



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

Invitation for Bids
(IFB No. HCDA-CIP-2026-03)

HONUAKAHA HOT WATER RETURN SYSTEMS MODIFICATIONS

Located at:

545 Queen Street, Honolulu, Hawai'i, 96813
O'ahu Tax Map Key (1) 2-1-031:021

APPROVED:

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Date: July 24, 2026

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SECTION ONE – INTRODUCTION AND SIGNIFICANT DATES

1.1 DEFINITIONS

Addenda	=	A written document 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
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
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
HCE	=	Hawaii Compliance Express
HlePRO	=	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 this IFB

1.2 INTRODUCTION

The Hawai‘i Community Development Authority (“HCDA”), a body corporate and public instrumentality of the State of Hawai‘i, administratively attached to the State of Hawai‘i’s Department of Business, Economic Development & Tourism, is the owner of one hundred fifty-one (151) residential apartment units within the Honuakaha Affordable Housing Complex (“Honuakaha”).

Honuakaha is located at 545 Queen Street, Honolulu Hawai‘i 96813, identified as O‘ahu Tax Map Key (1) 2-1-031:021. The Work required under this IFB is limited to modifications to the domestic tankless hot water return system servicing the 151 HCDA-owned residential units; however, portions of the Work may occur within or affect certain common elements and common areas of the broader Honuakaha complex (the “Premises” for purposes of the Project).

The HCDA requires the services of a licensed C-37 Plumbing Contractor (hereinafter “Contractor”) to provide all necessary services to complete the Honuakaha Hot Water Return System Modifications (the “Project”).

1.3 PROCUREMENT SCHEDULE

HlePRO Posting/Procurement Notice System:	Friday, July 24, 2026
Pre-Bid Conference and Site Visit HCDA Office – 1 st Floor Community Room 547 Queen Street, Honolulu, HI 96813 <i>No on-site parking; street parking available</i>	Wednesday, July 29, 2026 10:30 a.m. HST
Deadline to Submit Written Inquiries:	Thursday August 6, 2026 3:00 p.m. HST
Response to Written Inquiries:	Thursday August 13, 2026 3:00 p.m. HST
Deadline for Solicitation:	Friday, August 21, 2026 3:00 p.m. HST
Anticipated Award Date:	Tuesday, August 27, 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. HCDA Capital Improvement Program (“CIP”) staff 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 Charlyn Ontai, Program Specialist, or her 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 PROJECT SUMMARY

<u>Project:</u>	Honuakaha Hot Water Return System Modifications
<u>Purpose:</u>	Modify and improve the domestic tankless hot water return system and associated components to improve system performance and reliability.
<u>Location:</u>	545 Queen Street, Honolulu, Hawai‘i
<u>Contract Type:</u>	Lump Sum Construction Contract
<u>Contract Term:</u>	Six (6) months from Notice to Proceed
<u>Building Status:</u>	Occupied residential building. The building will remain occupied throughout construction.
<u>Contractor License:</u>	State of Hawaii C-37 Plumbing Contractor
<u>Major Work Items:</u>	The Work generally includes, but is not limited to, modifications to the domestic hot water return piping and associated components, including valves, supports, insulation, testing, startup, commissioning, and restoration of disturbed finishes.
<u>Notice to Proceed:</u>	The Notice to Proceed will be issued following contract execution and issuance of the required permit.

2.2 BACKGROUND

The tankless domestic hot water system serving the 151 HCDA-owned rental units was installed in 2021. Since installation, recurring issues have been reported, including inconsistent hot water delivery, delayed hot water circulation, and system malfunctions. Despite interim adjustments and repair efforts, the system continues to underperform, and further corrective action is required.

2.3 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, supervision, tools, transportation, protection, and incidentals necessary to complete the Project (hereinafter referred to as the “Work”) in accordance with the plans, specifications, exhibits, attachments, and requirements stated in this IFB.

The Work generally consists of modifications to the tankless domestic hot water return (“HWR”) system serving the HCDA-owned rental units, including installation of new hot water return piping, associated valves, fittings, supports, insulation, and related components within the P2

parking garage level, vertical utility pathways, trash chute/mechanical access rooms, and rooftop domestic hot water equipment areas, all in accordance with the drawings and specifications attached hereto as Exhibits A, B, and C.

2.3.1 PROJECT REQUIREMENTS

The Work shall include, but not be limited to, the following:

- a. Modification of the domestic HWR piping system and associated components in accordance with the plans and specifications referenced herein and attached hereto.
- b. Coordination with HCDA regarding access, shutdowns, outages, and construction activities.
- c. Temporary shutdowns and restoration of domestic hot water service as necessary to complete the Work. The Contractor shall minimize service interruptions to occupied residential units to the greatest extent practicable.
- d. Protection of existing building finishes, common areas, utilities, equipment, and occupied areas during construction.
- e. Restoration or repair of any existing finishes, walls, ceilings, flooring, piping insulation, or other building components damaged or removed during construction activities.
- f. Testing, startup, and commissioning of the modified domestic hot water return system.
- g. Pressure testing, flushing, balancing, and verification of proper circulation and operation of the modified domestic hot water return system.
- h. Disinfection or chlorination of piping systems where required by applicable code, regulation, or permitting authority.
- i. Removal of demolished materials, construction debris, excess materials, equipment, packaging, and other waste generated by the Work. All such materials shall be lawfully disposed of off-site by the Contractor. Use of Honuakaha refuse containers, dumpsters, recycling bins, or other waste disposal facilities is prohibited unless expressly authorized in writing by the HCDA.
- j. Coordination with the HCDA's construction administrator and engineering design consultants, as applicable.
- k. Compliance with all applicable federal, state, and county laws, regulations, codes, permit requirements, and safety requirements.

Additional detail regarding the Work is provided in the plans, specifications, exhibits and attachments attached hereto and incorporated herein.

2.3.2 OCCUPIED FACILITY REQUIREMENTS

Honuakaha is an occupied residential building with a significant elderly resident population. The Contractor shall perform the Work in a manner that minimizes disruption to residents and building operation.

- a. The Contractor shall provide the HCDA with a minimum of seventy-two (72) hours' prior notice before activities affecting resident access or other significant disruptions not otherwise addressed in Section 2.3.3 Utility Shutdowns.
- b. The Contractor shall coordinate all Work with the HCDA. Except as otherwise approved in writing by the HCDA, no Work resulting in noise or disruption shall commence before 8:00 a.m. or continue after 10:00 p.m. Work resulting in excessive noise, restricted access, vibration, odors, or other significant disruption shall be coordinated with the HCDA in accordance with the notice requirements of subsection (a) above.
- c. The Contractor shall maintain safe vehicle and pedestrian access at all times.
- d. Contractor vehicles shall park only in areas designated or approved by the HCDA or the Honuakaha Association of Apartment Owners ("AOAO"). Contractor vehicles shall not occupy resident, accessible, loading, or other restricted parking spaces unless specifically authorized. Each Contractor vehicle shall prominently display a valid vendor parking permit issued by the AOAO or, if a permit is not required, clearly display the Contractor's company name and contact information on the vehicle or on a placard placed on the dashboard. The Contractor shall comply with all parking restrictions and traffic control requirements established for the Premises.
- e. The Contractor shall comply with all HCDA and Honuakaha building access and security procedures.
- f. The Contractor acknowledges that the Project is being performed within an occupied residential building and shall conduct all Work in a manner intended to minimize disruption, inconvenience, noise, vibration, odors, and interruption of domestic hot water service to residents.
- g. Work generating excessive noise, dust, vibration, or odors may be restricted to certain hours as determined by the HCDA.
- h. The Contractor shall maintain the Work area in a clean, safe, and orderly condition at all times.

2.3.3 UTILITY SHUTDOWNS

Any planned domestic hot water shutdowns shall be coordinated in advance with HCDA. Except in emergencies, the Contractor shall provide a minimum of seventy-two (72) hours' prior notice to HCDA before any planned water shutdown or utility interruption. HCDA may require additional advance notice when reasonably necessary to facilitate resident notification or building operations. HCDA will coordinate any required notifications to residents and other affected parties.

The Contractor shall minimize the duration and frequency of all utility interruptions to the greatest extent practicable and shall restore interrupted services as promptly as possible following completion of the affected Work.

The Contractor shall sequence the Work to minimize domestic hot water outages to occupied units. Except where specifically approved by the HCDA, domestic hot water service interruptions shall not exceed the minimum duration reasonably necessary to complete the affected work.

2.3.4 SAFETY AND ENVIRONMENTAL

- a. The Contractor shall be solely responsible for maintaining a safe work site and complying with all applicable OSHA requirements and safety regulations.
- b. The Contractor shall maintain appropriate dust, noise, odor, vibration, and debris control measures throughout the Project.
- c. The Contractor shall comply with all applicable federal, state, and county environmental laws and regulations.
- d. The Contractor shall be responsible for securing all work areas, materials, and equipment against theft, vandalism, or unauthorized access.
- e. The Contractor shall immediately report any hazardous condition, water intrusion, utility interruption, or property damage to HCDA in writing.

2.3.5 PERMITS

The HCDA's engineering design consultant has initiated the permit application process for the Project, and the permit application is currently under review by the City and County of Honolulu Department of Planning and Permitting ("DPP").

Construction activities shall not commence until all required permits have been issued and the HCDA has issued a written Notice to Proceed.

The Contractor shall coordinate with HCDA and its engineering design consultant regarding permit issuance, permit revisions, inspections, permit closeout, and any supplemental information reasonably required to obtain permit approval.

The Contractor may be required to assist with permit processing, provide product data, shop drawings, or clarifications requested by DPP or other permitting agencies to support permit issuance.

The HCDA reserves the right to revise the scope of Work prior to issuance of the Notice to Proceed if required by permit review comments, agency requirements, field conditions, or design revisions.

2.3.6 AREA OF WORK AND STAGING AREA

The Work will occur within an occupied residential building and associated common areas. Construction activities may occur within the P2 parking level, common area trash chute/mechanical access rooms located on each residential floor, vertical utility pathways, and rooftop mechanical equipment areas.

The Contractor shall coordinate access to all work areas with HCDA and property management and shall minimize disruption to residents, building operations, and common area usage.

There is no exclusive staging area designated for this Project unless otherwise approved by the HCDA. The Contractor shall coordinate all material storage, equipment placement, deliveries, and staging activities with the HCDA.

The Contractor shall not obstruct building access, walkways, exits, fire lanes or required paths of travel.

At the end of each working day, the Contractor shall secure and clean all work areas and remove trash, debris, tools, and materials not authorized to remain on-site.

2.3.7 POST CONSTRUCTION

Upon completion of the Work, the Contractor shall provide:

- a. As-built drawings reflecting field changes made during construction;
- b. Product data, warranties, and maintenance information for installed equipment and materials;
- c. Final testing and commissioning documentation; and
- d. Any required closeout documentation identified in the attached plans, specifications, exhibits, attachments, and addenda incorporated herein.

Electronic copies shall be provided in formats acceptable to HCDA.

2.4 PRE-CONSTRUCTION REQUIREMENTS

Prior to commencing, the Work, the Contractor shall comply with the following requirements.

2.4.1 PRE-CONSTRUCTION SUBMITTALS

Prior to commencing Work, the Contractor shall submit the following, unless otherwise approved by HCDA:

1. **Construction Schedule** identifying the anticipated sequence and duration of construction activities.
2. **Schedule of Values** allocating the contract price among the major components of the Work. The Schedule of Values shall total the contract price and shall be in sufficient detail to support review of progress payment requests. HCDA may require revisions if the Schedule of Values does not reasonably represent the Work as determined by HCDA in its sole discretion.
3. **Utility Shutdown Plan** identifying the anticipated domestic hot water shutdowns, estimated duration, and proposed sequencing of the Work. Actual shutdowns shall

be coordinated with and approved by HCDA in accordance with the contract documents.

4. **Product Data and Shop Drawings** as required by Exhibits B and C.
5. Any additional information reasonably requested by HCDA for administration of the Contract.

Review of the Contractor's submittals by HCDA shall not relieve the Contractor of responsibility for the accuracy, completeness, or compliance of the submitted information with the contract documents.

2.4.2 CONSTRUCTION SCHEDULE UPDATES

The Contractor shall provide an updated Construction Schedule whenever requested by HCDA or whenever the approved schedule no longer accurately reflects the progress of the Work.

The Contractor shall promptly notify HCDA of any anticipated delays that may affect the Project completion time.

2.5 ALLOWANCE AND ADDITIONAL WORK

The HCDA may request that the Contractor provide additional unforeseen work not covered within the Work defined in Section 2.3 above.

HCDA reserves the right to include an allowance amount within the awarded Contract for unforeseen conditions, additional work, or change order work related to the Project. Any such amount shall be determined by HCDA at the time of contract award and shall remain subject to the availability of funds. Any allowance 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 at the Contractor's sole expense.

Additional work required as a result of the Contractor's error, omission, negligence, or failure to comply with the plans and specifications shall be performed at the Contractor's sole expense.

2.6 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 2.3 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.

For work performed by subcontractors, the Contractor's allowance on the subcontract costs shall not exceed ten percent (10%), consistent with Section SP 5 of the Special Provisions (Attachment 5). The Contractor shall substantiate subcontract costs by submitting a copy of the subcontractor's proposal or invoice to the HCDA.

2.7 WORK BY OTHERS

The HCDA has retained Mechanical Enterprises, Inc. (MEI) to provide engineering design services for the Project and Bowers + Kubota to provide construction administration services.

Either the HCDA or Honuakaha may retain other contractors, consultants, vendors or service providers to perform work at the property outside of the Contractor's Work identified in this IFB at any time during the Project. The Contractor shall neither obstruct nor interfere with the work performed by others.

2.8 CONTRACT TERM

The contract shall be for a period of six (6) consecutive months from the date of the Notice to Proceed ("NTP") issued by HCDA, unless earlier terminated or extended as provided herein.

END OF SECTION

SECTION THREE - REQUIREMENTS

3.1 GENERAL REQUIREMENTS

1. Performance of Work

- A. The Contractor shall perform all Work in accordance with the contract documents and all applicable federal, state, and county laws, rules, regulations, and industry best practice.
- B. The Contractor shall provide sufficient qualified personnel, supervision, equipment, and resources necessary to complete the Work within the Contract term.
- C. The Contractor shall obtain and maintain all licenses, permits, certifications, and approvals required to perform the Work.
- D. 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.
- E. 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 (HIOSH) 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. Safety Requirements

- A. The Contractor shall be solely responsible for the safety of its employees, subcontractors, residents, the public, Honuakaha personnel, and the Work during construction.
- B. The Contractor shall comply with all applicable HIOSH requirements and shall ensure that personnel are properly trained and equipped to safely perform the Work.

3. Contractor Responsibility

- A. The Contractor shall be responsible for all acts and omissions of its employees, subcontractors, suppliers, and other persons performing Work under the Contract.
- B. The Contractor shall provide current emergency contact information for its Project Manager or Superintendent and shall respond promptly to HCDA requests throughout the duration of the Project.
- C. The Contractor shall be responsible for repairing or replacing, at no additional cost to HCDA, any damage to the Premises or to the personal property of residents, tenants, visitors, or others resulting from the Contractor's operations. This includes, but is not limited to, damage to vehicles, equipment, building finishes, and other property.
- D. The Contractor shall maintain sufficient staffing to ensure continuity of the Work and shall not rely upon HCDA personnel to supplement the Contractor's workforce or operations.
- E. The Contractor shall be responsive and responsible in the performance of the Work.

- F. Adequate personnel and equipment shall be provided to permit the timely completion of the Work.
- G. The Contractor shall be responsible for the repair or replacement of any and all damage to the Premises, including damage to hallways, exterior walls, and common areas, 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 repair costs incurred shall be the sole responsibility of the Contractor.
- H. 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.
- I. 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.
- J. The Contractor shall maintain order amount 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.
- K. 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 while entering, occupying, and performing Work on the Premises and shall conduct all operations in a manner that protects residents, visitors, HCDA personnel, the public, and property. 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 provide and maintain appropriate safety measures, including signage, barricades, cones, barriers, or other protective devices, whenever Work may affect pedestrian or vehicular traffic or create potentially hazardous conditions.
- 3. The Contractor's access to the Premises shall be limited to those areas reasonably necessary to perform the Work. The Contractor shall conduct all operations in a lawful, safe, and professional manner and in accordance with all applicable federal, state, and local laws and regulations. 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 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 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
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 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 Offer and Bid Form page 6).

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 5.9 Contract Price Adjustment Pursuant to Section 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.

Pursuant to Chapter 103B, HRS, a minimum of eighty percent (80%) of the workforce employed on the Project by the Contractor and its subcontractors shall be Hawaii residents.

The Contractor shall comply with all applicable requirements of Chapter 103B, HRS, including any reporting or certification requirements imposed by law.

3.7 COMPLIANCE WITH SECTION 103D-310(c), HRS

As a condition of award, the successful Bidder shall comply with Section 103D-310(c), HRS, requiring that an entity doing business in the State be registered to do business in the State of Hawaii, as applicable.

The Contractor shall 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 shall be current and valid at the time it is submitted to the HCDA. A photocopy or electronic copy of the certificate is acceptable.

A sole proprietorship is not required to register with BREG and therefore is not required to submit a COGS.

3.8 WAGE AND PAYROLL RECORDS

The Contractor shall maintain accurate payroll and wage records for all employees performing Work under the Contract and shall make such records available to the HCDA upon request for purposes of verifying compliance with Section 103-55, HRS. The Contractor shall be responsible for ensuring subcontractor compliance with Section 103-55, HRS.

3.9 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 an additional insured.

If any subcontractor is involved in the performance of the Contract, the Contractor shall ensure that subcontractor operations are covered either under the Contractor's required insurance policies or under separate subcontractor insurance policies meeting 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 (optional if other limits cannot be met)

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 accident.

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 provide certificates of insurance and endorsements evidencing the required coverage. 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) years of experience in the performance of Work similar to this project size, scope and complexity. 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 contractor license appropriate for the Work required under this IFB, as well as all required business and tax licenses to conduct business in the State of Hawaii. Licenses shall be maintained in full force and effect throughout the duration of the Contract and any approved extension period.

The Bidder or its subcontractor shall possess a valid State of Hawaii C-37 Plumbing Contractor license.

The Bidder shall provide all applicable license numbers on the Bid Form and submit proof of such licenses 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 an office or service presence 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 a 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, explain the basis for contract award, and to allow prospective Bidders to become familiar

with existing equipment, site conditions, and the Work to be performed. The scheduled site inspection is anticipated to be the only scheduled opportunity for prospective Bidders to view the Project site prior to the Bid due date.

Questions will be permitted during the pre-bid conference and site inspection; however, all verbal responses are provided for discussion purposes only and do not represent the official position of the HCDA. The HCDA's official position shall be communicated only through written addenda issued via the Hawaii State eProcurement System ("HiePRO"). Prospective Bidders shall not rely on oral statements or other informal communications.

Because the Project is located within a secured, occupied residential facility, access to the Project site is restricted. Site access outside the scheduled pre-bid site inspection will generally not be available.

Prospective Bidders are strongly encouraged to attend the scheduled site inspection. A Bidder that elects not to attend assumes full responsibility for obtaining sufficient information to prepare its Bid and shall not be entitled to additional compensation or an adjustment of contract time based on conditions that would have been reasonably observable during the scheduled site inspection.

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 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 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. A bid security shall be submitted with the Bid when the price of a construction contract is estimated to exceed \$25,000 pursuant to Section 103D-323, HRS. The bid security shall be in the form of a bond provided by a surety company authorized to do business in the State, or the equivalent in cash, or another form authorized by applicable law or administrative rules. The amount of the bid security shall be not less than five percent (5%) of the total bid amount.

The Bidder shall submit a copy of the required bid security with its bid as an attachment on HiePRO.

6. Insurance. The Bidder shall maintain, or demonstrate the ability to maintain, in full force and effect throughout the term of the Contract the insurance coverage required under Section 3.9 Liability Insurance. Such insurance shall protect the Contractor from claims for bodily injury, death, personal injury, and property damage arising out of operations under the Contract, whether performed by the Contractor or by any subcontractor or person directly or indirectly employed by the Contractor.

The Bidder shall provide the requested insurance information on the Bid Form where indicated and submit a current certificate of insurance (COI) with its bid as an attachment on HiePRO. The HCDA reserves the right to request additional insurance documentation or endorsements prior to contract execution.

7. 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.
8. Wage Certificate. The Bidder shall complete and submit a Wage Certificate, Offer and Bid Form page 6, 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 Offer and 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. Including all required documentation relating to applicable Hawaii procurement preference or any other applicable preferences.
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 induce 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. Demonstrated a documented history of unsatisfactory performance, default, failure to complete work, or failure to comply with material contract requirements under a prior HCDA contract.

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 therefor 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. Section 103D-310(c), Certificate of Good Standing 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 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, each in an amount equal to one hundred (100%) of the contract price, unless otherwise stated in this IFB. Bonds may be submitted using the forms provided in Attachment 4 or equivalent forms acceptable to the HCDA. 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.

Issuance of the NTP remains subject to permit issuance.

5.8 INVOICING AND PAYMENT

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.

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. 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.

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.

5.9 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 increases 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 increases 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.

5.10 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.

5.11 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 damage is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) 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: Offer and 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

EXHIBIT B: Section 15000 - General Mechanical Requirements

EXHIBIT C: Section 15400 - Plumbing