



STATE OF HAWAI'I

Department of Human Resources Development

RELEASE DATE: October 1, 2026

**INVITATION FOR BIDS
DHRD IFB NO. 27-02-ASO**

SEALED BIDS
FOR
12th and 13th FLOOR CARPET TILE REPLACEMENT

FOR THE STATE OF HAWAI'I
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

WILL BE RECEIVED UP TO **2:00 P.M. (HST) ON**

November 2, 2026

IN THE ADMINISTRATIVE SERVICES OFFICE
VIA THE STATE'S ELECTRONIC PROCUREMENT SYSTEM: HlePRO

QUESTIONS RELATING TO THIS SOLICITATION ARE ONLY BEING ACCEPTED THROUGH
HlePRO

Marc Togashi
Procurement Officer
Dept. of Human Resources Development

DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

12th and 13th Floor Carpet Tile

DHRD IFB No. 27-02-ASO

INVITATION FOR BIDS

Note to Prospective Bidders: Subsection 14.1 contains a Bidder's Checklist to assist Bidders in the preparation of their submittal. However, Bidders should read the entire Invitation for Bids (IFB) document to gain an understanding of project and bid submittal requirements.

SECTION I – SOLICITATION AND PROJECT INFORMATION

1.0 INTRODUCTION AND BACKGROUND

The State of Hawai'i (State), Department of Human Resources Development (DHRD), is soliciting competitive sealed bids pursuant to Hawai'i Revised Statutes (HRS) Chapter 103D for construction services to replace existing carpeting on the 12th and 13th floors of the Leiopapa a Kamehameha Building (LAK Building) with modular carpet tile (carpet tile).

The Work shall be performed at 235 South Beretania Street, Honolulu, Hawai'i 96813.

The objective of this project is to remove existing carpeting and install new modular carpet tile on the 12th and 13th floors, including all related coordination.

The State's estimated value for the complete project, consisting of both floors, is approximately \$275,000 to \$360,000, including contingency.

2.0 TERMS AND ACRONYMS USED HEREIN

State = State of Hawai'i, Department of Human Resources Development.

DHRD = Department of Human Resources Development, 235 S. Beretania Street, Honolulu, Hawai'i 96813.

Procurement Officer = DHRD Administrative Services Officer, or other person designated as Procurement Officer for this solicitation.

CA = Contract Administrator for the State.

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 construction contemplated by this solicitation.

Contractor = The Bidder to whom the Contract is awarded.

HRS = Hawai'i Revised Statutes.

HAR = Hawai'i Administrative Rules.

HlePRO = State of Hawai'i eProcurement System.

AG = Attorney General.

GC = General Conditions, Form AG-008 103D, Rev. 01/10/2023, issued by the Attorney General.

IFB = Invitation for Bids.

GET = General Excise Tax.

NTP = Notice to Proceed.

Provisions = Provisions of this IFB, unless stated otherwise. Provisions represent all details contemplated in this IFB.

3.0 PROCUREMENT TIMELINE

Milestone	Date
Public Notice	October 1, 2026
Site Visit	October 15, 2026
Vendor Questions Due	October 20, 2026 at 2:00 P.M.
Bid Submission Deadline	November 2, 2026 at 2:00 P.M.

All times specified herein are based on Hawai'i Standard Time (HST).

Late bids shall be rejected and shall not be considered for award.

The dates above are subject to change by the State through an amendment to this IFB. In the event of conflicting dates within this solicitation, the dates established in HlePRO, including dates established by HlePRO amendments, shall control.

4.0 SCOPE OF WORK

The Work for replacement of floor carpeting at the Department of Human Resources Development shall be performed in accordance with the Provisions of this IFB, the attached Sketches and Specifications, and the AG-008 103D General Conditions.

The Contractor shall provide all labor, materials, tools, vehicles, equipment, supervision, transportation, disposal, permits, licenses, insurance, and other services necessary to complete the Work specified in this IFB, the Specifications, Sketches, General Conditions, and Contract.

The Work includes, but is not limited to, the following:

- Remove existing carpet and replace it with modular carpet tile.
 - Provide manufacturer-approved transitions to adjacent existing flooring.
 - Color selection shall be made by the State.
 - Carpet tile shall comply with the product requirements stated in Subsection 5.0.

- Manage and stage all equipment, materials, and supplies necessary for the Work within the floor where the Work is being performed.
 - The Contractor shall refrain from storing equipment, materials, and supplies outside of the Work area unless the Contractor receives prior approval from the State's Contract Administrator (CA) on a case-by-case basis.
 - The Contractor shall coordinate the location of any additional requested staging or storage areas, as available, with the State.
 - The Contractor shall accommodate the State's timeline for its concurrent furniture upgrades project.
 - The Contractor shall coordinate closely with the State and the State's furniture contractor to ensure a coordinated transition among furniture removal, carpet tile replacement, and furniture installation.
 - The Contractor shall provide a detailed on-site schedule for State review and approval before commencement of Work.
 - This solicitation is for one construction project consisting of carpet tile replacement on the 12th and 13th floors.
- The State intends to make one award to one responsible and responsive Bidder for the project.
- Subject to availability of funds, the State intends to authorize the Work for both floors. The State reserves the right, however, to reduce the authorized scope of the resulting Contract and authorize Work for only the 12th Floor or only the 13th Floor if sufficient funds are not available to authorize both floors.
- The State shall evaluate bids based on the complete solicited project, using the four required HlePRO line items identified in this IFB.
- The possibility that the State may authorize less than the full solicited scope does not change the basis for bid evaluation.

5.0 CARPET TILE PRODUCT REQUIREMENTS

5.1 Carpet Tile Size

Carpet tile shall be nominally 24 inches × 24 inches.

5.2 Fiber

Carpet tile shall be solution-dyed nylon suitable for commercial office use.

5.3 Minimum Face Weight

Carpet tile shall have a minimum face weight of 22 ounces per square yard and shall be manufacturer-rated for at least Heavy commercial traffic.

5.4 Carpet Construction

Carpet tile shall be manufactured for heavy commercial office use and shall have a construction suitable for the intended application. A tuft density of approximately 6,000 tufts per square yard is an example of an acceptable construction; other comparable constructions may be proposed. The Bidder shall provide the manufacturer's published construction specifications, including tuft density or equivalent construction information, with the Bid.

5.5 Backing

Carpet tile shall have a commercial-grade, manufacturer-approved PVC-free backing system suitable for heavy commercial office use and compatible with the specified adhesive and substrate conditions. The backing system shall be designed for modular carpet installation and shall provide dimensional stability suitable for the intended application.

5.6 Dye Lot and Pattern

Carpet tile shall have consistent dye-lot and patterning.

The layout shall be coordinated with and approved by the State.

5.7 Indoor Air Quality and VOC

Products shall meet CRI Green Label Plus requirements or an equivalent recognized standard.

Adhesives shall be low-VOC products suitable for the intended installation and shall meet CRI Green Label Plus requirements or an equivalent recognized low-emitting product standard, where such certification is available for the adhesive type.

5.8 Transitions

The Contractor shall provide manufacturer-approved transition materials and coordinate locations and details with the State.

5.9 Substrate Preparation

Ordinary substrate preparation required by the carpet tile and adhesive manufacturers' written installation instructions is included in the Bid. Ordinary preparation includes cleaning, removal of loose material and debris, removal of residual materials that would interfere with installation, minor patching or filling of surface imperfections, and minor grinding or smoothing of high spots, as reasonably necessary for proper carpet tile installation.

Extraordinary substrate remediation beyond ordinary preparation shall require prior written authorization from the State and may be charged against the applicable contingency only if authorized.

5.10 Installation Standard

Installation shall comply with the carpet tile manufacturer's written installation instructions and applicable CRI installation standards, including CRI 104 where applicable.

5.11 Product Identification and Submittal

Subsection 14.3 details the documentation required for the Bidder's proposed carpet tile product.

The Bidder is not required to identify a final carpet tile color with its Bid. Following award, the State shall select the carpet tile color and pattern from the proposed manufacturer's product line, subject to availability and compliance with the requirements of this Section.

The Contractor shall provide samples of the proposed carpet tile product and available colors and patterns for the State's review and selection following award. The State's selection of color or pattern shall not result in an additional charge to the State, provided the selected color or pattern is within the manufacturer's standard commercial product line proposed by the Contractor. No substitution of the manufacturer or product identified in the Bid shall be permitted without the prior written approval of the State. Any approved substitute shall meet or exceed all applicable requirements of this Section and shall be provided at no additional cost to the State.

5.12 Spare Carpet Tiles

The Contractor shall provide spare carpet tiles for each floor equal to five percent (5%) of the total quantity of carpet tiles installed on that floor, rounded up to the next whole tile. Spare carpet tiles shall be the same product, color, pattern, and

backing system as the carpet tiles installed on the applicable floor and shall be delivered to and placed at a location designated by the State at the completion of the applicable Phase.

6.0 WARRANTY

6.1 Manufacturer Warranties

Carpet tile shall be provided with a minimum ten (10) year manufacturer's warranty.

Adhesives and transition materials used for installation of carpet tile shall carry the manufacturer's standard warranty, where available.

The carpet tile manufacturer's warranty shall cover, at a minimum, defects in materials and manufacturing and premature failure of the carpet tile under normal commercial use, subject to the manufacturer's standard warranty terms and exclusions.

The Contractor shall provide the State with all applicable manufacturer warranties for carpet tile, adhesives, transition materials, and other products furnished under the Contract.

6.2 Special Carpet Tile Warranty

The Contractor shall provide written documentation of the applicable manufacturer's warranty for the carpet tile furnished under the Contract.

The manufacturer's warranty shall commence upon Phase Acceptance of the applicable floor unless the manufacturer's warranty specifies otherwise.

The warranty shall not include deterioration or failure caused by unusual traffic beyond the intended use of the product, substrate conditions not caused by the Contractor, vandalism, abuse, misuse, or other conditions beyond the manufacturer's control.

Where the manufacturer's warranty provides coverage for excessive wear, delamination, backing failure, or other product-specific defects, such coverage shall remain applicable in accordance with the manufacturer's written warranty terms.

6.3 Special Flooring System Component Warranty

Where carpet tile cushion, pad, underlayment, integrated cushion backing, or other flooring system component is furnished under the Contract, the Contractor shall provide written documentation of the applicable manufacturer's warranty.

The manufacturer's warranty shall commence upon Phase Acceptance of the applicable floor unless the manufacturer's warranty specifies otherwise.

All such components shall be warranted in accordance with the applicable manufacturer's written warranty.

6.4 Workmanship Warranty

The Contractor warrants that all labor, installation Work, and workmanship furnished under the Contract shall be performed in accordance with the Contract requirements, manufacturer's installation instructions, applicable industry standards, and generally accepted practices for commercial carpet tile installation.

The Contractor shall provide a written workmanship warranty for a period of one (1) year from Phase Acceptance of the applicable floor.

During the workmanship warranty period, the Contractor shall, at no additional cost to the State, promptly correct defects resulting from faulty workmanship, improper installation, or failure to perform the Work in accordance with the Contract requirements.

Workmanship warranty coverage shall include, as applicable, defects resulting from improper installation of modular carpet tile/plank, separate cushion, pad, or underlayment, including displacement, movement, improper adhesion, installation-related seam or edge deficiencies, and other installation defects attributable to the Contractor.

6.5 Warranty Documentation

The Contractor shall furnish all warranty documentation to the State upon completion and acceptance of the applicable Work.

Warranty documentation shall identify, as applicable:

- Manufacturer;
- Product name or model;
- Warranty period;
- Applicable warranty terms; and
- Location where the product was installed, including building, floor, and room where applicable.

The Contractor shall serve as the State's point of contact for warranty matters and shall coordinate applicable manufacturer warranty claims on behalf of the State during the applicable warranty periods. If, during the one (1) year workmanship

warranty period specified in Subsection 6.4, a defect is determined to result from improper installation or other Work performed by the Contractor, the Contractor shall correct the defect at no additional cost to the State.

7.0 CONTRACT ADMINISTRATOR

For purposes of this Contract, Patrick Lam, DHRD, or other designee, is the Contract Administrator (CA). The CA will serve as the State's primary internal resource for purposes of the IFB.

The State will provide the CA's contact information for contract administration functions at the time of contract execution.

8.0 EXAMINATION OF PROJECT AREAS

The site visit is non-mandatory. Bidders are strongly encouraged to attend the site visit to familiarize themselves with existing conditions.

Attendance at the site visit is not a condition of bid submission.

Prospective Bidders should visit the project site and thoroughly familiarize themselves with existing conditions and the amount and kind of Work to be performed.

No additional compensation shall be provided because of any misunderstanding or error regarding conditions at, or measurements of, the project location or the amount and kind of Work required, except as otherwise expressly provided by the Contract.

Bidders are responsible for verifying measurement dimensions necessary to ensure full floor coverage.

9.0 WRITTEN INQUIRIES – QUESTIONS AND ANSWERS

Questions regarding this solicitation are due by the date and time specified in HlePRO.

All questions shall be submitted through the HlePRO Question and Answer section.

Questions submitted by email, telephone, or any other method shall not be accepted.

Any changes, clarifications, or interpretations of this solicitation that modify the solicitation shall be made only by written addendum issued through HlePRO.

SECTION II – BIDDER REQUIREMENTS

10.0 BIDDER QUALIFICATIONS

10.1 Experience and Qualifications

The Bidder shall have a minimum of four (4) years of supervisory or foreman experience in the flooring trade within the past ten (10) years.

10.2 Additional Qualification Information

If requested by the State, the Bidder shall provide additional documentation demonstrating its qualifications, personnel qualifications, experience, licensing, financial capability, or ability to perform the Work.

Unless otherwise specified by the State, requested information shall be provided within three (3) business days of the State's request.

Failure to timely provide requested information may result in a determination that the Bidder is nonresponsive or not responsible, where permitted by applicable law and procurement rules.

10.3 Requirements for Contractor Licensing Classifications

The Bidder is responsible for reviewing the project requirements and determining the appropriate contractor license classification(s) required to perform the Work.

The Bidder shall possess, at the time of bid submission, all valid State of Hawai'i contractor license classifications required by law under HRS Chapter 444, or other, to perform the Work, including C-7 (Carpet Laying Contractor) for carpet tile installation Work.

The Bidder shall ensure that any subcontractor performing Work requiring a contractor license possesses the contractor license classification(s) required by law for the Work assigned to that subcontractor.

The Bidder and its subcontractors shall maintain all required contractor licenses in good standing throughout the duration of the Contract and any authorized extensions.

10.4 Personnel Qualifications – Lead Carpet Tile Installer

The Bidder's identified lead carpet tile installer or foreman shall possess a minimum of three (3) years of experience serving in a lead carpet tile installer or foreman capacity on projects similar in scope and complexity to the Work.

10.5 COMPETENCY OF BIDDER

The Bidder shall be capable of performing the Work for which bids are requested.

Before or after the bid submission deadline, the State may require the Bidder to provide information concerning personnel, financial status, experience, qualifications, licensing, bonding capability, or other factors relating to the Bidder's ability to satisfactorily perform the Work, to the extent permitted by applicable law and procurement rules.

Any such inquiry shall be made in writing, and the Bidder shall respond in writing.

A Bidder that refuses to provide required information may be determined nonresponsive or not responsible, as permitted by applicable law and procurement rules.

11.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- a. The costs in its bid have been derived independently, without consultation, communication, or agreement with any other Bidder concerning any matter relating to such costs for the purpose of restricting competition;
- b. Unless otherwise required by law, the costs in its bid have not been knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor prior to award; and
- c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition, bid rigging, or any other unlawful purpose.

12.0 BID PREPARATION AND BID PROCESS DETAILS

12.1 Electronic Submission

Bids shall be submitted electronically through HlePRO.

Bids received outside HlePRO shall be rejected and shall not be considered for award unless otherwise expressly permitted by applicable law and the solicitation.

A Bidder's electronic response to this solicitation shall constitute an offer to sell and provide the specified construction services to the State at the prices shown in the response and under the terms and conditions of this solicitation.

Bidders shall enter bid prices in HlePRO in accordance with the HlePRO instructions and this IFB.

A Bidder may submit only one bid in response to this solicitation.

A Bidder may not submit alternate or conditional bids unless expressly authorized by written addendum.

If a Bidder submits more than one bid in response to this solicitation, all such bids may be rejected in accordance with applicable law and procurement rules.

The Bidder shall submit one price for each required HlePRO line item. There are four (4) required HlePRO line items. Failure to submit a price for any required line item may result in rejection of the bid as nonresponsive.

12.2 Line Items

The Bidder shall bid on all required items specified in the HlePRO "Line Items" tab.

The Bidder shall submit separate HlePRO line items for:

1. 12th Floor Carpet Tile Replacement;
2. 12th Floor Contingency;
3. 13th Floor Carpet Tile Replacement; and
4. 13th Floor Contingency.

Each contingency amount shall equal ten percent (10%) of the corresponding floor's Carpet Tile Replacement line-item amount, including applicable GET.

Each contingency line item is a tax-inclusive, not-to-exceed allowance and is not a guaranteed expenditure.

Failure to bid on a required line item may result in rejection of the entire bid as nonresponsive.

12.3 Unit Bid Price

All HlePRO line-item prices, including contingency amounts, shall be tax-inclusive and shall include applicable GET.

Prices shall include all costs for labor, equipment, materials, supplies, freight, applicable taxes, permits, licenses, disposal, insurance, supervision, and all other expenses necessary to perform the Work specified herein.

12.4 Bid Acceptance Period

Bids shall remain valid and irrevocable for ninety (90) calendar days following bid opening, unless otherwise specified by written addendum issued prior to the bid submission deadline.

12.5 Public Bid Opening

Bids shall be publicly opened in accordance with HRS Chapter 103D, applicable administrative rules, and the procedures of HlePRO. The State's use of HlePRO shall facilitate the public opening of bids.

The amount of each bid, the name of each Bidder, and other information required by law or rule shall be recorded and made available for public inspection, subject to applicable law.

13.0 OTHER BID DETAILS

13.1 Correction or Withdrawal of Bids Due to Mistakes

Bids shall be unconditionally accepted without alteration or correction, except as permitted by HRS §103D-302 and HAR §3-122-31.

13.2 Bid Security

Bid security is required for this solicitation. The Bidder shall submit a bid bond in an amount equal to at least five percent (5%) of the Total Sum Bid Price for the complete solicited project, consisting of all four required HlePRO line items. The bid bond shall be underwritten by a surety company licensed to issue bonds in the State of Hawai'i. The Bid Bond shall be submitted electronically with the Bid through HlePRO. No original Bid Bond shall be required after submission of the Bid.

Failure to submit required bid security with the bid may result in rejection of the bid as nonresponsive.

13.3 Insurance Acknowledgement

By submitting a Bid in response to this IFB, the Bidder acknowledges that, if awarded the Contract, it will be required to obtain and maintain the insurance specified in Section 26.0 as a condition of Contract award and performance.

13.4 HlePRO Fees

HlePRO does not charge vendors a fee to register or submit bids.

Any applicable HlePRO transaction fee imposed under the State's current HlePRO program terms shall be the responsibility of the awarded vendor, if applicable.

Upon award, the vendor shall pay the HlePRO transaction fee equal to 0.75% of the original award amount, capped at \$5,000, payable within 30 days.

14.0 BID SUBMITTAL

14.1 Bidder's Checklist

Before submitting its bid, each Bidder should verify inclusion of all required documents, including the following, to be submitted in the below order. Further background is provided for certain of the following items below. All items are to be submitted with each bid.

Item	Required Documentation Discussed Further at	Template at IFB
Bidder Form	Please refer to Attachment 1	Attachment 1
Qualification Form Also attach: • Bidder Resume • Lead Carpet Tile Installer or Foreman Resume	Subsection 14.2	Attachment 2
Carpet Tile Product Form	Subsection 14.3	Attachment 3
Joint Contractor and Subcontractor Listing Form	Subsection 14.4	Attachment 4
Preference Declaration Form; and Required Attachments for Bidder to Provide, as Applicable • Hawaii Bidder Preference Certification, Form SPO-081; • Apprenticeship Agreement Preference Certification Form 1; • Taxpayer Preference Supporting Document – Tax Clearance Certificate(s) from the Hawaii Department of Taxation and Internal Revenue Service (if claiming Taxpayer Preference)	Subsection 14.5	Attachment 5
HRS §103-55.5 Wage Certification Form	Subsection 14.6	Attachment 6

Safety and Health Program Certification Form	Subsection 14.7	Attachment 7
Bid Security Bond;	Subsection 13.2	
All other documents specifically required by this IFB or HlePRO.		

The Bidder is responsible for ensuring that all required forms and documents are attached to its HlePRO bid submission.

14.2 Qualification Form and Project Experience

The Bidder shall complete and submit Qualification Form with its bid as a PDF attachment through HlePRO. The Qualification Form shall provide the information requested by the State, including:

- Business information. Bidder's legal business name, location, contact information, personnel, qualifications, experience, and past Work.
- License information, including license number and classification.
- Bidder's number of years of professional experience and a list of similar example projects demonstrating such experience. Bidder's identified lead carpet tile installer or foreman. The lead carpet tile installer shall possess a minimum of three (3) years of experience serving in a lead carpet tile installer or foreman capacity on projects similar in scope and complexity to the Work.

The Bidder's and lead carpet tile installer's years of experience are a qualification requirement and shall not constitute a separate subjective evaluation criterion. Resumes for the Bidder and lead carpet tile installer shall be attached to the Qualification Form.

The State may consider the Bidder's past performance on other contracts for similar work in determining whether the Bidder is responsible. A documented record of unsatisfactory performance relevant to the Work may be considered in the responsibility determination. A Bidder determined to be non-responsible shall not be awarded the Contract.

14.3 Carpet Tile Product Form

The Bidder shall complete and submit the Carpet Tile Product Form with its bid as a PDF attachment through HlePRO. Through submittal of the Carpet Tile Product Form, the Bidder shall identify the manufacturer name, product name, product

number, warranty information, and other product detail for the carpet tile proposed in the Bid.

Through completion of the Carpet Tile Product Form, the Bidder shall demonstrate compliance with the requirements of subsection 5, Carpet Tile Product Requirements, including fiber type, face weight, backing system, traffic classification, and applicable indoor air quality requirements.

The Bidder may also provide current manufacturer product literature or technical documentation. However, manufacturer product literature shall not substitute for completion of the Carpet Tile Product Form.

14.4 Joint Contractor and Subcontractor Listing Form

The Bidder shall complete and submit the Joint Contractor and Subcontractor Listing Form with its bid as a PDF attachment through HlePRO. This shall list each joint contractor and subcontractor to be engaged in performance of the Contract and the nature and scope of Work to be performed by each, as required by HRS §103D-302 and applicable procurement rules.

The Contractor shall not substitute a listed joint contractor or subcontractor except as permitted by the Contract and applicable law.

The Contractor shall be the sole point of contact for contractual matters and shall remain responsible for all Work performed by subcontractors.

The Contractor shall be responsible for payment of all subcontractors and suppliers and for ensuring that subcontractors comply with applicable Contract requirements.

Each subcontractor shall possess the contractor license classification(s) required by law for the Work assigned to that subcontractor.

14.5 Preference Declaration Form

The Bidder shall complete and submit the Preference Declaration Form with its bid as a PDF attachment through HlePRO. Each Preference is discussed further in subsections 16.5 through 16.7. Bidders shall complete and submit the Preference Declaration Form with their Bid, identify each preference claimed, and provide the required supporting documentation as part of their Bid submittal:

- Hawaii Bidder Preference – Hawaii Bidder Preference Certification, Form SPO-081

- Apprenticeship Agreement Preference – Apprenticeship Agreement Preference Certification Form 1
- Taxpayer Preference – Tax Clearance Certificate(s) from the Hawaii Department of Taxation and Internal Revenue Service

Bidders claiming a preference shall submit the documentation required by the applicable preference provision of this IFB and HRS Chapter 103D/HAR.

The Bidder is responsible for identifying all preferences claimed and submitting the required supporting documentation. Failure to claim a preference or provide required documentation may result in the preference not being applied.

14.6 HRS §103-55.5 Certification Form – Public Works

The Bidder shall complete and submit its HRS §103-55.5 Certification Form with its bid as a PDF attachment through HlePRO. Prior to entering into a public works construction Contract in excess of \$2,000 that is subject to Chapter 104, HRS, the Bidder shall certify its intent to comply with HRS §103-55.5 and Chapter 104 requirements, including prevailing wages, overtime, and applicable labor and safety laws.

No Contract for construction of a public work project subject to these requirements shall be granted unless the applicable statutory requirements are satisfied.

14.7 Safety and Health Program Certification Form

The Bidder shall complete and submit its Safety and Health Program Certification Form with its bid as a PDF attachment through HlePRO. Because the estimated value of this project exceeds \$100,000, the Bidder shall provide the certification required by HRS Chapter 396 concerning availability and implementation of a project-specific written safety and health program. The project-specific written safety and health program shall be available and implemented by the Notice to Proceed date.

15.0 RESPONSIBILITY OF BIDDER

To be awarded a Contract under this solicitation, the Bidder shall be responsible within the meaning of HRS Chapter 103D and shall comply with all applicable requirements governing entities doing business with the State.

The State may verify responsibility and compliance through Hawaii Compliance Express (HCE) or by other means permitted by law.

The Bidder shall demonstrate compliance and responsibility prior to award.

Failure to demonstrate responsibility or required compliance may result in the Bidder being determined ineligible for award.

The Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as required by applicable law.

15.1 Hawaii Compliance Express

Bidders are encouraged to register with Hawaii Compliance Express sufficiently in advance of bid submission to allow time to establish compliant status prior to award.

The State may require the apparent successful Bidder to provide a current Certificate of Vendor Compliance or other documentation demonstrating compliance with applicable requirements. Documents demonstrating compliance shall be provided to the State electronically.

15.2 Final Payment Requirements

The Contractor shall provide a current Certificate of Vendor Compliance when required for final payment.

Additionally, the State anticipates completing payment for the Work from funds available for the applicable fiscal year. In addition to the requirements set forth in the Availability of Funds provision, and to facilitate the State's ability to process payment within the applicable fiscal year, the Contractor shall submit its final invoice to the Contract Administrator no later than May 1, 2028. This invoice-submission deadline does not extend or modify the required completion dates set forth in the Anticipated Project Timeline. The State cannot ensure payment of any final invoice received after May 1, 2028.

SECTION III – AWARD AND PROCUREMENT ADMINISTRATION

16.0 AWARD OF CONTRACT

16.1 Contract Documents

The Contract consists of the executed agreement and all documents incorporated therein, including, as applicable:

- This IFB;
- Special Provisions;
- General Conditions (AG-008 103D, Rev. 01/10/2023);
- Specifications;
- Plans and Sketches;
- Addenda;
- Contractor's accepted bid;
- Performance Bond;
- Payment Bond;
- Insurance documents;
- Applicable wage determinations; and
- Other documents identified in the Contract.

16.2 Responsive Bid

To be considered responsive, a Bidder's bid shall comply with the requirements of this IFB and all Addenda.

A bid that materially deviates from, conditions, or takes exception to the requirements of this IFB may be rejected as nonresponsive.

The Bidder shall bid on all required HlePRO line items.

16.3 Method of Award

Award shall be made to one responsible Bidder whose bid is responsive to this IFB and any Addenda and whose bid results in the lowest evaluated Total Sum Bid Price after application of all applicable preferences expressly identified in this IFB.

The project is being solicited as a single procurement consisting of the 12th Floor Carpet Tile Replacement and the 13th Floor Carpet Tile Replacement.

For bid evaluation, the Total Sum Bid Price shall be the sum of all four required HlePRO line items:

1. 12th Floor Carpet Tile Replacement;

2. 12th Floor Contingency (10%);
3. 13th Floor Carpet Tile Replacement; and
4. 13th Floor Contingency (10%).

All Bidders shall be evaluated on the same four-line-item Total Sum Bid Price.

The State intends to authorize the Work for both floors, subject to availability of funds.

If all Bids exceed available funds as certified by the appropriate fiscal officer, and time or economic considerations preclude resolicitation of work of a reduced scope, the head of the purchasing agency may, pursuant to HRS §103D-302(h), negotiate an adjustment of the Bid price, including changes in the Bid requirements, with the low responsible and responsive Bidder in order to bring the Bid within the amount of available funds.

If the resulting Contract authorizes Work for only one floor, the Contractor shall perform only the Work authorized and contracted for that floor, together with any contingency Work subsequently authorized in writing. The State shall not be obligated to authorize or purchase Work for a floor that is not included in the authorized scope.

The Contract price shall be the price established in the executed Contract for the scope of Work authorized under the Contract, exclusive of any evaluation preference.

Each required performance and payment bond shall be based on one hundred percent (100%) of the awarded Contract price established in the executed Contract.

16.4 Contingency Evaluation and Use

Each contingency amount shall equal ten percent (10%) of the corresponding floor's Carpet Tile Replacement line-item price, including applicable GET.

The contingency amounts shall be entered as separate HlePRO line items and shall be included in the Total Sum Bid Price for evaluation.

Contingency funds may be used only for additional Work within the scope of this procurement that is reasonably necessary to complete floor phases and that is authorized in writing by the State. Contingency amount for one applicable floor may be reallocated to another floor's contingency budget as applicable and necessary. Examples of potentially authorized contingency Work include extraordinary

substrate remediation beyond ordinary preparation and unforeseen demolition or transition adjustments.

Contingency amounts are allowances and are not guaranteed expenditures.

The Contractor shall not perform Work or incur costs against a contingency without prior written authorization from the State.

Authorized contingency Work shall be performed at no additional cost beyond the amount authorized against the applicable contingency, unless otherwise authorized by an appropriate written Contract modification.

Unused contingency funds shall not be payable to the Contractor.

Authorized contingency work shall be priced based on agreed unit prices (if applicable), documented actual costs plus agreed markup, or negotiated lump sum consistent with HAR §3-125-13.

16.5 Hawaii Bidder Preference

In accordance with HRS §103D-302(j), the Hawaii Bidder Preference is applicable to this solicitation, for evaluation purposes only. Bidders desiring to qualify for the five percent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) with each bid at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

The preference shall apply subject to the requirements and limitations of HRS §103D-302(j), applicable provisions of HAR Chapter 3-124, and State Procurement Office guidance.

The preference is for evaluation purposes only. The Contract shall be awarded at the Bidder's original bid price, not at the preference-adjusted evaluated price.

A Bidder receiving the Hawaii Bidder Preference shall maintain its qualification as a Hawaii bidder throughout Contract performance. Failure to maintain qualification as a Hawaii bidder shall subject the Contract to a price adjustment equal to the value of the preference applied and may constitute cause for debarment pursuant to HRS §103D-702.

16.6 Taxpayer Preference

In accordance with HRS § 103D-1008 and HAR Chapter 3-124, Subchapter 7, a tax preference will be given to taxpaying bidders and shall apply to this solicitation.

For evaluation purposes, when applicable, the price submitted by a tax-exempt Bidder shall be increased by the applicable retail rate of Hawai'i GET and applicable use tax in accordance with applicable law and rules.

The adjustment is for evaluation purposes only and shall not be added to the Contract amount awarded.

A Bidder claiming or subject to the taxpayer preference shall establish its status in accordance with applicable law, rules, and State procedures.

16.7 Apprenticeship Agreement Preference

Because the State's estimated value for the complete public works project is not less than \$250,000, the apprenticeship agreement preference under HRS §103-55.6 shall apply, subject to applicable law and current Department of Labor and Industrial Relations (DLIR) requirements.

A Bidder seeking the apprenticeship agreement preference shall submit the required Certification of Bidder's Participation in Approved Apprenticeship Program under Act 17 (Certification Form 1) for each apprenticeable trade the Bidder will employ to construct the public works project, as required by applicable DLIR requirements. The required certification(s) shall be submitted with the Bid at or before the time set for bid opening. Certifications submitted after bid opening shall not be considered for purposes of the preference, except as otherwise permitted by applicable law or DLIR requirements.

The apprenticeship agreement preference shall be applied for evaluation purposes in accordance with HRS §103-55.6 and applicable State procedures.

The Contractor shall remain eligible for the preference and comply with all applicable apprenticeship requirements throughout performance of the Work, including submission of required certifications and reports and compliance with applicable DLIR requirements.

Failure to maintain eligibility or comply with applicable apprenticeship requirements may result in the sanctions and remedies provided by law, including any applicable adjustment or loss of the preference, restitution, liquidated damages, cessation of Work, default, or suspension or debarment proceedings.

16.8 Other Preferences

The Hawaii Products Preference under HRS §103D-1002 shall not apply because this solicitation is for public works construction.

The Qualified Community Rehabilitation Program preference is not applicable to construction.

No reciprocal preference is being applied under this solicitation unless expressly required or authorized by applicable law or the State Procurement Office.

16.9 Tie Bids

In the event of identical low bids from responsive and responsible Bidders that meet all requirements and criteria of this IFB, the Procurement Officer shall resolve the tie by drawing lots, in accordance with HAR §3-122-34. If a tie occurs, the Procurement Officer shall make the written determination required by HAR §3-122-34(c) before conducting the drawing. The drawing shall be conducted in a manner determined by the Procurement Officer that provides each tied Bidder an equal opportunity for selection, and the drawing shall be documented in the procurement file.

16.10 Availability of Funds

Award and funding of the Contract shall be contingent upon availability of funds and applicable allotment by the State Director of Finance.

The State reserves the right to cancel this IFB and/or reject any or all bids, in whole or in part, when permitted by applicable law and when determined to be in the best interest of the State.

The State shall not be responsible for costs incurred by Bidders in preparing or submitting bids, including costs incurred if this IFB is cancelled.

17.0 PROCUREMENT ADMINISTRATION

17.1 Cancellation of Solicitation and Rejection of Bids

The solicitation may be cancelled or bids may be rejected, in whole or in part, when permitted by applicable law and procurement rules and when cancellation or rejection is determined to be in the best interest of the State.

If the State cancels the solicitation, the State shall comply with applicable requirements concerning notice of cancellation. The State shall not be responsible for any costs or losses incurred by a bidder related to the preparation of bids.

17.2 Confidentiality of Material

Material provided to or made available to the Contractor under the Contract that is identified as proprietary or confidential shall be safeguarded by the Contractor and shall not be disclosed except as authorized by the State or required by law.

All information, data, or other material provided by the Bidder or Contractor to the State shall be subject to Chapter 92F, HRS, and applicable procurement laws and rules.

Any Bidder seeking confidential treatment of material shall comply with applicable requirements for designation and submission of confidential information.

Price information is not confidential and shall be publicly available as required by law.

Information required by law or rule to be publicly disclosed at bid opening shall not be withheld by a confidentiality designation.

17.3 Protests

A protest shall be submitted in writing to the chief procurement officer or designee specified in the solicitation within the time periods established by HRS Chapter 103D and HAR Chapter 3-126.

A protest based upon the content of this solicitation shall be submitted before the date set for receipt of bids.

A protest concerning an award or proposed award shall be submitted within the applicable statutory or regulatory period following posting of the award.

Protests shall be submitted in writing to the Procurement Officer by email to DHRD.ASO.Procurement@hawaii.gov. The email subject line shall include the word "PROTEST" and the applicable solicitation number. Protests shall be submitted within the applicable time period established by HRS Chapter 103D and HAR Chapter 3-126.

Notice of award, if any, resulting from this solicitation shall be posted through the applicable State procurement system.

SECTION IV – PROJECT SCHEDULE

18.0 ANTICIPATED PROJECT TIMELINE

The anticipated sequence of Work is as follows:

Milestone	Anticipated Week Of	Responsibility
PHASE 1 – 12TH FLOOR		
Project Kickoff and Planning	December 4, 2026	State / Carpet Tile Contractor
Demolition and Removal of Existing Furniture – 12th Floor	December 14, 2026	State's Existing Furniture Contractor
Begin Existing Carpet Removal and Carpet Tile Installation – 12th Floor	December 21, 2026	Carpet Tile Contractor
Complete Carpet Tile Installation and Punchlist Resolution – 12th Floor	December 28, 2026 – January 6, 2027 (completion date)	Carpet Tile Contractor
Furniture Installation – 12th Floor	January 11, 2027	State's Existing Furniture Contractor
PHASE 2 – 13TH FLOOR		
Demolition and Removal of Existing Furniture – 13th Floor	February 1, 2027	State's Existing Furniture Contractor
Begin Existing Carpet Removal and Carpet Tile Installation – 13th Floor	February 8, 2027	Carpet Tile Contractor
Complete Carpet Tile Installation and Punchlist Resolution – 13th Floor	February 16-23, 2027 (February 15, 2027, is a holiday – no work to be performed) (February 23, 2027, is completion date)	Carpet Tile Contractor
Furniture Installation – 13th Floor	February 25, 2027	State's Existing Furniture Contractor

The timeline establishes the anticipated sequence of Work and the coordination requirements among the State, Contractor, and State's furniture contractor.

The Contractor shall coordinate its Work and schedule with the State and the State's furniture contractor.

The State may modify scheduled dates when necessary to accommodate furniture installation, building operations, or other project requirements.

Any revised schedule issued by the State shall, to the extent reasonably practicable, preserve the Work duration allocated to the applicable phase. A change in scheduled dates shall not, by itself, reduce the Contractor's allotted Work duration for that phase.

Failure to meet an applicable required completion date, as established by the Contract, NTP, or properly authorized revised schedule, may subject the Contractor to liquidated damages as provided in the Contract.

Liquidated damages shall not be assessed for a delay resulting solely from a State-directed schedule change where the Contractor timely performs the applicable Work within the revised schedule and the Contractor is not otherwise responsible for the delay.

18.1 Scheduling and Phasing

Each floor authorized under the Contract shall constitute a separate phase of the Work.

The Contractor shall coordinate the scheduling and execution of each floor phase with the State and the State's furniture contractor.

The Contractor shall not commence carpet demolition or carpet tile installation until the State has confirmed that the applicable area has been released for the Contractor's Work.

The Contractor shall coordinate its Work to avoid interfering with furniture installation and shall not remobilize furniture or interfere with furniture installation except as directed or authorized by the State.

SECTION V - CONTRACT

19.0 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The successful Bidder shall execute a Contract in the form prescribed by the State. The Contract shall incorporate the applicable General Conditions, including AG-008 103D, Rev. 01/10/2023, together with this IFB, Specifications, Plans or Sketches, Addenda, accepted bid, and other documents identified in the Contract.

Work shall commence upon issuance of the Notice to Proceed (NTP) and on the official commencement date specified therein.

The NTP or other written schedule issued by the State shall identify the authorized Work and applicable phase completion dates.

The Contractor shall provide all required bonds, insurance documentation, compliance documentation, and other required Contract documents before commencement of Work.

The Contractor shall not undertake Work prior to the official commencement date unless expressly authorized in writing by the State.

The State shall not be liable for Work, costs, expenses, loss of profits, or other damages incurred by the Contractor before the authorized commencement date.

20.0 CONTRACT TERM AND MODIFICATIONS

20.1 Term of Contract

The Contract shall remain in effect for a period of one year from its prescribed effective date, unless earlier terminated in accordance with the Contract. This Contract term does not extend or modify the required completion dates set forth in the Anticipated Project Timeline.

20.2 Contract Extension and Contract Modifications

The Contract term may be extended by one (1) six-month option to extend or parts thereof, at the State's option and in accordance with the terms of the Contract.

Any adjustment to Work, service areas, schedules, quantities, or other performance requirements shall remain within the scope of the procurement and shall be documented in writing as required by the Contract and applicable law.

The State may order changes in the Work only as authorized by the Contract and applicable law. Changes within the scope of the Contract may be directed by the Procurement Officer through a written change order or other authorized written

instrument, including changes permitted under AG-008 and HAR §3-125-4 without a formal supplemental agreement, where authorized by applicable law and the Contract.

Price adjustments, as applicable, resulting from changes shall be determined in accordance with the applicable provisions of HAR §3-125-13.

No change may be used to materially alter the scope of the procurement or to obtain Work that is outside the scope of the Contract.

21.0 CONTRACT ADMINISTRATION

21.1 Invoicing

The Contractor shall electronically submit certified invoices to the CA for approval and processing.

Invoices shall identify the State-assigned Contract number, invoice number, applicable period, and an itemized listing of completed Work.

Invoices shall be submitted electronically and addressed to:

Department of Human Resources Development
235 S. Beretania Street, Suite 1000
Honolulu, Hawai'i 96813
Attn: Patrick Lam

Charges shall not be included in an invoice until the applicable Work has been performed.

The Contractor shall charge contingency amounts only to the extent authorized in writing by the State.

Final payment shall not be submitted for payment until all required re-work, punchlist, and discrepancy items have been completed and accepted by the State and all required closeout documentation has been submitted. The Contractor shall provide a current Certificate of Vendor Compliance for final payment.

21.2 Payment

Payment shall be made in accordance with applicable law, including HRS §103-10 and any other applicable statutory or Contract requirements.

22.0 PREVAILING WAGES – Chapter 104, HRS

This Contract is a public works construction project subject to Chapter 104, HRS.

The Contractor and all tiers of subcontractors shall pay each laborer and mechanic employed on the jobsite no less than the prevailing wage applicable to the classification of Work performed, as established by the Director of Labor and Industrial Relations in the applicable Wage Rate Schedule and any applicable addenda.

The applicable Wage Rate Schedule shall be posted at the jobsite.

The Contractor shall comply with all applicable prevailing wage, overtime, payroll, payroll certification, recordkeeping, posting, and reporting requirements under Chapter 104, HRS, and applicable DLIR rules and procedures.

The Contractor is responsible for ensuring compliance by all subcontractors.

The State may withhold accrued payments as permitted by applicable law to remedy underpayments or other violations.

Bidders shall price labor in accordance with the applicable prevailing wage determinations.

23.0 LIQUIDATED DAMAGES

Liquidated damages shall be assessed at FIFTY DOLLARS (\$50.00) per calendar day for each day that the Contractor fails to achieve Phase Completion of an authorized floor by the applicable required completion date as specified in the Contract's project timeline, or as amended by the State through an authorized Change Order, subject to the excusable-delay provisions of AG-008 and applicable law.

Liquidated damages under this provision shall be administered in accordance with AG-008 and applicable law.

Liquidated damages shall not be assessed for delay resulting solely from a State-directed schedule change where the Contractor timely performs the applicable Work within the revised schedule and the delay is not otherwise attributable to the Contractor.

24.0 CAMPAIGN CONTRIBUTIONS

If awarded a Contract in response to this solicitation, the Contractor shall comply with HRS §11-355 and any applicable amendments thereto concerning campaign contributions by State and county government contractors.

25.0 PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are required for this Contract.

Each bond shall be in an amount equal to one hundred percent (100%) of the awarded Contract price, unless a lawful reduction has been authorized in accordance with applicable law and procurement rules.

The required bonds shall be delivered to the State at the time of Contract execution and shall be in the form and manner required by HRS Chapter 103D, HAR Chapter 3-122, AG-008, and applicable State requirements.

If the State authorizes only one floor, the bond amounts shall be based on the awarded Contract price stated in the executed Contract for the authorized scope.

Failure to provide required bonds within the required time may result in cancellation of the award and enforcement of bid security and other remedies available under applicable law.

26.0 INSURANCE

26.1 Liability Insurance

The Contractor shall obtain and maintain insurance providing coverage against claims arising from the Contractor's operations under the Contract, whether the operations are performed by the Contractor, a subcontractor, an employee, agent, or any other person for whose acts the Contractor may be liable. Required insurance coverage is specified as follows:

- a. State requirements for worker's compensation, temporary disability, unemployment, and prepaid health insurance coverage; the Contractor shall obtain coverage for all persons employed in carrying out the Work, in accordance with applicable State law.
- b. Commercial General Liability insurance coverage – minimum of \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 per occurrence for personal injury; and an aggregate limit of \$2,000,000;
- c. Automobile Liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person; \$1,000,000 for bodily injury for each accident; and \$1,000,000 property damage for each accident;

The Certificate of Insurance shall be provided on or before Contract execution/effective date, and no Work may commence until all required insurance documentation has been provided and accepted by the State.

26.2 Subcontractors Insurance

The Contractor shall be responsible for ensuring that subcontractors maintain required insurance. Subcontractor insurance shall be in addition to, and shall not relieve the Contractor of, the Contractor's own insurance obligations.

26.3 Additional Insured and Other Requirements

1. Additional Insured, Waiver of Subrogation, and Compliance Requirements

- a. The insurance policies required of the CONTRACTOR shall contain the following clause or similar clauses with the same effect:
 - i. “The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii.”
 - ii. “It is agreed that any insurance maintained by the State of Hawai‘i shall only apply in excess of, and not contribute with, the insurance provided by this policy.”
- b. A Waiver of Subrogation in favor of the State of Hawaii shall apply to the Commercial General Liability, Automobile Liability, and Workers’ Compensation policies.
- c. The insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire contract term, including all extended periods if exercised.

2. The CONTRACTOR agrees to deposit with the STATE, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the STATE during the entire term of the Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

3. Failure of the CONTRACTOR to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the STATE to exercise

any or all of the remedies provided in the Contract (including without limitation terminating the Contract).

4. The CONTRACTOR shall not cancel or non-renew coverage without replacement, or materially reduce coverage amounts, unless approved in writing by STATE.
5. The procuring of any required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder, or to fulfill the indemnification provisions of the Contract.
6. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be responsible for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR's negligence or neglect in the provision of services under the Contract.

27.0 RIGHTS AND REMEDIES FOR DEFAULT

If the Contractor fails, refuses, or neglects to perform the Work in accordance with the Contract, Specifications, Special Provisions, or General Conditions, the State shall have all rights and remedies provided by the Contract, AG-008, applicable procurement laws and rules, and other applicable law.

Without limiting those remedies, the State may procure replacement or corrective services and may recover or deduct the resulting costs to the extent permitted by law.

28.0 TERMINATION FOR CONVENIENCE

The State may terminate the Contract, in whole or in part, for the convenience of the State when permitted by the Contract and applicable law.

The State shall provide written notice to the Contractor specifying the portion of the Contract being terminated and the effective date of termination.

Termination for convenience shall be administered in accordance with AG-008 and applicable law.

SECTION VI – CONSTRUCTION REQUIREMENTS

29.0 INSPECTION

All Work performed and materials furnished shall be subject to inspection by the CA to determine whether the Work complies with the requirements set forth herein and within the Contract.

The CA may require additional information necessary to maintain a record of Work performed.

The CA may request that the Contractor accompany the CA during field inspections.

The Contractor shall provide all supervision necessary to coordinate and inspect its own Work.

Inspection or approval by the State shall not relieve the Contractor of responsibility for complying with the Contract.

30.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any Work that fails to conform to the Contract requirements. The Contractor shall correct, at no additional cost to the State, any substandard Work, defective workmanship, improper installation, or installation deficiency identified by the Contract Administrator (CA).

The Contractor shall promptly remedy defects resulting from faulty workmanship, improper installation, or failure to perform the Work in accordance with the Contract.

If the Contractor fails to comply, the State may exercise the remedies provided by the Contract, AG-008, and applicable law, including obtaining corrective Work and recovering allowable costs.

The Contractor shall not be responsible for damage resulting solely from vandalism, abuse, misuse, pre-existing substrate conditions not caused by the Contractor, or other causes beyond the Contractor's reasonable control.

31.0 WORKMANSHIP

All Work shall be executed in a professional manner and shall present a neat and workmanlike appearance upon completion.

All Work shall be subject to inspection and approval by the CA.

All Work shall comply with the Specifications, Special Provisions, Contract requirements, and manufacturer's installation requirements.

32.0 SERVICE AREAS AND REPORTING OF EXISTING DAMAGE AND CONDITIONS

32.1 Hours of Operation

The Contractor shall perform the Work at the facility identified in this IFB.

The Work area will generally be available to the Contractor Monday through Friday, excluding State holidays, from 7:45 a.m. to 4:30 p.m.

Contractor personnel shall not enter or perform Work in the Work area outside these hours without prior written authorization from the State.

32.2 Work Area Inspection

The Contractor is responsible for examining the location and condition of the Work areas.

Prior to commencing Work on each floor, the Contractor shall inspect the Work area and document existing damage or conditions that could reasonably be mistaken for damage caused by the Contractor.

The Contractor shall promptly notify the CA in writing and provide photographs of such conditions before commencing Work in the affected area.

Any damage or potentially hazardous condition discovered during the Contractor's inspection of existing conditions shall be reported to the CA before Work begins in the affected area.

Any damage to building exteriors, structures, vehicles, plants, furnishings, fixtures, or other property caused by the Contractor or its personnel, subcontractors, or agents shall be repaired or replaced by the Contractor at its own expense and to the satisfaction of the CA or the CA's designated representative.

32.3 Maintenance of Work Area

In its performance of Work, the Contractor shall:

- Protect all furniture, walls, flooring, fixtures, finishes, and other property that are to remain during performance of the Work.
- Protect building pathways, including floors and walls, used to access the Work area.

32.4 Work Area Safety

The Contractor shall maintain safe conditions within and around all Work areas throughout performance of the Work.

- The Contractor shall comply with all applicable federal, State, and local safety requirements.
- Additionally, the Contractor shall close off Work areas and post signs indicating that the areas are closed to pedestrian traffic where necessary. Equipment, apparatus, materials, or other obstructions located in pedestrian areas shall be appropriately marked and protected with cones, barricades, warning signs, or other suitable devices.
- The Contractor shall provide all safety cones, signs, barricades, and related safety equipment necessary for the safe performance of the Work.

33.0 CLEANUP

The Contractor shall keep the jobsite free of debris, litter, refuse, and other waste.

The Contractor shall promptly clean fluids, oils, grease, and other spills caused by its operations.

The Contractor shall remove all old carpet, replaced materials, demolition debris, and other waste to an off-site location in accordance with applicable laws and regulations upon completion of the applicable Work.

Final cleanup shall be completed to the satisfaction of the State.

34.0 EMPLOYEES

The Contractor shall remove any employee from Work performed for the State upon written request by the CA when the State determines that removal is necessary for legitimate project, safety, security, performance, or other Contract-related reasons, subject to applicable law and the Contract.

35.0 PERMITS, LICENSES, AND TAXES

The Contractor shall procure and maintain all permits and licenses required by law for performance of the Work.

The Contractor shall pay all applicable charges, fees, taxes, and other costs associated with the lawful performance of the Work.

Failure to procure or maintain required permits or licenses may constitute grounds for termination in accordance with the Contract and applicable law.

36.0 HAWAII RESIDENT WORKFORCE REQUIREMENT

The Contractor shall comply with HRS Chapter 103B, Employment of State Residents on Construction Procurement Contracts.

The Contractor shall ensure that Hawai'i residents compose not less than eighty percent (80%) of the workforce employed to perform the Contract on the project, as determined under HRS §103B-3. The percentage shall be determined in accordance with HRS Chapter 103B, including applicable treatment of subcontractor hours and shortage trades.

The Contractor shall comply with all applicable certification, recordkeeping, reporting, and enforcement requirements under HRS Chapter 103B.

SECTION VII – GENERAL CONTRACT REQUIREMENTS

37.0 NONDISCRIMINATION

No person performing Work under the Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in discrimination prohibited by applicable federal, State, or county law.

38.0 RECORDS RETENTION

The Contractor and its subcontractors shall maintain books, records, documents, and other evidence relating to performance of the Contract and any cost or pricing data required under the Hawai'i Public Procurement Code for the period required by applicable law and the Contract.

Unless a longer period is required by law or the Contract, records shall be maintained for at least three (3) years from the date of final payment under the applicable Contract or subcontract.

Records created, received, maintained, or used by the Contractor in performing the Contract shall be made available to the State upon request to the extent required by law. The State shall have the right to examine and audit records in accordance with applicable law.

39.0 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with all applicable federal, State, and local laws, ordinances, rules, regulations, codes, orders, and decrees affecting the Work, persons engaged in the Work, materials used in the Work, and conduct of the Work.

References to laws, rules, regulations, codes, and standards shall include applicable amendments and successors.

40.0 INDEMNIFICATION AND DEFENSE

The Contractor shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, costs, and expenses, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this Contract.

41.0 ASBESTOS AND SUSPECTED HAZARDOUS MATERIALS

The Contractor shall not furnish or incorporate into the Work any material containing asbestos.

The State makes no representation concerning the asbestos content of existing building materials.

41.1 Suspected Hazardous Materials – Stop Work

If the Contractor encounters suspected hazardous materials, including existing flooring systems or adhesives potentially containing asbestos, the Contractor shall immediately:

1. Stop Work in the affected area;
2. Secure and isolate the affected area as appropriate;
3. Notify the State; and
4. Follow the State's directions concerning testing, assessment, and abatement.

Testing and abatement responsibilities shall be handled as directed by the State in accordance with applicable law and building protocols.

The Contractor shall not resume Work in the affected area until authorized by the State.

The Contractor shall comply with all applicable environmental, health, and safety requirements concerning hazardous materials.

42.0 PARKING AND LOADING

Contractors, subcontractors, and equipment service companies performing Work within the Hawai'i Capitol District shall comply with applicable parking requirements and shall be responsible for applicable parking fees.

Parking and loading access are subject to availability and the rules of the DAGS Automotive Management Division. The State does not guarantee the availability of parking or loading spaces.

The Contractor shall contact the DAGS Automotive Management Division at (808) 586-0351 regarding parking requirements, availability, applicable fees, or to request authorization for the use of driveways or loading zones – all at the Contractor's expense. The Contractor shall be responsible for all parking fees and shall comply with all applicable parking requirements.

SECTION VIII – COMPLETION AND ACCEPTANCE

43.0 COMPLETION AND ACCEPTANCE

43.1 Phase Completion

Upon completion of the Work for a floor phase, the Contractor shall promptly notify the CA and request inspection by the State.

Phase Completion shall occur when all Work required for the applicable floor has been completed, including correction of deficiencies and punchlist items identified by the State, and the floor is ready for Phase Acceptance.

The Contractor shall promptly correct all deficiencies identified by the State before Phase Acceptance.

43.2 Phase Acceptance and Warranty Commencement

Phase Acceptance shall occur when the Work for the applicable floor is fully complete, inspected, and accepted in writing by the State.

The Contractor's workmanship warranty and applicable manufacturer's warranties for products installed on the applicable floor shall commence upon Phase Acceptance, unless a manufacturer's warranty specifies otherwise.

43.3 Final Acceptance

Final Acceptance of the Contract shall occur after all authorized floor phases have been completed and accepted and all required Contract closeout documentation has been submitted and accepted by the State.