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TERM

This CONTRACT for furnishing wastewater pre-treatment plant maintenance services is for a period of three (3) twelve (12) month periods. CONTRACT expires on last day of the 36th calendar month specified in the CONTRACT unless earlier terminated as specified in the GC or extended by mutual agreement. Unless terminated, and subject to availability of funds, the CONTRACT may be extended by the State for not more than three (3) additional twelve-month (12-month) periods, or a portion thereof, without re-bidding, upon mutual agreement in writing prior to expiration. The monthly CONTRACT price for each extended 12-month period shall remain the same or not exceed more than 4% from that of the preceding 12-month period's monthly invoice. If the option to extend is mutually agreed upon, CONTRACTOR will be required to execute a supplement to the CONTRACT for the extended period.

HAWAII COMPLIANCE EXPRESS (HCE)

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 both contracting purposes and final payment. Vendors choosing not to participate in the HCE program will be required to provide the paper certificates documenting compliance with §103D-310(c), HRS.

INSURANCE

Prior to the CONTRACT start date, the CONTRACTOR shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the CONTRACT. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a CONTRACT. The type of insurance coverage is listed as follows:

a. Commercial General Liability Insurance
   Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees and subcontractors during the term of the CONTRACT. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of $1,000,000 per occurrence; personal and advertising injury of $1,000,000 per occurrence; broadcasters' liability insurance of $1,000,000 per occurrence; and with an aggregated limit of $2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.

b. Automobile Liability Insurance

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Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of $1,000,000 for bodily injury for each person,$1,000,000 for bodily injury for each accident, and $1,000,000 for property damage for each accident.

c. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

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

e. The CONTRACTOR will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

f. The certificates of insurance shall contain the following clauses:

   i. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

   ii. "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."

   iii. Failure of the CONTRACTOR to provide and keep in force such insurance shall constitute a material default under the CONTRACT, entitling the State to exercise any or all of the remedies provided in the CONTRACT (including without limitation terminating the CONTRACT). The procuring of any required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder, or to fulfill the indemnification provisions of the CONTRACT. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be responsible for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR's negligence or neglect in the provision of services under the CONTRACT.

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under the 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

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to limit CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of the 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 the CONTRACT.

SERVICE AREA
The CONTRACTOR shall perform the service at the wastewater pre-treatment facility at the Animal Quarantine Station 99-951 Halawa Valley Street, Aiea, HI 96701. The State shall notify the CONTRACTOR of any subsequent change of location and furnish any other pertinent information necessary for the proper execution of the CONTRACT.

The wastewater pre-treatment facility at the Animal Quarantine Station is undergoing a complete renovation DAGS JOB NO:12-11-7659.

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 Officer-in-Charge.

RE-EXECUTION OF WORK
The CONTRACTOR shall re-execute any work that fails to conform to the CONTRACT requirements and shall immediately remedy any defects due to faulty workmanship by the CONTRACTOR. Should the CONTRACTOR fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from moneys due to the CONTRACTOR.

INVOICING
CONTRACTOR shall submit an **original** invoice, including the project name and group, CONTRACT number and month of service, to:

Department of Agriculture
Animal Quarantine Station
99-951 Halawa Valley Street
Aiea, Hawaii 96701

Payment shall be made to the CONTRACTOR at the CONTRACTed price upon certification by the State that the CONTRACTOR has satisfactorily performed the required services each month.

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PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services, to make payment. The State shall not recognize any requirement established by the CONTRACTOR which requires payment within a shorter period or interest payment not in conformance with the statute.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of the CONTRACT, in addition to the recourse stated in the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified therein and to deduct from any moneys due or that may thereafter become due to 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.