

**THE FOREIGN-TRADE ZONE NO. 9
GUTTER ASSESSMENT
SPECIFICATIONS**

SOLICITATION NO. HIePRO-FTZ23-03

1.01 SCOPE

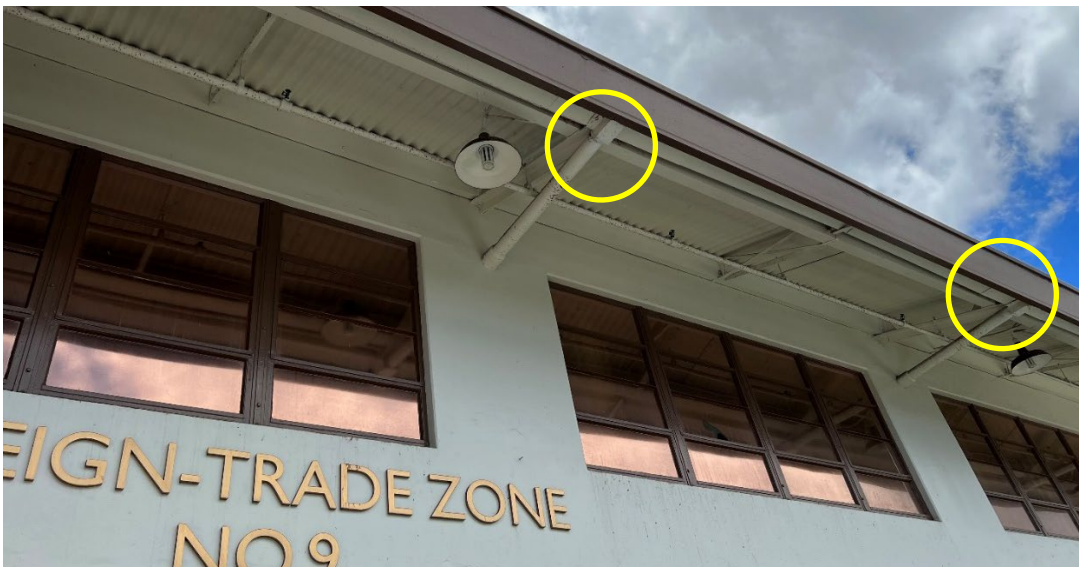
Pursuant to the Hawaii Public Procurement Code, Chapter 103D, HRS, the State of Hawaii, Department of Business, Economic Development and Tourism (STATE), Foreign-Trade Zone Division, is soliciting bids for the Gutter Assessment project for the Foreign-Trade Zone No. 9, Pier 2 Facility at 521 Ala Moana Boulevard, Honolulu, Hawaii 96813.

The purpose of this solicitation is to assess seventy-three (73) eave drain pipes. Rainwater is collected along the eave by a perimeter sheet metal gutter; the water then travels down through horizontal structural eave drain pipes and down to a concealed vertical downspout embedded inside the concrete wall at 24 feet on center, then to the underground storm drainage system. The sheet metal gutters were repaired over 20 years ago, and many of these repairs have failed. The assessment will determine whether each drain pipe is blocked, and whether portions of the drain pipe and/or previous sheet metal gutter repair require(s) replacement.

For the purposes of this solicitation, the FTZ may be referred to as “FTZ” or “STATE.”

1.02 SPECIFICATIONS

The CONTRACTOR shall furnish all labor, tools, equipment, materials, supplies, supervision, and all other items to satisfactorily assess seventy-three (73) eave drain pipes as specified below, at the Foreign-Trade Zone No. 9 facility on Pier 2.





All work shall conform to all applicable City and County, State and Federal laws, ordinances, rules and regulations.

The CONTRACTOR shall be required to have any contractor, vocational, and professional licenses necessary to perform this work.

The CONTRACTOR shall submit a report as described in 1.c. below.

1. Assessment.
 - a. The CONTRACTOR shall pump water into each pipe from the eave and determine whether the pipe drains. The CONTRACTOR shall identify any gutter pipes that are blocked.
 - b. The CONTRACTOR shall identify gutter pipes that need to be replaced, including the minimum length to be replaced.
 - i. The CONTRACTOR shall strike a standard hammer at nearest point to the eave gutter at the base of each pipe. If a pipe is not structurally sound, then the CONTRACTOR shall continue to strike the base of the pipe every six inches (6") and mark the pipe where the pipe is structurally sound.
 - ii. For pipes that are blocked, the CONTRACTOR shall test the structural integrity of the entire length of the base of the pipe.
 - c. The CONTRACTOR shall submit a report including descriptions and picture file(s) of each gutter with percent estimates of the corrosion of the eave pipe and of the gutter.

2. Existing Conditions. This section includes the results of the State's survey for asbestos, lead and/or other hazardous materials and is provided for the CONTRACTOR's information. The CONTRACTOR shall not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the solicitation.
 - a. **ASBESTOS.** The structure or structures to be disturbed under this contract were surveyed for the presence of asbestos containing materials (ACM), using EPA requirements. A copy of the survey report is included in this solicitation. The report(s) are included, even when no ACM was found, for the CONTRACTOR's information. Review the attached report(s) for the basis on which the negative ACM finding was made.
 - i. The CONTRACTOR may perform further surveys at its own expense, if ACM not shown in the report(s) is suspected in the areas of the building(s) in which work will be performed. If ACM is found, notify the State immediately. The State will reimburse the CONTRACTOR for the testing cost if ACM is found.
 - ii. If there is ACM outside of the areas in which work will be performed, this ACM shall not be disturbed in any way.
 - iii. If applicable, notify employees, subcontractors and all other persons engaged on the project of the presence of asbestos in the existing buildings in accordance with the requirements of Chapter 110, Article 12-110-2 (f) (1) (B)

of the Occupational Safety and Health Standards, State of Hawaii.

- b. **LEAD.** The structure or structures to be disturbed under this contract were surveyed for the presence of lead paint. A copy of the survey report is included in this solicitation.
 - i. Inform employees, subcontractors and all other persons engaged in the project that lead materials and LCP is present in the existing building(s) and at the job site. Follow the requirements of OSHA 29 CFR 1926.62.
 - ii. Review the attached lead testing data which identify locations lead and LCP was found. Lead testing was for design purposes only, and the results do not satisfy any of the requirements of OSHA 29 CFR 1926.62.
 - iii. The CONTRACTOR shall follow all applicable rules and regulations pertaining to the handling, removal and disposal of lead paint.
3. Hazardous Material Remediation.
 - a. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
 - b. Cleaning: Return adjacent areas to condition existing before assessment operations began. At completion of the work, clean up and remove all rubbish and debris from the premises which resulted from this assessment.
4. Service Hours. Unless otherwise specified, services shall be provided between the hours of 7:30 a.m. and 3:30 p.m., with workers off the site by 4:00 p.m., except on weekends and on State holidays. Workers shall report to the OIC prior to commencement of work and also before leaving the premises. The FTZ hours of operation are until 4:00 p.m. on weekdays, and work should be completed well in advance of this time so the warehouse and office areas can be secured.
5. Background Check of All Workers On-Site. A large portion of this job site is an active Foreign-Trade Zone, under the regulations of U.S. Customs and Border Protection and the Department of Homeland Security. As such, the CONTRACTOR shall submit a list of all of the workers who will be performing work at the job site to the Foreign-Trade Zone. The list shall include the full legal name, social security number and date of birth of each worker. A background check will be performed, as required, by U.S. Customs and Border Protection. Submitted workers found to have a felony conviction on their record will not be allowed to work on site. U.S. Customs and Border Protection will have the authority to refuse workers with other convictions revealed through the background check.

1.03 OFFICIAL CONTACT PERSON

The official contact person for all communication regarding the SOLICITATION is:

Tsurumi Hamasu, Trade Representative
Department of Business, Economic Development and Tourism
Foreign-Trade Zone No. 9
Business Office
521 Ala Moana Boulevard, Suite 101
Honolulu, Hawaii 96813
Telephone: (808) 586-2510
Fax: (808) 586-2513
Email: bids@ftz9.org

1.04 OFFICER-IN-CHARGE (OIC)

For the purpose of the Contract, Tsurumi Hamasu, Trade Representative of the Foreign-Trade Zone No. 9, is the Officer-in-Charge; she may also assign a designated Officer-in-Charge (OIC).

1.05 TERM OF CONTRACT

1. Term of Contract. The services by the CONTRACTOR described herein shall commence upon a written Notice to Proceed. The Contract shall be completed within four (4) months of the Notice to Proceed, unless sooner terminated as therein provided.

Any delay beyond the term of the contract will incur a \$200 penalty for each day of delay. The total compensation under the contract will be reduced by \$200 per day of delay.

This Contract may be extended in accordance with the General Conditions, Clause 19, Modifications of Contract, or other applicable provision. The CONTRACTOR shall submit an extension request in writing for STATE approval a minimum of fifteen (15) calendar days prior to the expiration of the Contract. The request shall provide detailed reasons for the extension and steps to be taken to ensure the timely completion of the project. If the State approves the extension request, a Supplemental Contract shall be executed by both parties in accordance with the General Conditions. The CONTRACTOR shall not be entitled to any additional compensation to complete the work described in the primary Contract.

2. Non-Performance of Work or Late Deliveries. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of any contract awarded under this SOLICITATION, the STATE reserves the right to purchase, in the open market, a corresponding quality and quantity of the services specified herein, and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the prices named in the Contract and the actual cost thereof to the STATE. In the event that any monies due to the CONTRACTOR are 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.

1.06 COMPENSATION

1. Award shall be made to the responsive and responsible Offeror submitting the lowest price.
2. Payments shall be made only after satisfactory completion of each task or service as specified herein.
3. If any work is not in full compliance with these specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of the STATE and at no additional cost to the STATE. The CONTRACTOR shall perform corrective work within the period allowed by the Officer-In-Charge.

1.07 QUALITY CONTROL

1. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of this SOLICITATION, the STATE reserves the right to purchase, in the open market, a corresponding quality and quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the prices named in the Contract and the actual cost thereof to the STATE.

In the event that any monies due to the CONTRACTOR are 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. The CONTRACTOR must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The CONTRACTOR must not require or depend on STATE staff to provide service activities in the event that program resources are not available due to the above situations.
3. When a disagreement arises between the CONTRACTOR and the STATE in regards to the performance of specific service requirements within the Contract specifications, the wishes of the STATE shall prevail. Failure on the part of the CONTRACTOR to comply shall be deemed cause for corrective action and subject to contractual remedies.
4. The STATE reserves the right to reduce, amend, or expand the "Scope of Services."

1.08 WORK CONDUCT

1. General. The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices to provide services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, state, and local governmental agencies. The CONTRACTOR shall have any contractor, vocational and professional licenses necessary to perform this work.
2. Work performance. The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

Services shall be provided with a minimum of interruption to the regular course of FTZ operations. The CONTRACTOR shall perform all work in a professional manner.

3. Safe performance of work. The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required. The CONTRACTOR shall not smoke in the vicinity and shall exercise precautions against fire at all times. Waste, rags, plastic (polyester sheets), empty cans, etc. shall be removed from the site at the end of each day.
4. Protection of work site and damages. The CONTRACTOR shall exercise care and provide all necessary protection to prevent injury and/or damage to any existing site amenities.
5. Occupational Safety and Health Standards. The CONTRACTOR shall adhere to all occupational safety and health standards administered by the State of Hawaii, Department of Labor and Industrial Relations' Division of Occupational Safety and Health (DOSHS), including those pertaining to the use of hazardous chemicals at the job site. These requirements shall include, but not be limited to, the following:
 - a. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger;
 - b. The CONTRACTOR shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure; and,

- c. The CONTRACTOR's employees who are required to handle or use poisons, caustics, and other harmful substances shall be instructed regarding safe handling and use, and be made aware of the potential hazards, and of personal hygiene and personal protective measures required.

1.09 BONDS

Bid, performance, and payment bonds are not required for this solicitation.

1.10 STATUTORY REQUIREMENTS OF SECTION 103-55, HAWAII REVISED STATUTES (HRS)

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that, in the event of an increase in wages for public employees performing similar work during the periods of the Contract, the CONTRACTOR shall be obliged to provide wages not less than those increased wages.

In the event of a wage increase to public employees during the Contract period, the CONTRACTOR shall apply for an increase in the Contract price, including additional cost for those benefits required by statute, i.e., federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance and prepaid public health insurance.

The CONTRACTOR shall be further obliged to notify its employees performing work under the Contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees or the CONTRACTOR may include such notice with each paycheck furnished to the employee.

SPECIAL PROVISIONS

2.01 OFFEROR QUALIFICATIONS

In addition to meeting the legal and other requirements of this SOLICITATION, OFFERORS must meet these qualification requirements at the time of bidding.

1. All Offerors shall meet the requirements pursuant to Hawaii Revised Statutes (HRS) Chapter 103D-310. This shall be demonstrated by a Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE). Offerors shall have a valid, current compliance certificate in order to be considered a qualified offeror for this solicitation. Prospective offerors may register and obtain information about compliance here: <https://vendors.ehawaii.gov/hce/splash/welcome.html>.
2. All Offerors shall have local office/representative(s) in-place on the island of Oahu, as of the offer due date and time. All Offerors shall list contact information for its local office and/or responsible individuals who can be contacted by the STATE on matters concerning this SOLICITATION.
3. This SOLICITATION is issued under the provisions of Chapter 103D, HRS, and Subchapter 3-122, HAR. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid, executed quote by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

2.02 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a quote in response to this SOLICITATION, the Offeror certifies as follows:

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

2.03 CANCELLATION OF SOLICITATION AND QUOTE REJECTION

The STATE reserves the right to cancel this SOLICITATION and to reject any and all quotes, in whole or in part, when it is determined to be in the best interest of the STATE, as provided in Sections 3-122-95 through 3-122-97, HAR.

The STATE shall not be liable for any costs, expenses, loss of profits, or damages whatsoever, incurred by the Offeror in the event this SOLICITATION is cancelled or a quote is rejected.

2.04 AWARD

All quotes and other material submitted by Offerors become the property of the STATE and may be returned only at the STATE's option.

The STATE's award, if any, will be made within 90 calendar days after the offer due date. Unless extended by mutual agreement, the quote shall remain firm for the 90 day period.

2.05 DISQUALIFICATION OF QUOTES

The STATE reserves the right to consider as acceptable only those quotes submitted in accordance with all requirements set forth in this SOLICITATION and which demonstrate an understanding of the scope of services. Any quote offering any other set of terms and conditions contradictory to those included in this SOLICITATION may be disqualified without further notice.

Each quote shall be submitted in the format prescribed in this SOLICITATION and all portions shall be addressed.

2.06 AWARD OF CONTRACT

Award, if made, shall be made to the responsive, responsible Offeror submitting the lowest total quote price.

Award shall be contingent on the availability of funds. The STATE reserves the right to cancel this SOLICITATION and/or reject any and all quotes, in whole or in part, when it is determined to be in the best interest of the STATE.

The notice of award letter(s), if any, resulting from this SOLICITATION shall be posted on the HIePRO website.

2.07 EXECUTION OF CONTRACT

No performance or payment bond shall be required for this Contract.

If an award is made, the STATE shall forward to the successful Offeror a formal contract to be signed by the Offeror and returned within ten (10) days or as may otherwise be allowed by the STATE. No work is to be undertaken by the Offeror prior to the official commencement date specified on a formal Notice to Proceed letter issued by the STATE upon execution of the Contract by both parties. The State of Hawaii is not liable for any

work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Offeror prior to this official commencement date.

2.08 NOTICE TO PROCEED

No work is to be undertaken by the CONTRACTOR prior to the official commencement date specified on the formal Notice to Proceed (NTP). The STATE is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to this official commencement date.

2.09 QUOTE AS PART OF THE CONTRACT

This SOLICITATION and the successful quote will be part of the Contract.

2.10 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of the facts giving rise thereto; provided that a protest based upon the content of the SOLICITATION shall be submitted in writing prior to the date set for receipt of quotes; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract.

The Notice of Award, if any, resulting from this SOLICITATION shall be posted on the HIePRO website.

Any protest pursuant to §103D-701, HRS, shall be submitted in writing to the Department of Business, Economic Development and Tourism, Foreign-Trade Zone No. 9, 521 Ala Moana Boulevard, Suite 101, Honolulu, Hawaii 96813.

2.11 RESPONSIBILITY OF OFFERORS

Offerors are advised that, prior to award of a contract under this SOLICITATION, Offerors shall furnish proof of compliance with the requirements of HRS 103D-310(c) using the Hawaii Compliance Express (HCE). HCE allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance," indicating that the vendor's status is compliant with the requirements of HRS Section 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

The above certificate should be applied for and submitted to the Foreign-Trade Zone Business Office (address and location provided in section 1.03) as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible may not receive the award.

2.12 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State or county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

2.13 PAYMENT

Section 103-10, HRS, provides that the STATE shall have 30 calendar days after receipt of an invoice or satisfactory performance of the services to make payment. For this reason, the STATE will reject any quote submitted with a condition requiring payment within a shorter period. Further, the STATE will reject any quote submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE after award of the Contract, which requires payment within a shorter period, or interest payment not in conformance with Section 103-10, HRS.

2.14 RIGHTS AND REMEDIES FOR DEFAULT

In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of any contract awarded under this SOLICITATION and “Special Conditions” and “General Conditions” attached, as specified herein, the STATE reserves the right to purchase, in the open market, a corresponding quality and quantity of the goods or services specified herein and to deduct from any monies 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 the event that any monies due to the CONTRACTOR are 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.

