listed herein. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

The Bidder shall be disqualified if, for any prior solicitations by HCDA, the Bidder has ever:

1. Withdrawn its bid after HCDA has opened the bids; or
2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

4.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

Section 103D-308, HRS, provides that an IFB, or any or all bids, may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the invitation, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Sections 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

END OF SECTION

SECTION FIVE – AWARD AND CONTRACT

5.1 NOTICE OF AWARD

A Notice of Award, if made, will be issued to the responsive, responsible Bidder submitting the lowest total sum bid. The Bidder is required to bid on every line item specified on the Bid Form to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent lowest bidder if additional funds are available, or by negotiating a reduction of the Scope of Work that is mutually agreed upon by both the HCDA and the apparent lowest Bidder.

The final award of the contract hereunder will be conditioned upon: (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn, and (2) funding availability and release.

The winning Bidder will receive a Notice of Award which will indicate that the Bidder has been selected to perform the Work under this IFB.

The Bidder receiving the award will be required to enter into a formal written contract with the HCDA.

5.2 RESPONSIBILITY OF BIDDERS

In order to receive the award, the Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a “Certificate of Vendor Compliance” as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

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. Chapter 103D-310(c), documents demonstrating compliance with all laws governing entities doing business in the State of Hawaii.

As proof of compliance, the Bidder must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (“HCE”) system prior to award of a contract. The Bidder should register online with HCE prior to submitting a bid at

<https://vendors.ehawaii.gov>. If the Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

5.3 PROTESTS

Pursuant to sections 103D-701, HRS, as amended and 3-126-4, HAR, an actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective Bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS, as amended.
2. A state purchasing agency's failure to follow any statute established by Chapter 103D, HRS, as amended.
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in an invitation for bids issued by the state purchasing agency.

The notice of protest shall be submitted in writing and received by the HCDA within five (5) working days after notice of award posting to the HCDA's Head of Purchasing Agency via the methods indicated below:

Via email: dbedt.hcda.contact@hawaii.gov

Or,

Via US postal mail or hand delivery: 547 Queen Street
Honolulu, Hawaii 96813

In the event of a protest, no further action shall be taken on the solicitation or the award of the contract until the chief procurement officer issues a written decision to either uphold or deny the protest.

5.4 EXECUTION OF CONTRACT

The HCDA shall forward to the winning Bidder a formal contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA.

5.5 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed ("NTP") letter issued by the HCDA upon execution of the contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the NTP letter issued by the HCDA upon execution of the contract by both parties.

5.6 INVOICING

Invoices submitted to the HCDA by the Contractor for the Work performed shall include the contract number and project name. Services shall be itemized and include the date of Work.

5.7 PAYMENT

Section 103-10, HRS, provides that 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, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

5.8 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this IFB, only the current wages of State employees performing similar work are known. Should those wages increase during any period of the contract term, including any extension term, the Contractor may request an increase in contract price in accordance with Section 103-55, HRS. The increase requested must result in an increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor's request for increase must meet the following criteria:

1. At the time of a request, the Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the current wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for the contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Bid Form page, the percentage of the unit price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.

3. All requests for wage increases must be made in writing to the HCDA. The Contractor may contact the HCDA to obtain the most current basic hourly wage rate information for public employees in similar positions to its employees performing under the contract.
 - A. A request for wage increase during the initial term of the contract must be made as soon as practicable after the State wage agreements are made public. If the HCDA approves the request, the HCDA will amend the Bid Price accordingly, and an amended contract will be routed to the Contractor for execution.
 - B. A request for wage increase during a contract extension term must be made prior to the contract extension start date.

If the Contractor meets the above criteria in its request for a contract price increase, the following formula shall be used to calculate the increase:

First Increase: $WI = (XY) \times (Z) + FB$

Subsequent Increase(s): $WI = AZ + FB$

Whereby,

- WI = Dollar amount increase in unit bid price due to increase in State wages;
- X = Original contract unit bid price;
- Y = Percentage of unit price designated by the Contractor as representing labor costs;
- Z = Percentage increase in wages paid to State employees performing similar work;
- FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to the Contractor's employees;
- A = That portion of the contract amount representing wages (this amount is X multiplied by Y, plus any increase(s) in contract unit bid price resulting from increase in State wages).

The increase shall be reflected in writing in either a contract amendment or in the supplemental agreement issued for the extension term of the initial contract term.

5.9 LICENSES AND TAXES

The Contractor shall hold all necessary licenses for the entire duration of contract term and any extension term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

Failure to procure and maintain valid licenses required by law and by these specifications shall be considered a material default under the contract and shall be cause for the HCDA to terminate the contract.

5.10 PERFORMANCE MONITORING

HCDA staff, or their designee, shall monitor the Contractor's performance throughout the contract term and contract extension term if applicable, through site inspections and/or other methods to determine if the Contractor is satisfactorily performing the Work as specified herein.

The HCDA also reserves the right to schedule meetings and/or site inspections with the Contractor or its designated representative at any time.

The Contractor may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HCDA. These additional reports shall be considered part of the Work and will not be considered a change to the scope of work and will continue for a duration of time as deemed necessary by the HCDA.

5.11 RE-EXECUTION OF WORK

The Contractor shall re-execute any Work that fails to conform to the requirements of the contract as solely determined by the HCDA and shall immediately remedy any defects due to faulty workmanship by the Contractor or subcontractors, as applicable, at the Contractor's own expense. 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.

5.12 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor shall remove any of its employees from services rendered, and to be rendered to the State, upon written request by the HCDA.

5.13 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the Work in accordance with the terms and conditions of the IFB, the contract, and all attachments and exhibits thereto, in addition to the recourse stated in Section 13 of Attachment 2, AG-008 103D General Conditions, the HCDA reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

5.14 LIQUIDATED DAMAGES

Liquidated damage is fixed at the sum of ONE THOUSAND DOLLARS (\$1,000.00) for each and every calendar day per violation the Contractor fails to perform in whole or in part any of its obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or may become due to the Contractor. Refer to Section 9 of Attachment 2, AG-008 103D General Conditions.

END OF SECTION

LIST OF ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: Bid Forms

ATTACHMENT 2: AG-008 103D General Conditions

ATTACHMENT 3: HCDA General Provisions for Construction Contracts

ATTACHMENT 4: Special Provisions

EXHIBIT A: Drawings

EXHIBIT B: C&C of Honolulu storm water network reference map

EXHIBIT C: Similar Public Employee Positions