



**Maluhia**

**Hawaii Health Systems Corporation**  
1027 Hala Drive  
Honolulu, Hawaii 96817

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**INVITATION FOR BIDS**

**MALUHIA**

**SPALLING REPAIRS AND PAINTING WORK**

**IFB No. 18-003**

1027 HALA DRIVE  
HONOLULU, HAWAII 96817

TMK: 1-6-009:004

FOR THE  
HAWAII HEALTH SYSTEMS CORPORATION (HHSC)  
STATE OF HAWAII

October 18, 2017

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NOTICE TO BIDDERS

SEALED BIDS will be received at the Hawaii Health Systems, Purchasing Office at Maluhia, 1027 Hala Drive, Honolulu, Hawaii, 96817, up to 2:00 p.m. November 17, 2017 for:

IFB No. 18-003  
Maluhia Spalling Repairs and Painting Work

and will then and there be publicly opened and read aloud.

The work shall generally consist of new spalling repairs and painting work at the facility, maintenance building, carport building, parking and driveway areas.

Drawings and specifications may be obtained at the following Maluhia website:  
<https://maluhia.hhsc.org/procurement/notices/>

A Pre-Bid walk-through of the facility will be conducted on October 26, 2017 at 10:00 a.m. Interested bidders shall meet at the Maluhia lobby area. Clarifications will be presented at the walk-through. All questions must be submitted to the Contract Manager no later than November 3, 2017.

To be eligible to submit a Bid, the Bidder must possess a valid license to perform the work.

Michelle Kato  
CONTRACTS MANAGER  
phone: 808-832-3001 email: [mkato@hhsc.org](mailto:mkato@hhsc.org)

Maluhia  
1027 Hala Drive  
Honolulu, Hawaii 96817

**SEALED BID FORM**

MALUHIA

SPALLING REPAIRS AND PAINTING

IFB NO. 18-003

HONOLULU, OAHU, HAWAII

FOR THE

HAWAII HEALTH SYSTEMS CORPORATION  
STATE OF HAWAII

After carefully examining the bid documents, drawings and specifications identified above, the Bidder proposes to furnish at its own expense all necessary labor, materials, tools and equipment to complete the work according to the true intent and meaning of the drawings and specifications, all for the Lump Sum Base Bid of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

\*Schedule of Values shall be attached to the Bid Form

Respectfully Submitted:

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Name of Business) is a:  Sole Proprietor   
Partnership  Corporation  Joint Venture Other (Specify) \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal TAX ID #: \_\_\_\_\_

Hawaii GET Lic ID #: \_\_\_\_\_

State of Incorporation is: (Specify) \_\_\_\_\_

The exact legal name of the business under which the contract, if awarded, shall be executed \_\_\_\_\_

ALTERNATES

The Bidder further proposes to incorporate in the work the alternates as described in Section 01230 - ALTERNATES, for the following amounts:

Additive Bid Alternate No. 1:

Add the total sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

Additive Bid Alternate No. 2:

Add the total sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

The Bidder must completely fill in the dollar amount for the Alternates. Where the work will be performed at no cost to the HHSC, fill in "\$0.00" as the dollar amount. If alternate dollar amounts are left blank, the proposal will be rejected as being an "irregular proposal".

In the event the Alternate is accepted, additional consecutive working days will be granted in accordance with the SCHEDULE AND COMPLETION OF WORK Section of this proposal.

SCHEDULE AND COMPLETION OF WORK

The Bidder agrees to commence and complete all work under this contract as follows:

PART I

Upon receipt of the Letter of Award with written instructions from the Engineer, proceed with preparatory work including processing submittals, obtaining approvals, and permits, or other work as approved by the Engineer. No work will be allowed at the jobsite. No ordering of materials will be allowed until;

- (a) the date stipulated in the Letter of Notice to Proceed, or
- (b) upon earlier written notice from the Engineer, or
- (c) upon receipt of the executed contract for the project.

PART II

The Contractor shall fully complete all work under this contract within 365 consecutive calendar days from the date stipulated in the Letter of Notice to Proceed.

PART III

In the event that Alternate No. 1 is accepted, the work shall be performed consecutively with the Lump Sum Base Bid construction noted above and the construction time shall be increased by 30 consecutive calendar days.

In the event that Alternate No. 2 is accepted, the work shall be performed consecutively with the Lump Sum Base Bid construction noted above and the construction time shall be increased by 30 consecutive calendar days.

## EVALUATION CRITERIA

Evaluating Bids: The lowest responsive, responsible bid is determined by the following procedures:

- 1) The Alternates listed above and in Section 01230 – Alternates, are listed by preference with Alternate No. 1 being the first preference and the other alternates following.
- 2) The total lump sum bid price is adjusted to reflect for the applicable preferences.
  - a) For projects with alternates, the total lump sum base bid price and alternates will be adjusted to reflect the applicable preferences.
- 3) The project will be evaluated based on the adjusted bid price.

## EVALUATION OF BIDS (WITH ALTERNATE)

1. All bids will be evaluated on the basis of the same alternate item.
2. After adjusting for applicable preferences, the alternate is added to the total lump sum base bid price. This sum is compared to the project control budget, and must be within the project control budget.
3. If adding the alternate will make the aggregate amount exceed the project control budget for all bidders, the alternate will be skipped.
4. The bidder with lowest aggregate amount, within the project control budget for the total lump sum base bid plus the alternate is the "Low Bidder" for the project and is designated for award.

Should the Lump Sum Base Bid of all bidders exceed the project control budget, the bidder with the lowest total lump sum base bid is designated the Low Bidder for the project.

## METHOD OF AWARD

The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including alternate which may be selected) meet the requirements and criteria set forth in the solicitation documents and as determined by the HHSC.

In the event that the total lump sum base bid for of all bidders exceed the project control budget, the HHSC shall reserve the right to make an award to the apparent Low Bidder and seek additional funds and increase the project control budget or reduce the scope of work through negotiation to meet the project control budget.

## OTHER CONDITIONS FOR AWARD

The HHSC reserves the right to reject any and/or all bids and waive any defects when, in its opinion, such rejection or waiver will be for the best interest of the HHSC;

The award of the contract shall be conditioned upon funds being made available for these projects and further upon the right of the HHSC to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn;

Any agreement arising out of this offer is subject to approval of the Department of Finance as to form, and to all further approvals, including the approval of the HHSC, required by statute, regulation, rule, order, or other directive.

**OTHER CONDITIONS**

1. Bidder agrees to pay liquidated damages to the HHSC to be specified.
2. By submitting this proposal, the Bidder is declaring that its firm has not been assisted or represented on this matter by an individual who has, in a County capacity, been involved in the subject matter of this contract in the past two years;
3. Anti-collusion certification. In accordance with HAR 3-122-192, by submitting this proposal, the Bidder is declaring that the price submitted is independently arrived at without collusion.
4. Certification for Safety and Health Program for bids in excess of \$100,000. In accordance with HRS 396-18, the Bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH); and
5. Upon the acceptance of the proposal by the HHSC, the Bidder must enter into and execute a contract for the same and furnish a Performance and Payment bond, as required by law.

**RECEIPT OF ADDENDA**

Receipt of the following addenda issued by the Division of Public Works is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 _____	Addendum No. 3 _____
Date	
Addendum No. 2 _____	Addendum No. 4 _____

It is understood that failure to receive any such addendum shall not relieve the Bidder from any obligation under this Proposal as submitted.

**ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

The Bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work and understands that failure to comply with this requirement may be just cause for rejection of the bid.

The Bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with its own employees.

The Bidder must be sure that it has and that the subcontractor(s) listed in the proposal have all the necessary specialty licenses needed to perform the work for this project. The Bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in its bid.

The Bidder shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name  
Joint Contractor or  
Subcontractor for  
Lump Sum Base Bid

License  
Number

Nature and Scope  
of Work to be  
Performed

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Complete Firm Name  
Joint Contractor or  
Subcontractor for  
Lump Sum Bid – Alternate No. 1

License  
Number

Nature and Scope  
of Work to be  
Performed

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Complete Firm Name



Joint Contractor or  
Subcontractor for  
Lump Sum Bid – Alternate No. 2

License  
Number

Nature and Scope  
of Work to be  
Performed

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Enclosed herewith:

- 1. Surety Bond (\*1) )
  - 2. Legal Tender (\*2) )
  - 3. Cashier's Check (\*3) )
  - 4. Certified Check (\*3) )
- (Cross Out Those Not Applicable)

in the amount of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

as required by law.

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*4)

Title \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

(CORPORATE SEAL)

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

(\*5)

NOTES:

1. Surety bond underwritten by a company licensed to issue bonds in this State;
2. Legal tender; or
3. A cashier's or a certified check accepted by, and payable on demand to the HHSC by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation.
  - a. These instruments may be utilized only to 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 accepted.
4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
5. Fill in all blank spaces with information asked for or bid may be invalidated.  
PROPOSAL MUST BE INTACT. MISSING PAGES MAY INVALIDATE YOUR BID.

END OF BID

## SECTION 00210 - INSTRUCTIONS TO BIDDERS

### Part 1 - GENERAL

#### 1.01 GENERAL

- A. Only Bidders with the required contractor's license(s) are eligible to submit a Bid.
- B. Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents.
  - 1. Hawaii Business §3-1222-112 HAR: A bidder who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.
  - 2. Compliant non-Hawaii Business §3-122-112 HAR: A bidder not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.
  - 3. Non-compliant Bidder: If a bidder is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, then the bidder is non-compliant and is ineligible for an award.
- C. Bidders shall submit the "Sealed Bid Form", bid bond (if required), tax clearances, Hawaii business certificates, and any other documents required by the bidding documents.

#### 1.02 OFFEROR(S) or BIDDER(S)

- A. The terms "Offeror" and "Bidder" are synonymous when used in this Section 00210 and other solicitation documents.

#### 1.03 ADDENDA, CLARIFICATIONS

- A. Addenda: The HHSC may periodically issue an addendum that may increase or decrease the scope of work or contract time, provisions or conditions. The HHSC will make the addenda available to the bidders at the Contracts Manager's office. Bidders are responsible for the information contained in the addenda or bid clarification whether or not the Bidder receives the addenda or clarification.
- B. Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents or the site and local conditions or bidders with questions or clarification requests shall send their written requests (email

or fax notification are acceptable) to the Project Architect. Bidders shall comply with the following procedures:

1. Identify each request with the Project Name and IFB Number.
  2. Indicate the appropriate section number, paragraph, drawing and detail number, schedule or other identifier.
  3. The request should be brief, concise, but complete enough to properly evaluate and determine the merits or non-merits of the question or request.
- C. Bidders shall make any requests for clarifications no later than fourteen (14) calendar days prior to the submission date for sealed bids. Refer to the "Notice to Bidders" for submission date.
- D. HHSC will respond to important requests or clarifications by way of addenda. HHSC may not address or respond to all bidders inquiries, if the HHSC determines the request is unimportant or not required to disseminate to all Bidders.

#### 1.04 SEALED BID FORM (BID FORM)

- A. Bidder shall fill out the "Sealed Bid Form" completely. Write in ink or type. Besides the following paragraphs with instructions, there are supplemental Bidder's Instructions within the text of the "Sealed Bid Form" and bidders shall comply with the instructions. Do not alter the "Sealed Bid Form", and maintain the form intact.
- B. HAWAII PRODUCT PREFERENCE: If applicable to this project, bidders proposing to use Hawaii products shall complete the "Hawaii Product Schedule" by entering the product total cost (not unit price) and identifying the respective class. Bidders may provide a cost for any one or as many products listed in the schedule. Any product that is left without a respective cost and class designation cannot be used in the preference evaluation.
1. If there are several classes offered for a product, the bidder shall choose and circle the appropriate class, otherwise, preference will be given based on the class with the lower percentage.
  2. If the Hawaii product preference is used to determine the contract award, the bidder must use the designated Hawaii products in the work, otherwise the bidder (contractor) may be in default of the contract.
- C. RECYCLED PRODUCT PREFERENCE is not applicable to this project.
- D. OTHER CONDITIONS: Bidder acknowledges and agrees to the provisions and certifications stated in this article.

- E. RECEIPT OF ADDENDA: Bidder shall fill in the appropriate dates any addenda were received.
- G. LISTING JOINT CONTRACTORS OR SUBCONTRACTORS:
1. Bidder shall complete the “Joint Contractors or Subcontractors List.” It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty contractor’s licenses that are required to complete the project. Failure of the bidder to provide the correct names, license numbers, specialty class number, classification description and to indicate that the specialty contractor is required for this project, may cause the bid to be rejected.
  2. Bidder agrees the completed listing of joint contractors or subcontractors is required for the project and that the bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor’s licenses to complete the work.
  3. Based on the Hawaii Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Hawaii 450 (2002), the bidder as a general contractor (‘A’ or ‘B’ license) is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder (‘A’ or ‘B’ general contractor) to act as a specialty (‘C’ license) contractor in any area in which the bidder (‘A’ or ‘B’ general contractor) has no specialty contractor’s license. Although the ‘A’ and ‘B’ contractor may still bid on and act as the “Prime Contractor” on an ‘A’ or ‘B’ project (See, *HRS §444-7 for the definitions of an “A” and “B” project*), respectively, the ‘A’ and ‘B’ contractor may only perform work in the areas in which they have the appropriate contractor’s license. The bidder (‘A’ or ‘B’ general contractor) must have the appropriate ‘C’ specialty contractor’s licenses either obtained on its own, or obtained automatically under HAR §16-77-32.
  4. General Engineering ‘A’ Contractors automatically have these ‘C’ specialty contractor’s licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-56, C-57a, C-57b, and C-61.
  5. General Building ‘B’ Contractors automatically have these ‘C’ specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-42a, and C-42b.
  6. The table that lists the specialty contractor’ classifications in the bid form is from the Department of Commerce and Consumer Affairs’ (DCCA) website [www.state.hi.us/dcca/har/index.html](http://www.state.hi.us/dcca/har/index.html). Bidders shall provide the appropriate classifications numbers and descriptions for any specialty contractors that are not included in the bid form and bidders are directed to the DCCA web site for the latest updated list.

7. Instructions to complete the Joint Contractors or Subcontractors List:
  - a. Determine the specialty contractor classification(s) required for this project and provide the complete firm name and license number of the joint contractor or subcontractor in the respective columns. If the bidder is a general contractor and providing the work of the required specialty contractor classification, fill in the bidder's (general contractor's) license number and name.
  - b. List only one joint contractor or subcontractor per required specialty contractor's classification.
  - c. For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)." Bidder shall determine the specialty contractor's classification and description required for the respective alternate. Bidders shall fill in the complete class number, class description, firm name and license number of the respective joint contractor or subcontractor. The bidder shall not include any joint contractor or subcontractor previously listed for the base bid.
  
- G. **COST AND TIME:** Bidder shall completely fill out the article and enter the cost for the Project Bid Price, and Alternates when provided. Bidder shall tabulate the Project Bid Price, and Alternates when provided, and the Bidders shall then enter the Total Lump Sum Bid Price. **BE SURE TO ENTER THE TOTAL LUMP SUM BID PRICE IN WORDS AND NUMERALS.** Refer to Bidder's Instructions located within the article.
  1. If provided, bidder shall fill in total costs for each alternate.
  2. The bidder is directed to the construction time information paragraph "B" for the list of contract times and dates which may include: contract duration, project start date, jobsite start date, jobsite completion, contract completion date and construction time for alternates. Bidder shall refer to "Section 01100" of these specifications for additional construction time information, as applicable.
  
- H. **SIGNATORY PAGE:** Bidder shall completely fill out article (page). Bidder shall indicate if it is a "Hawaii Business" or a "Compliant Non-Hawaii Business." Also, bidder shall refer to Bidder's Instructions located within the article.

#### 1.05 EVALUATION CRITERIA

- A. EVALUTATING BIDS: The lowest responsive, responsible bid is determined by the following procedures:

1. The total lump sum bid price is adjusted to reflect the applicable preferences.
  - a. For projects with alternates, the total lump sum base bid price and alternates will be adjusted to reflect the applicable preferences.
2. Project control budget is established prior to the submission of bids.

1.06 METHOD OF AWARD

- A. The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any alternates which may be selected) meets the requirements and criteria set forth in the solicitation documents.
- B. In the event the total lump sum bid of all bidders exceeds the project control budget, HHSC reserves the right to make an award to the apparent Low Bidder if additional funds are available or by reducing the scope of work through negotiation.

1.07 OTHER CONDITIONS FOR AWARD

- A. The Chief Procurement Officer may reject any or all bids and waive any defects if the Chief Procurement Officer believes the rejection or waiver is in the best interest of HHSC.
- B. The Chief Procurement Officer may hold all bids up to 60 calendar days from the date bids were opened. Unless otherwise required by law, bids may not be withdrawn without penalty.
- C. The award of the contract is conditioned upon funds made available for the project (or projects if applicable).

1.08 COMPLIANCE WITH §3-122-112 HAR:

- A. As a condition for award of the contract and as proof of compliance, the bidder shall meet the “Hawaii Business” or “Compliant non-Hawaii Business” requirements and shall provide the following documents:
  1. Department of Taxation (DOTAX) and the IRS tax clearance certificates.
  2. Department of Labor (DLIR) certificate of compliance.
  3. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) certificate of good standing.
    - a. A Hawaii business that is a sole proprietorship is not

required to register with the BREG and therefore not required to submit the DCCA, BREG "Certificate of Good Standing."

- B. The apparent three low bidders shall furnish the required documents to HHSC within seven calendar days from the bid opening date. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the documents by the required deadlines.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 REQUIRED DOCUMENTATION FOR HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS (§3-122-112 HAR)

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is are valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by HHSC.
  - 1. DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev 2003) is available at DOTAX and IRS (State of Hawaii) offices or DOTAX website, and by mail or fax.
    - a. DOTAX website: <http://www.state.hi.us/tax/alphalist.html#a>
    - b. DOTAX forms by fax/mail: (808) 587-7572 or 1-800-222-7572
  - 2. Mail, fax or submit in person completed tax clearance application forms to the Department of Taxation, Taxpayer Services Branch or to the address listed on the application. Facsimile numbers are:
    - a. DOTAX: (808) 587-1488
    - b. IRS: (808) 539-1573
  - 3. DOTAX will return the form to the bidder. The bidder is reminded that it is responsible to submit the applications for the tax clearance directly to DOTAX or IRS and not to HHSC.
- B. DLIR CERTIFICATE of COMPLIANCE (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii



State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by HHSC.

1. DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112 HAR*, Form LIR#27 is available at DLIR website or at the neighbor island DLIR District Office.
    - a. DLIR website: <http://www.dlir.state.hi.us/LIR#27>
  2. Mail, fax or submit in person completed application form to the Department of Labor and Industrial Relations, Administrative Services Office at the address listed on the application.
  3. DLIR will return the form to the bidder. The bidder is reminded that it is responsible to submit the application for the certificate directly to DLIR and not to HHSC.
- C. DCCA CERTIFICATE OF GOOD STANDING: Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by HHSC.
1. *DCCA CERTIFICATE OF GOOD STANDING* is available from the business registrations website or by telephone. Bidders are advised there are costs associated with registering and obtaining the certificate.
    - a. DCCA form website: <http://www.BusinessRegistrations.com>
    - b. DCCA telephone: (808) 586-2727, M - F 7:45 to 4:30 HST
  2. Submit the application per DCCA's requirements.
  3. DCCA will return the form to the bidder. The bidder is reminded that it is responsible to submit the application for the certificate directly to DCCA and not to HHSC.

### 3.02 GENERAL CONDITIONS

The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and AMENDMENTS shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and Maluhia. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

[http://hawaii.gov/pwd/construction\\_bids/Members/qc/gen\\_cond\\_constr](http://hawaii.gov/pwd/construction_bids/Members/qc/gen_cond_constr)

The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
  - i) Bidder shall have the same definition as Contractor.
  - ii) Comptroller shall be the Chief Financial Officer at MALUHIA or his authorized representative.
  - iii) Department shall be MALUHIA or its designee.
  - iv) Engineer shall be the person so designated by MALUHIA.
  - v) State shall be MALUHIA or its designee.
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."
- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for MALUHIA to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to MALUHIA 1027 Hala Drive Honolulu Hawaii 96817.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. Paragraph 3.8.1 of the Interim General Conditions is amended to read as follows:

"The contract shall be signed and forwarded to MALUHIA (Contracts Office), by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by MALUHIA (Contracts Office) within ten (10) calendar days after the bidders is awarded the contract. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto."
- i. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."

- j. Section 4.1: the words “accepted bid” is deleted from the first sentence.
- k. Section 4.9.3: the words “submission of bids” is replaced with the words “execution of this contract”.
- l. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:  
  
“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”
- m. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- n. Section 5.8.1: “twenty-four (24)” is hereby changed to “three (3)”.
- o. Section 5.11 is hereby deleted in its entirety.
- p. Section 5.12.4 is hereby deleted in its entirety.
- q. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “MALUHIA”.
- r. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:  
  
“The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
- s. Section 7.7.2 is amended to read as follows:  
“The wage rate schedule is attached to this contract.”
- t. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- u. Section 7.14.4 is hereby added and reads as follows:  
  
“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. MALUHIA reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
- v. Section 7.15 delete “and its Departments and Agencies”.
- w. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- x. Section 7.35.1: the last word “earlier” is changed to “later”.

3. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC is posted on the HHSC Internet ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.
4. CONFIDENTIAL INFORMATION. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information, in any form, whether written, verbal, or electronic, are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
5. CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. Maluhia reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.
6. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS. CONTRACTORS are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, please consult with the Campaign Spending Commission, or visit its website, [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

END INSTRUCTION TO BIDDERS

SECTION 00800 - SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 SUBSTITUTION REQUESTS

- A. Written substitution requests must be submitted 10 working days prior to the bid opening date. All substitutions will be reviewed and approved in accordance with Section 2.6 (Substitution of Materials and Equipment Before Bid Opening) as indicated in the State of Hawaii Interim General Conditions, dated August 1999.
- B. Substitution request shall be sent to the Contract Manager 10 working days prior to the bid opening date. Request received after the deadline and via FAX will not be considered.

1.02 PROJECT CONTACT PERSON

- A. HHSC Representative – For access to the site.

NAME: Mr. Ron Kurasaki  
POSITION OR TITLE: Project Manager  
TELEPHONE NUMBER: (808) 486-8048  
Email: mkato@hhsc.org

- B. Contract Manager- For questions during bidding and contract award.

NAME: Ms. Michelle Kato  
POSITION OR TITLE: Contracts Manager  
TELEPHONE NUMBER: (808) 832-3001  
Email: mkato@hhsc.org

1.03 OFFEROR'S RESPONSIBILITY FOR EXAMINING PLANS, SPECIFICATIONS AND SITE OF WORK

- A. Offerors herewith refers to sub-contractors, suppliers, manufacturer's representatives as well as contractors.

1.04 LIQUIDATED DAMAGES

- A. In accordance with the General Conditions, upon failure to complete Work or any portion of the Work within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the Department in the amount of \$500.00 per calendar day of delay.
- B. In accordance with the General Conditions, PROJECT ACCEPTANCE DATE, for failure to correct punch list deficiencies, within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the HHSC, in the amount equal to ten percent (10%) of the liquidated damages per calendar day of delay.

- C. In accordance with the General Conditions FINAL SETTLEMENT OF THE CONTRACT, for failure to submit closing documents within the time or times fixed in the contract or extension thereof, it is agreed that the Bidder shall pay liquidated damages to HHSC in the amount equal to five percent (5%) of the liquidated damages per calendar day of delay.

1.05 PERFORMANCE AND PAYMENT BOND

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 percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. See section 3.7.1 in the general

1.06 SPECIALTY CONTRACTOR'S LICENSE

- A. Contractor shall be solely responsible to assure that all the specialty licenses required to perform the Work are covered by the Contractor or its subcontractor(s).

1.07 WORKING HOURS

- A. The regular working hours for this project is from 7:00 AM to 3:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted under "Section 01100". The Working Hours provisions of specification "Section 01100" shall govern over this article 1.06.
- B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours under the provisions of the GENERAL CONDITIONS, "Overtime And Night Work Section" and under specification "Section 01100".

1.08 SPECIAL PROCEDURES DURING BIDDING

- A. Bid documents will be available from the Contracts Manager's office, at Maluhia, 1027 Hala Drive, Honolulu, HI, 96817.
- B. All bids shall be submitted to the Contracts Manager.
- C. All questions regarding the IFB shall be submitted, in writing, to the Contract Manager. The Contract Manager will review the questions and issue any responses via Addendum. Only information received by Addendum shall be binding.
- E. Any visitation to the site to examine the scope of work shall be requested through the HHSC Representative. Disruption of facility operations shall not be permitted.

1.09 PROCEDURES DURING CONSTRUCTION

- A. Upon issuance of the Notice to Proceed, the Contractor shall submit a work schedule for review and discussion. The work schedule shall be updated on a weekly or bi-weekly basis as directed by the Architect.

- B. On a weekly or bi-weekly basis, the Contractor shall conduct a progress meeting with the Hospital and Architect. The meeting will discuss the progress of the construction, discussion of problems, and review of outstanding issues. The Contractor shall conduct the meeting and prepare the meeting notes and minutes and distribute to all parties.
- C. During the construction, submittals and RFIs shall be submitted to the Architect for review and action. To expedite the review, the Contractor may make submittals via email.
- D. Periodic requests for payment shall be submitted to the Architect for review and confirmation. Approved requests for payment will be forwarded to the Contracts Officer for processing of payment.
- E. Upon substantial completion of the project, the Contractor shall submit in writing to the Architect a request for a pre-final inspection. The Contractor shall have completed their own inspection and completed all noted discrepancies. Include with the request for the pre-final inspection a list of all outstanding work not completed or corrected.
- F. Upon conducting a pre-final inspection, the Architect shall prepare a punchlist of noted discrepancies for the Contractor's remedial action. A final inspection will be performed upon completion of all punchlist items.

#### 1.10 PROJECT RESTRICTIONS

- A. The Contractor is informed that the facilities will be fully occupied and work shall be performed in close coordination with the HHSC representative. Work shall be phased and may be limited to one Bathroom or area at a time. Work will require the relocation of clients from the work area. Time shall be allocated for the Hospital to conduct this relocation. Scheduling of the work shall be closely monitored and work performed to minimize the disruption to the remaining areas of the facility.
- B. Staging and storage of materials on-site is limited and shall be coordinated with the HHSC representative. Contractor may be required to store materials off-site at his own expense.
- C. Parking on-site is limited and may be restricted to only active delivery of materials and equipment. Coordinate with the HHSC representative. If on-site parking not be available, the Contractor shall park off-site.
- D. The above restrictions shall be considered in the work of this project and shall be included in the Contractor's cost. No additional compensation shall be made for not considering these restrictions.

#### PART 2 - MATERIALS (Not Used)

#### PART 3 - EXECUTION

##### 3.01 FINAL PAYMENT REQUIREMENTS

- A. In addition to the requirements in the GENERAL CONDITIONS "Final Payment"

section, the contractor shall submit"

1. Tax clearance certificate from DOTAX and IRS, current within two months of the issuance date;  
END OF SECTION