



Department of Hawaiian Home Lands

RELEASE DATE: MAY 14, 2021

INVITATION FOR BIDS NO. IFB-21-HHL-017

SEALED BIDS
TO FURNISH AND INSTALL ENERGY CONSERVATION MEASURES TO
BUILDING D OF THE KULANA OIWI MULTI-SERVICE CENTER,
KAUNAKAKAI, ISLAND OF MOLOKAI, HAWAII



WILL BE RECEIVED UP TO 2:00 PM HST ON MONDAY, JUNE 21, 2021
AT THE DEPARTMENT OF HAWAIIAN HOME LANDS
ATTENTION: ALLEN YANOS, LAND MANAGEMENT DIVISION
HALE KALANIANAOLE
91-5420 KAPOLEI PARKWAY
KAPOLEI, HAWAII 96707

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
ALLEN YANOS VIA EMAIL AT ALLEN.G.YANOS@HAWAII.GOV
OR BY FAX AT (808) 620-9479

FURNISH AND INSTALL ENERGY CONSERVATION MEASURES
TO BUILDING D, KULANA OIWI MULTI-SERVICE CENTER,
KAUNAKAKAI, ISLAND OF MOLOKAI, HAWAII
IFB-21-HHL-017

Procurement Officer
Department of Hawaiian Home Lands
State of Hawaii
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. 21-HHL-017, and the General Conditions, Form AG-008 103D (as revised) included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts; 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion; and 3) the items to be furnished and installed will meet or exceed the minimum performance requirements established for each energy conservation measure described in the Exhibit A of the IFB.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____ *State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

**
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

Offeror has confirmed the number of items, sizes, and other requirements to accomplish the Scope of Work and hereby submits the following bid:

I. ECM#1. Exit Lighting Upgrade

Fixture Qty	Price	Subtotal	
<hr/>			

_____ each X \$ _____ \$ _____ **Total for I. \$ _____**

II. ECM#2. Weatherization

	Quantity	Price	Subtotal
	<hr/>		
A. DHHL	_____ L.F. X	\$ _____	\$ _____
B. OHA	_____ L.F. X	\$ _____	\$ _____
C. ASSOCIATION	_____ L.F. X	\$ _____	\$ _____
D. SHARED CONFERENCE ROOM	_____ L.F. X	\$ _____	\$ _____
E. COMMON AREA	_____ L.F. X	\$ _____	\$ _____

Total for II. \$ _____

III. ECM#3. Interior Lighting Upgrade

Fixture Qty	Price	Subtotal	
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_____ each X \$ _____ \$ _____

Total for III. \$ _____

IV. ECM#4. Exterior Lighting Upgrade

Fixture Qty	Price	Subtotal	
<hr/>			

_____ each X \$ _____ \$ _____

Total for IV. \$ _____

V. ECM#5. Apply Window Film

	Quantity	Price	Subtotal
	<hr/>		
A. DHHL	_____ S.F. X	\$ _____	\$ _____
B. OHA	_____ S.F. X	\$ _____	\$ _____
C. ASSOCIATION	_____ S.F. X	\$ _____	\$ _____
D. SHARED CONFERENCE ROOM	_____ S.F. X	\$ _____	\$ _____
E. COMMON AREA	_____ S.F. X	\$ _____	\$ _____

Total for V. \$ _____

VI. ECM#6. Install Energy Star Appliances

Quantity	Price	Subtotal	
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A. DHHL
Refrigerators _____ each X \$ _____ \$ _____

B. OHA

Refrigerators _____ each X \$ _____ \$ _____

C. ASSOCIATION

Refrigerators _____ each X \$ _____ \$ _____

Total for VI. \$ _____

VII. ECM#7. Install Programmable Daylight Dimming Controls

Quantity Price Subtotal

_____ L.S. X \$ _____ \$ _____

Total for VII. \$ _____

VIII. ECM#8. Install A Plug Load Management System

Quantity Price Subtotal

_____ L.S. X \$ _____ \$ _____

Total for VIII. \$ _____

IX. Additional Cost Attributable to Association Space for After-Hours Installation

Lump Sum Total for IX. \$ _____

Key to Abbreviations : L.F. = Linear Feet S.F.= Square Feet L.S. = Lump Sum

The Total Bid Price shown below shall include all materials, labor, tools, equipment, machinery, shipping and delivery costs, and all incidentals necessary, including bonds and general excise tax, to perform and complete the scope of work and specifications contained in this IFB.

TOTAL BID PRICE (SUM OF TOTALS FOR I THROUGH IX):

_____ AND _____/100 DOLLARS

(\$ _____ . _____)

Offeror _____

Name of Company

Offeror shall also provide the following information:

1. Estimated project start date and time for completion _____

2. Insurance coverage is carried by:

Commercial General Liability: _____

Hawaii No-Fault Automobile Insurance: _____

Fire, Theft, Vandalism and/or any other physical damage for a value of
\$ _____ coverage for the State's property:

Insurance Co.: _____

Address: _____

General Agent's Name: _____

Telephone No.: _____

3. A bid security is required to accompany this completed Offer Form as described in the Special Conditions, Section 2.12.1.

4. Number of years of energy efficiency contracting experience: _____ (Minimum three (3) years required.)

5. Offeror shall list its appropriate licenses and certification for the work to be performed, below along with the corresponding license, certificate numbers, and expiration dates.

License Type/Description	License/Certification No.	Expiration Date

(Attach additional sheets, if necessary)

6. For all joint Contractors or Subcontractors to be engaged in this project, the Offeror certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, HRS, who will be engaged by the Offeror on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, HRS, and understands that failure to comply with this requirement shall be just cause for rejection of the bid. The Offeror 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 Offeror 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 Offeror with his own employees. The Offerors must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The Offeror shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid. The Offeror 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 name of Joint Contractor or Subcontractor	License No.	Hawaii Tax ID No.	Nature and Scope of Work to be Performed

(Attach additional sheets, if necessary)

7. Offeror shall list below business firms and/or government agencies in the State of Hawaii or whom bidder has performed services or is currently providing services comparable to the service specified herein:

	<u>Firm/Agency</u>	<u>Contact Person</u>	<u>Telephone</u>
a.	_____		
b.	_____		
c.	_____		

Offeror _____
(Name of Company)

1. SPECIFICATIONS

1.1 BACKGROUND INFORMATION

Sealed bids are being accepted from Offerors to furnish and install energy conservation measures (“ECMs”) described herein for Building D, in the Kulana ‘Oiwi Multi-Service Center (“property”), Kaunakakai, on the Island of Molokai. The property is jointly-owned and occupied by the State of Hawaii, Department of Hawaiian Home Lands (“DHHL”), the Office of Hawaiian Affairs (“OHA”), and the Association of Owners of Kulana Oiwi (“Association”), collectively (the “Owners”). Under a Memorandum of Understanding dated May 18, 2020 between the Owners, DHHL has agreed to manage the energy project that would improve the property’s energy performance, reduce its energy use, and thereby lower the Owners’ electricity costs.

1.1.1 Property Info.

The property is on DHHL land located at 600 Maunaloa Highway, Kaunakakai, on the Island of Molokai, State of Hawaii, identified by TMK Nos. (2) 5-2-009:012 and :030. The property is part of the office complex known as the Kulana Oiwi Multi-Service Center that was constructed in 1998 to consolidate the operations of various Hawaiian organizations in one central facility. While the Owners share a building, the other Hawaiian organizations have their own separate buildings in the complex. The Owners have been sharing the costs of electricity on a pro-rata basis and for this phase of the energy project, the Owners will be paying their pro-rata share of the cost for the ECMs installed within their respective spaces. Spaces include offices, conference rooms, break rooms, and restrooms.

Figure 1. Kulana Oiwi Multi-Service Center



The exterior walls are stucco and the windows are generally fixed vinyl frames with clear single pane glass. The roof is sloped white metal and appears to be in good condition. The main entrance doors are aluminum frames and glass and are in fair condition although there is some air infiltration around the door frames. There are clerestory windows around the entire perimeter of the building which provide excellent daylight to the space.

1.1.2 Energy Audit Report.

An ASHRAE Level 2 energy audit was completed in June 2020 by DHHL’s energy consultant, NORESCO, LLC, upon which the Scope of Work has been based.

If all of the ECMs are implemented, they will provide the following estimated benefits to the property:

Table 2: Proposed Savings Summary

Annual Energy Usage	Existing	Proposed	Unit	Existing Cost	Proposed Cost	% Savings
Electricity	128,640	103,991	kWh	\$45,861	\$36,880	19.2%
Annual Demand	486	399	kW	\$6,316	\$5,188	17.9%
Metric Tons CO ₂ e	64.8	52.4	MgCO ₂ e	\$0	\$0	19.2%
				\$52,177	\$42,068	19.4%

1.2 SCOPE OF WORK

1.2.1 Energy Conservation Measures to be Furnished and Installed

DHHL is seeking an experienced Offeror to provide the following goods and services under a firm fixed-price contract as one project, not three individual projects, for the Owners:

Furnish and install the following ECMs pursuant to the specifications shown in the attached **Exhibit A**:

- ECM #1 - Exit Lighting Upgrade
- ECM #2 - Weatherization
- ECM #3 - Interior Lighting Upgrade
- ECM #4 - Exterior Lighting Upgrade
- ECM #5 - Apply Window Film
- ECM #6 - Install Energy Star Appliances
- ECM #7 - Install Programmable Daylight Dimming Controls
- ECM #8 - Install a Plug Load Management System

1.2.2 Minimum Performance Requirements of Materials and Equipment Before Bid Opening

Bids shall be based on the minimum performance requirements specified for each ECM and so long as the material and equipment are equal or better than what is specified. Any brand names of materials or equipment specified are provided to indicate a quality, style, appearance or performance and not to limit competition.

1.2.3 Warranty

Warranty both equipment and labor for a minimum of one year following final payment, except where a minimum warranty period has been specified for an ECM in Exhibit A.

1.2.4 Other Services

1. Provide a breakdown (in the Offer Form) of the cost for furnishing and installing the various ECMs as part of the Bid, including the additional cost for scheduling the work after hours due to Na Puuwai's adult day care program in the Association's space.
2. Obtain any and all permits necessary to accomplish the Scope of Work.
3. Perform the installation work on a schedule mutually-agreed upon by Owners and Contractor during the property's business hours except for the after-hours schedule acceptable to Na Puuwai to avoid disruption to its adult day care program. Scheduling shall be coordinated through the Association's Property Manager.

2. SPECIAL CONDITIONS

2.1 TERMS AND ACRONYMS USED HEREIN

Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
DHHL	=	Department of Hawaiian Home Lands (or the State)
ECM	=	Energy Conservation Measure (also may be referred to herein as Energy Efficiency Measure or EEM)
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bid
Procurement Officer	=	The contracting officer for the Department of Hawaiian Home Lands (Chairman) or his designated representative
SPO	=	State Procurement Office of the State of Hawaii

2.2 SCOPE

The furnishing and installation of ECMs to Building D of the Kulana Oihi Multi-Service Center shall be in accordance with the Specifications and Special Conditions of IFB-21-HHL-017. The State's General Conditions, Form AG-008 (6/25/2007), although not physically attached, are included by reference and made a part hereof. Copies of the General Conditions can be downloaded from the webpage for this IFB on the Hawaii Awards & Notices Data System (HANDS) on the State Procurement Office (SPO) website at <https://hands.ehawaii.gov/hands/opportunities>. This procurement has also been determined to involve construction activity as defined under Section 12-22-1, HAR, so the provisions of Chapter 104, HRS apply.

2.3 AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

2.4 PROCUREMENT OFFICER/CONTRACT ADMINISTRATOR

The contact person, delegated by the Chairman for the purposes of this procurement and who will serve as the contract administrator, is:

Allen G. Yanos, or his designated representative
Land Management Division, Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707
Phone: (808) 620-9460 / FAX (808) 620-9479
Email: allen.g.yanos@hawaii.gov

2.5 TERM OF CONTRACT

Contractor shall enter into a contract for furnishing the goods and services for a period of six (6) months from the date of DHHL's Notice to Proceed. Unless terminated, an extension for an additional period of three (3) months without re-solicitation may be requested with 45 days advance written notice to DHHL.

2.6 BIDDER QUALIFICATION

1. Bidder shall have a local address in the State of Hawaii at the time of bid submittal. Address, telephone number and name of contact person shall be listed on the appropriate Offer Form page.
2. Bidder shall have a minimum of three (3) years of energy efficiency contracting experience prior to bid opening date. Energy efficiency contracting experience includes developing, implementing or subcontracting turnkey projects for energy efficiency improvements that include lighting, HVAC systems, control systems, and building envelope improvements, that are justified by future savings of energy and a reduction in future utility usage.
3. Bidder shall have at the time of bidding, the appropriate licenses and certification for the work to be performed. Bidder shall list the license numbers and certificate numbers on the appropriate Offer Form page. In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.

2.7 PRE-BID CONFERENCE

The purpose of the pre-bid conference is to provide bidders an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-bid conference is not mandatory; however, bidders are encouraged to attend to gain a better understanding of the requirements of this IFB.

The pre-bid conference will be held online as follows via Microsoft Teams:

Date: Friday, May 21, 2021

Time: 10:00 am HST

How to Join: Go to <https://dhhl.hawaii.gov/procurement/>. Look for the meeting link under the "Invitation for Bid" section and "IFB-21-HHL-017" to join.

Bidders are advised that anything discussed at the pre-bid conference does not change any part of this IFB. All changes and/or clarifications to this IFB shall be done in the form of an addendum. **Bidders interested in responding to this IFB shall provide the Contact Person identified in Section 2.4 with their name, address, telephone number, and email address to ensure they are on the record for any addenda distribution.**

2.8 SITE INSPECTION

Prior to submittal of an offer, bidders may inspect the property to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. A site inspection is not mandatory and may be scheduled following the pre-bid conference by appointment only. However, the submission of an offer shall be evidence that the bidder understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

An appointment to inspect Building D (including the respective Owners' spaces) on Wednesday, May 26 or Thursday, May 27, 2021 only may be made by contacting the Association's Property Manager with a minimum 48 hours advance notice between the hours of 8:00 am to 3:00 pm, except on weekends.

Bidders will be restricted to inspecting the Association's space only between the hours of 6:30 am and 7:30 am or between 5:00 pm and 6:00 pm due to its adult day care operations. Inspection of the other owners' spaces and common area may follow after inspecting the Association's space first in the mornings or inspecting the Association's space last after 5:00 pm following earlier inspection of the other owners' spaces and common area.

The Association's Property Manager, for scheduling the site inspections only, is:

Murphy Ka'ahanui
Phone: (808) 560-5339 (Molokai)
Email: kulana@sandwichisles.net

Due to the COVID-19 pandemic, requirements imposed by the County of Maui and State of Hawaii at that time with regard to travel, gathering restrictions, and social distancing measures shall be observed. Interested bidders should make appointments for site inspection and travel arrangements to Molokai as soon as possible due to the limited flights available and car rentals.

Neither information provided by the Association's Property Manager nor the staff of any Owners during property inspections shall be construed to make any change to this IFB unless otherwise revised by addendum.

2.9 QUESTIONS

All questions regarding any item in this IFB shall be in writing, by email or FAX, and received by the Procurement Officer by Wednesday, June 2, 2021 at 2:00 pm HST. Only those written inquiries received by the deadline shall be responded to. An Addendum shall be issued online in HANDS to provide offerors with a list of inquiries and responses. The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

2.10 SCHEDULE

Issuance of IFB	Friday, May 14, 2021
Pre-Bid Conference (Online)	Friday, May 21, 2021 at 10:00 am HST via Microsoft Teams
Site Inspection	By appointment only on Wednesday, May 26 or Thursday, May 27, 2021. See Site Inspection Section 2.8
Questions Due by Email or FAX	Wednesday, June 2, 2021 at 2:00 pm HST
Responses to Questions (issued via Addendum in HANDS)	Friday, June 4, 2021
Notice of Intent to Bid Due	Thursday, June 10, 2021 at 2:00 pm HST
Bid Deadline (via hand or postal delivery)	Monday, June 21, 2021 at 2:00 pm HST

The above schedule may be subject to change also via an addendum.

2.11 NOTICE OF INTENT TO BID

In accordance with Section 103D-310, HRS, and Section 3-2-111, HAR, a written notice of intention to submit a bid must be submitted to the Chairman. The notice, a sample of which is attached as **Exhibit B**, may be faxed, hand carried, mailed or emailed to the Chairman, in care of the Contact Person named in Section 2.4.

The written notice must be received by no later than 2:00 p.m. HST on Thursday, June 10, 2021 which is eleven (11) calendar days prior to the IFB bid deadline. The written notice will be time-stamped when received. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped. If the notice is faxed, the time of receipt by DHHL's fax machine shall be official.

It is the responsibility of the prospective bidder to ensure that the written notice of intention to bid is received in time and DHHL assumes no responsibility for failure of timely delivery caused by the prospective bidder or by any method of conveyance chosen by the prospective bidder.

2.12 REQUIRED BONDS

2.12.1 Bid Security.

The bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in amount required by the terms of federal funding, where applicable. All lump sum bids of \$50,000.00 and higher or lump sum base bids including alternates of \$50,000.00 and higher, that are not accompanied by bid security are non-responsive.

Bid security shall be one of the following:

- a. Surety bid bond underwritten by a company license to issue bonds in this State; or
- b. Legal Tender; or

- c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or office check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (i) These instruments may be utilized only to a maximum of \$100,000.00.
 - (ii) If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000.00 each and issued by different financial institutions shall be accepted.
 - (iii) Caution: Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.

A sample form is attached hereto as **Exhibit C**. The bid security is to protect against the failure or refusal of an Offeror to execute a contract for work bid or to supply the necessary performance and payment bonds as required. The bid security must be submitted as part of the Offer Form and delivered as prescribed in this section.

2.12.2 Return of Bid Security.

All bid securities, except those of the four (4) lowest bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest bidders will be returned within five (5) working days following the complete execution of the contract.

2.12.3. Performance and Payment Bonds.

Pursuant to HAR §3-122-224, performance and payment bonds shall be required for contracts \$50,000.00 and higher. At the time of the contract execution, the successful bidder shall file good and sufficient performance and payment bonds, each in an amount equal to 100% of the amount of the contract price.

A contract performance bond indemnifies the State against loss resulting from the failure of the contractor to perform a contract. A contract payment bond guarantees payment and protection for those furnishing labor and materials to the contractor or its subcontractors for work bonded.

If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, and DHHL shall have the remedies provided below under Section 2.24 Failure to Execute the Contract and the award of the contract shall be made to the next lowest responsible and responsive bidder. Sample forms for the performance and payment bonds are attached hereto, as **Exhibits D and E**, respectively.

2.13 BID PREPARATION

2.13.1 Offer Form, Pages OF-1 through OF-5.

Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal

name in the appropriate space on Offer Form, Page OF-1. Failure to do so may delay proper execution of the contract. Be sure to include the bid security along with the Offer Form. The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

2.13.2 Bid Quotation.

The Total Bid Price shall be all-inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide the goods and services specified herein.

2.13.3 Tax Liability.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

2.13.4 Taxpayer Preference.

For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

2.13.5 Insurance.

Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

2.13.6 References.

Bidder shall list as references companies for whom bidder has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The State reserves the right to contact the references listed on the Offer Form to inquire about bidder's past performance.

2.13.7 Confidential Information.

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

2.14 SUBMISSION OF BIDS

All bids shall be sealed and delivered as specified on the front cover of this IFB by hand, postal delivery or courier. The sealed envelope containing the Offer Form Pages OF-1 to OF-5 and bid security must also be marked "Sealed Bid for IFB-21-HHL-017" in bold, prominent letters on the front placed inside another envelope addressed to the Procurement Officer in Section 2.4. No email or FAX bids shall be allowed. Bids received after the time fixed for opening or delivered anywhere other than as specified herein will not be considered. Following the bidding deadline, all bids will be publicly opened and read aloud in the lanai fronting Hale Kalaniana'ole, at DHHL's headquarters at 91-5420 Kapolei Parkway in Kapolei, on the Island of Oahu. The award will be posted in HANDS on the SPO website. Bid documents may be viewed and obtained from HANDS. There is no fee assessed to download the documents from the HANDS webpage.

Submission of a bid in response to this IFB shall indicate that Offeror understands the scope of work to be provided, and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

2.15 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award and Execution of Contract provision in Section 2.19 for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

2.16 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

2.17 STATUTORY REQUIREMENTS OF CHAPTER 104, HRS

All bidders shall comply with the requirements of Chapter 104, HRS shown in the attached **Exhibit F**, including payment of not less than the prevailing salaries and wages promulgated by the State of Hawaii, Department of Labor and Industrial Relations in the accompanying State Wage Rate Bulletin No. 499 dated February 15, 2021.

2.18 CONSIDERATION OF BIDS; CANCELLATION

After the bids are opened, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined in accordance with Section 3-122-34, HAR. In the comparison of bids, words written in the Offer Form will govern over figures and unit prices will govern over totals. Until the award of the contract, pursuant to Section 103D-308, HRS, DHHL may cancel the IFB, reject any and all bids in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of DHHL.

2.19 AWARD AND EXECUTION OF CONTRACT

2.19.1 Method of Award.

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Bid Price.

2.19.2 Responsibility of Lowest Responsive Bidder.

Reference §103D-310(c), HRS. If compliance documents have not been submitted to the Procurement Officer prior to award, the lowest responsive and responsible offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

2.19.3 HRS Chapter 237 tax clearance requirement for award.

Instructions are as follows: Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the Procurement Officer.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the Procurement Officer. However, the tax clearance certificate shall be submitted to the Procurement Officer.

2.19.4 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows: Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Procurement Officer. A photocopy of the certificate is acceptable to the Procurement Officer.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the Procurement Officer.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Procurement Officer. However, the certificate shall be submitted to the Procurement Officer.

2.19.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Procurement Officer. A photocopy of the certificate is acceptable to the Procurement Officer.

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

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 AM to 4:30 PM HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

2.19.6 Final Payment Requirements.

Contractor shall be responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under Sections 103-53 and 103D-328, HRS, and Paragraph 17 of the General Conditions. Alternatively, the contractor may submit a current Certificate of Vendor Compliance to accompany the invoice for final payment on the contract.

2.19.7 Hawaii Compliance Express.

Instead of separately applying for the certificates for Sections 2.19.3 -2.19.5 herein at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

2.19.8 Timely Submission of all Certificates.

The above certificates should be applied for and submitted to the Procurement Officer as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

2.20 CANCELLATION OF AWARD

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

2.21 ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offers, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

2.22 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Bidder, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

2.23 CONTRACT EXECUTION

The State shall forward a formal contract to the successful Bidder for execution. The contract shall be signed by the successful Bidder and returned within ten (10) days after receipt by the Bidder or as may be otherwise allowed by the Procurement Officer. **Performance and payment bonds are required for this contract.**

The Contractor or the State may terminate the contract period at any time upon two (2) months prior written notice.

2.24 FAILURE TO EXECUTE THE CONTRACT

2.24.1 Before the Award.

If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third party obligations deposited as bid security.

2.24.2. After the Award.

If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.

2.24.3. Chairman's Options.

Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

2.25 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

2.26 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations

under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Hawaiian Home Lands, Land Management Division, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

2.27 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

2.28 INSPECTION

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

2.29 INVOICING

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services. Contractor shall submit original and three copies of the invoice to the following address:

Department of Hawaiian Home Lands
Attention: Land Management Division
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Invoices shall reference both the contract number and the IFB number.

2.30 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

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

2.31 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

2.32 LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein. The per day amount includes the estimated 19.2% savings in electricity cost shown in Table 2, and not realized due to the delay in implementing the

ECMs. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

2.33 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the equipment and services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

2.34 PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer.