

IFB - CREATION AND DELIVEREY OF:

**Create Construction Blue Prints for the Maui Economic Opportunity
Inc. (MEO) Transportation Maintenance Building**

TO MAUI ECONOMIC OPPORTUNITY, INC

TRANSPORTATION FACILITY

21 HANSEN ROAD

(3957 Hansen Road)

PUUNENE, HI 96784

INVITATION FOR BIDS

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CREATION AND DELIVER OF:
CONSTRUCTION BLUEPRINTS FOR MAUI ECONOMIC OPPORTUNITY, INC. (MEO)
TRANSPORTATION MAINTENANCE BUILDING

Pursuant to Chapter 103-D, HRS, sealed offers shall be received and time stamped by Maui Economic Opportunity, Inc. (MEO) employee on the 2nd floor administration office at 99 Mahalani Street, Wailuku, Maui, Hawaii, 96793, by 3:00 p.m., on **September 25, 2020** and will then be opened thereafter; specifications may be obtained at MEO 2nd floor administration office, 99 Mahalani Street, Wailuku, Hawaii 96793 or downloaded at **www.meoinc.org**

A non-mandatory Pre-bid Meeting will be conducted for the project at the MEO Administrative Conference Room on the 2nd floor, 99 Mahalani Street, Wailuku, Maui, Hawaii on **Friday, September 4, 2020 at 9:00 AM.**

Questions may be submitted in writing to debbie.cabebe@meoinc.org no later than **3:00pm, September 11, 2020.** Questions and answers shall be available to all bidders. No questions shall be accepted, or responded to, after the **September 11, 2020** deadline.

Debbie Cabebe, SPHR
Chief Executive Officer,
Maui Economic Opportunity, Inc.

NOTICE

PREPARE AND DELIVER UPDATED SITE PLANS FOR THE CURRENT TRANSPORTATION FACILITY AND CHANGE / MODIFY CONSTRUCTION PLANS CREATED IN 2010 FOR A MAINTENANCE BUILDING THAT WILL ALLOW MEO TO SOLICIT BIDDERS FOR THE CONSTRUCTION OF THE MAINTENANCE BUILDING

THE TEN ACRE TRANSPORTATION FACILITY LOCATION IS 21 HANSEN ROAD, (3957 HANSEN ROAD) PUUNENE, HI 96784

RESPONSIBILITY OF THE LICENSED ARCHIECT/CONTRACTOR(S):

A. All document preparation shall be the responsibility of the bidder until satisfactory completion and acceptance by MEO.

See attached site map blueprints for specifications.

B. Acceptance of the plans will be made by the Chief Executive Officer upon delivery after final inspection has been completed and necessary corrections to discrepancies are made.

C. Certification of Contractor Concerning Wages, Hours, and Working Conditions of Employees Supplying Services: The Contractor shall comply with HRS103-55 requiring the contractor to certify that services performed shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees of similar work in compliance with all Labor Laws of the Federal and state of Hawaii governments relating to workers compensation, unemployment compensation, payment of wages and safety will be fully complied with. Failure to comply with the conditions shall result in cancellation of the contract.

D. Comply with needed EPA, OSHA and any other federal, State or County agencies that would regulate this project.

E. Entertainment or Lobbying Activities:

Pursuant to section 42F-103 Hawaii Revised Statutes, the Contractor agrees not to use project funds for entertainment or lobbying activities.

F. Freight, equipment and taxes shall have no upfront costs to MEO.

G. HRS Chapter 237 Tax Clearance Requirement for award:

Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) with the bid documents.

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

Pursuant to Section 103D-310(c), HRS the Contractor 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 MEO.

I. Compliance with Section 103D-310(c), for an Entity Doing Business in the State of Hawaii:

Contractor shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The certificate is valid for six (6) months from the date of issuance and must be valid on the date it is received by MEO.

J. Hawaii Compliance Express:

Alternately, instead of separately applying for these certificates at the various agencies, the contractor may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register only through a simple wizard interface at: <http://vendors.ehawaii.gov>.

K. Final Payment Requirements:

The Contractor is required to submit tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two (2) months old, with the original green certified copy stamp, must accompany the invoice for final payment on the contract.

L. 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 its 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 an subcontractor or anyone directly or indirectly employed by either of them. .

The following minimum insurance coverage(s) shall be provided by the contractor, including its subcontractor(s) where appropriate

Coverage	Limits
Commercial General Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence
Automobile Insurance	\$1,000,000 per occurrence

Each insurance policy required by this contract, including 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 thirty (30) days written notice has been given to Maui Economic Opportunity, Inc. (MEO)."

2. "It is agreed that any insurance maintained will apply in excess of, and not contribute with, insurance provided by this policy."

The Commercial General Liability insurance policy required by this contract, including a subcontractor's policy, shall contain the following clause:

"The State of Hawaii and MEO is added as an additional insured."

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

M. Contract Execution:

The contract shall be signed by the contractor and returned within ten (10) days after receipt by the Contractor.

N. Notice to Proceed:

Work will commence on the contract start date or Notice to Proceed (NTP), whichever is later.

O. Inspection and/or audits:

All work done shall be subject to inspection and approval by the MEO Project Manager, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Contract.

P. Invoicing:

The contractor shall submit original of the invoice with the labor cost(s) listed separately to the following address:

Maui Economic Opportunity, Inc.
Administration Office on the 2nd floor
99 Mahalani Street
Wailuku, HI. 96793

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

Q. Removal of Contractor's Employees:

The Contractor agrees to remove any of its employees from service rendered upon request in writing by the MEO Project Manager.

R. Re-Execution on Work:

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, MEO reserves the right to engage in services of another company to perform the service and to deduct such costs from monies due the Contractor.

S. Non-Discrimination:

The Contractor shall comply with all applicable federal and State Laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State of Hawaii.

T. Conflicts of Interest:

The Contractor represents that neither the Contractor, nor any sub-contractor, employee or agent of the Contractor, presently, has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

U. Severability:

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of the contract.

V. Breach Of Contract:

It is noted that any violation of the provisions of the contract, unless excused is a breach of the contract and may be cause for termination.

W. Governing Law; Cost of Litigation:

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Maui, Hawaii.

X. Performance and Payment Bond:

The Contractor shall procure a combination Performance and Payment Bond equal to at least twice the value of the contract, or, a separate Performance Bond no lower in value than the price of the contract, as well as a Payment Bond no lower in value than the price of the contract.

SCOPE OF WORK:

Project Budget: \$50,000.00

Maui Economic Opportunity, Inc. (MEO) wishes to **Change, Modify & Update the Maintenance Building plans** to allow MEO to solicit construction bids for the Maintenance Building as follows:.

The Maintenance Building Plans begin on section L1 through A7 on the attached plans produced by Maui Architectural Group.

1. Change building to basic “butler” type building.
2. Remove the second floor on section A2.04
3. Remove 025, 024, 023, 022, 027, vest 110 both stairways and elevator on section A2.01
4. Relocate compressor room to 1st floor South stairway location 002 on section A2.01
5. Remove all bus lifts and all shop equipment listed on section A7.04.
6. Alt. 3, keep location of paint booth only, will purchase at a later date.
7. Remove all sky lights from roof to allow the installation PV panels at a later date on section A2.03
8. Change glass to Metal Roll up doors that shall be manually operated on section A7.01

Deliverables:

Two (2) sets of paper plans.

One (1) set of Electronic Files.