



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

Invitation for Bids
(IFB No. HCDA-CIP-2026-02)

GENERAL CONTRACTING & CONSTRUCTION SERVICES TO CONSTRUCT
SARATOGA ELECTRICAL UPGRADES AT KALAELOA

Located at:

Saratoga Avenue
Kalaeloa, Oahu, Hawaii

APPROVED:

Craig K. Nakamoto

Craig K. Nakamoto
Executive Director/HOPA
Hawaii Community Development Authority

Date: April 17, 2026

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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, AG-008 103D General Conditions
BRAC	=	Base Realignment and Closure
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
BPNAS	=	Barbers Point Naval Air Station
CATV	=	Spectrum Oceanic Cable
COGS	=	Certificate of Good Standing
Contractor	=	The Bidder awarded a contract under this electronic IFB
DCCA	=	State of Hawaii, Department Commerce and Consumer Affairs
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority
HCE	=	Hawaii Compliance Express
HECO	=	Hawaiian Electric Company
HIePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HTCO	=	Hawaiian Telcom

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 this IFB

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 requires the services of a general contractor (hereinafter “Contractor”) to construct an approximate 1,200 linear feet of HECO duct line within Saratoga Avenue in the Kalaeloa Community Development District and provide add alternatives as required.

1.3 PROCUREMENT SCHEDULE

HiEPRO Posting/Procurement Notice System:	Friday, April 17, 2026
Virtual Pre-Bid Conference (<i>optional</i>) <u>Saratoga Electrical Upgrades Prebid Conference</u>	Tuesday, April 28, 2026 10:30 a.m. HST
Deadline to Submit Written Questions:	Tuesday May 5, 2026 3:00 p.m. HST
Response to Written Questions:	Thursday May 14, 2026 3:00 p.m. HST
Deadline for Solicitation:	Tuesday, May 26, 2026 3:00 p.m. HST
Anticipated Award Date:	Tuesday, June 9, 2026
Anticipated Contract Start Date:	Wednesday, July 1, 2026

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 Craig McGinnis, 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 Kalaeloa Community Development District (“KCDD”) encompasses approximately 3,695 acres of land within the former Barbers Point Naval Air Station (“BPNAS”) in Leeward O‘ahu. The lands within Kalaeloa are presently owned or leased by various Federal, State and County agencies, and private developers.

The HCDA plans to support state and county agencies, as well as private developers, in their efforts to promote community development in KCDD, in particular, the construction of new mixed-use housing and supporting facilities by improving infrastructure in the district such as electrical upgrades.

This project, the construction of the Saratoga Electrical Upgrades (the “Project”), will be built within Saratoga Avenue, west, of Enterprise Avenue (hereinafter the “Premises”). A memorandum of understanding dated 27 February 2001, between the Barbers Point Naval Air Station Redevelopment Commission, the State Department of Transportation and the City and County of Honolulu, conveyed the Saratoga Road right-of-way to the City and County of Honolulu.

2.2 SCOPE OF WORK

The Contractor shall furnish to the HCDA all supervision, labor, equipment, tools, supplies and material to satisfactorily construct an approximate 1,200 linear feet of HECO duct line within Saratoga Avenue in the Kalaeloa Community Development District and provide add alternatives as required. (hereinafter referred to as the “Work”) in accordance with the Attachments and Exhibits attached hereto, and the requirements specified herein.

2.2.1 SARATOGA ELECTRICAL UPGRADES PROJECT REQUIREMENTS

In addition to constructing the proposed utility infrastructure, the Project shall include at minimum the following components:

- a. Coordination with the respective utilities to construct the subject utility infrastructure.
- b. Traffic control, signage and off-duty police officers as required.
- c. Restoration of any existing landscaping and hardscaping that is damaged during construction.
- d. Dewatering and proper disposal as required.
- e. Notification to any impacted organizations, businesses and residences

Additional detail on the required specifications for the above-listed components are provided in Exhibits B and C attached hereto and incorporated herein.

2.2.2 SAFETY AND ENVIRONMENTAL

- a. The Contractor is solely responsible for traffic management set up and removal outside of peak travel hours in accordance with the City and County of Honolulu standards as necessary.
- b. The Contractor is solely responsible for maintaining best management practices for stormwater management in accordance with City and County of Honolulu water quality rules and all other applicable laws, rules and regulations.
- c. The Contractor is solely responsible for investigating and complying with all applicable Federal, State, and County laws and regulations including but not limited to those concerning environmental pollution control and abatement and to secure all necessary permits. Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of operations under the contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise, dust, solid waste management as well as other pollutants.
- d. The Contractor is solely responsible for securing the site against theft or trespass on a daily basis.
- e. All application, material handling and associated equipment shall conform to and be operated in conformance with Occupational Safety Health Administration (OHSA) safety standards.
- f. The Contractor shall erect appropriate barricades and safety measures for all operations that could endanger pedestrians and Premises users. Barricades shall protect pedestrians and Premises users from such operations.
- g. The Contractor shall not leave equipment unattended.

2.2.3 PERMITS AND FEES

The Contractor shall be solely responsible for applying for, picking up, and paying for all necessary permits and fees to complete the Project.

2.2.4 AREA OF WORK AND STAGING AREA

There is no designated staging area for this project. The Contractor may barricade certain areas of work within the Premises that do not impede or pose a safety hazard to pedestrian or vehicle traffic. The Contractor shall comply with all standards and best practices for work within state and city rights-of-way. In the event that the right of way (roadway or sidewalk) is impacted by the work area, all materials, tools, equipment, and supplies shall be cleared from the right of way areas at the end of each working day. The area of work shall be cleaned, cleared, and free of any waste or debris at the end of each working day

2.2.5 ARCHAEOLOGICAL REQUIREMENTS

The Project excavation will occur in previously disturbed fill material. The Contractor is required to follow the Hawaii Administrative Rules (“HAR”) Title 13 procedures in the event of inadvertent discovery of historic properties or human burials. If cultural deposits or human skeletal remains are encountered during ground disturbing activities, Work shall be stopped immediately in that

area and the Contractor must immediately notify HCDA, and SHPD of the nature of the discovery.

The Contractor will, if necessary, retain an archaeologist to monitor the excavation portion of the Project. Per §13-279-3, HAR and shall immediately stop work if findings are uncovered. Neither the Contractor or its subcontractor(s) shall obstruct or interfere with the work performed by the archaeologist and/or their staff.

2.2.6 POST CONSTRUCTION

The Contractor shall prepare a set of as-built drawings detailing any changes to the design, drawings, and specifications during construction. The HCDA will accept an electronic as-built drawing set in an agreed upon file format.

2.2.7 PROJECT SIGN

There is no project sign required for this Project.

2.2.8 WORK HOURS

Work should be conducted during the normal business hours of 7:30 a.m. to 4:30 p.m., HST, Monday through Friday. No work shall be done on Saturdays, Sundays, State Holidays or during time periods other than the normal business hours without the prior written consent of the HCDA. If the Contractor desires to work during such times, it shall request approval from the HCDA in writing five (5) consecutive working days prior to the start date of the proposed work times.

2.3 ALLOWANCE AND ADDITIONAL WORK

The HCDA may request that the Contractor provide additional unforeseen work as needed, which are not covered by the Work as defined in Section 2.2 above.

The Contingency will be added to the contract to cover the additional unforeseen services. This amount will be added to the final contract amount and should not be added to the Bidder's total bid price indicated in the Bid Form. Refer to Attachment 1.

The HCDA must pre-approve, in writing, all quotes and proposals for such additional work before the Contractor may perform such work. Additional work that is not pre-approved in writing by the HCDA shall be solely at the Contractor's expense.

Additional work exceeding the Contingency may be procured separately from the Contract. Additional work required due to Contractor's error will be at 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 if 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.

During the Work described in this IFB, there are no current construction project adjacent to the Saratoga Avenue site.

2.6 CONTRACT TERM

The contract shall be for a period twelve (12) consecutive months from the date of the Notice to Proceed ("NTP") letter issued by the HCDA (the "initial term"), with two (2) options to extend for an additional twelve (12) month period each, or portion thereof (the "extension term") for a potential maximum term totaling 36 months.

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 5.10 Contract Price Adjustment Pursuant to Chapter 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 Work 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, including damage to plants and/or trees, 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 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 HiePRO 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 HiePRO. Registration information is available at the State Procurement Office ("SPO") website: <https://hiepro.ehawaii.gov/welcome.html>; select HiePRO Vendor Registration and then Vendor Registration Guide.

The HCDA is using HiePRO 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 HiePRO.

As part of this procurement process, Bidders are informed that awards made for this solicitation, if any, shall be done through HiePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC ("HIC"), the vendor administering HiePRO.

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 CHAPTER 103-55, HRS

The Bidder is advised that Chapter 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 Chapter 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 in BU 01 positions that perform similar services.

Table 1. State position class specifications and basic hourly wages for BU 01 classes effective July 1, 2026

Class Code	Class Title	Min. Annual Salary	Min. Hourly Rate	Bargaining Unit (BU)
10201	Construction & Maintenance Worker II (WS-10)	\$80,148	\$38.53	01
10066	Electrician I (BC-10)	\$75,708	\$36.40	01
09005	General Laborer I (BC-02)	\$54,408	\$26.16	01
10195	Mason I (BC-10)	\$75,708	\$36.40	01
10130	Plumber (BC-10)	\$75,708	\$36.40	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 12) 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 5.10 Contract Price Adjustment Pursuant to Chapter 103-55, HRS).

3.6 STATUTORY REQUIREMENTS OF CHAPTER 103B, HRS

Chapter 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.

Compliance with Chapter 103D-310(c), HRS, for an entity doing business in the State. The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the HCDA.

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

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

3.7 PAYROLL AFFIDAVITS

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

3.8 LIABILITY 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:
\$5,000,000 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.

3.9 PROJECT LABOR AGREEMENT (PLA) FOR STATE CONSTRUCTION PROJECTS

Construction projects with award amounts in excess of one million five hundred thousand dollars (\$1,500,000) must adhere to the terms of the PLA. The PLA, included as Exhibit C, shall be binding on all contractors and subcontractors on the project through inclusion of the respective and appropriate PLA specifications.

The Contractor who is awarded the project shall be required to submit to the HCDA a complete, fully executed Agreement-To-Be-Bound within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the HCDA. The Contractor must also obtain Letters of Assent from each subcontractor of whatever tier who may be employed on the project and submit copies of such Letters to the HCDA within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the HCDA. The required form of the Contractor's Agreement-To-Be-Bound and the subcontractors' Letter of Assent are attached as Exhibit C.

Failure to timely submit any required Agreement-To-Be Bound or any required Letter of Assent shall be cause for the State in its sole discretion to rescind the subject award and to award the project to the next highest ranked offeror satisfying all solicitation requirements for solicitations made under HRS 103D-303.

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 contractor license to perform the Work as specified in this IFB as well as the required business and tax licenses to conduct business in the State of Hawaii. Licenses 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. Electrical Expertise. At the time of submittal, the Bidder, or sub-contractor, shall possess a valid C-13 Electrical contractor license in the State of Hawaii. Please see Section 2.1 Background for project objectives regarding traditional methods.
4. 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 on the date and time as specified in Section 1.3 Procurement Schedule. The purpose of the pre-bid conference 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; 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.

Prospective bidders are encouraged to conduct a site inspection on their own.

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

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. Verbal questions received via telephone, email 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. See Attachment 1.

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, all applicable taxes and any other costs incurred to provide the Work as specified herein.
5. **Bid Security.** A bid security is required pursuant to Chapter 103D-323, HRS, and shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in cash, or otherwise supplied in a form specified in rules. Bid security shall be in an amount equal to at least five per cent (5%) of the amount of the bid. The Bidder shall provide proof of a bid security submitted with its bid as an attachment on HiePRO.
6. **Additive Alternates.** The HCDA may choose to accept or reject any additive alternate item(s) listed in the Scope of Work or Bid Form. If accepted by the HCDA, the additive alternate item(s) will be considered part of the contract Scope of Work, and will be subject to all requirements and obligations by the Contractor.
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 Liability 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 12, with its bid, as an attachment on HiePRO, by which the Bidder certifies that services required will be performed pursuant to Section 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 Form 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 terms of this IFB, AG 008-103D General Conditions, HCDA General Provisions for Construction Contracts, and Special Provisions (Attachments 2, 3, and 5 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 or is otherwise unacceptable.

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

Chapter 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 Chapter 103D-104, HRS, and more thoroughly explained in subchapter 11, Chapters 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 CANCELLATION OF AWARD

The HCDA reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the responsible bid preparation costs and the reimbursement of any direct expenses incurred as directed by the Notice of Award. Such cancellation will not incur any liability by the HCDA to any other Bidder.

5.3 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), Certificate of Good Standing (“COGS”) for entities doing business in the State.

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.

5.4 PROTESTS

Pursuant to Sections 103D-701, HRS, as amended and Section 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.

5.5 PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds shall be required for construction contracts \$25,000 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 HCDA (see Attachment 4), 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:

1. Surety bonds underwritten by a company licensed to issue bonds in this State; or
2. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - A. These instruments may be utilized only a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, and award of the contract shall be made to the next lowest responsible and responsive bidder.

5.6 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.

5.7 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.

5.8 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. The Contractor shall identify separate charges for all pre-approved Allowance and Contingency expenditures.

Vendor Setup Documentation. Prior to the processing of the first invoice, the Contractor shall submit a completed IRS Form W-9 and one (1) copy of the Contractor's blank letterhead identifying its remittance address. This documentation is required on a one-time basis to establish a vendor number in the State's accounting system.

If the HCDA determines that all work has been performed in accordance with the Contract specifications, the HCDA shall indicate its acceptance of the Work and shall process payment. If all or portions of the Work are not acceptable to the HCDA, payment may be withheld for all or a portion of the Work until such Work is completed and corrected to the satisfaction of the HCDA in its sole discretion.

5.9 PAYMENT

Chapter 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 Chapter 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.

5.10 CONTRACT PRICE ADJUSTMENT PURSUANT TO CHAPTER 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 Chapter 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, such as 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 Chapter 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 LIQUIDATED DAMAGES

Liquidated damages are 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 Form

ATTACHMENT 2: AG-008 103D General Conditions

ATTACHMENT 3: HCDA General Provisions for Construction Contracts (2008)

ATTACHMENT 4: HCDA General Provisions for Construction Contracts Appendix

ATTACHMENT 5: Special Provisions

EXHIBIT A: Drawings (Bid Set)

EXHIBIT B: Technical Specifications

EXHIBIT C: Project Labor Agreement for State Construction Projects