



STADIUM AUTHORITY
STATE OF HAWAII

LEGAL AD DATE: April 18, 2023

INVITATION FOR BIDS

No. IFB-SA-23-01

SEALED OFFERS

FOR

FURNISHING
CONVERTED SHIPPING CONTAINER RESTROOMS

AT THE ALOHA STADIUM

BIDS MUST BE SUBMITTED ONLINE AT THE STATE OF HAWAII

ELECTRONIC PROCUREMENT SYSTEM (HIEPRO) (<https://hiepro.ehawaii.gov>),

NO LATER THAN 12:00 P.M. (HST) ON MAY 3, 2023

DIRECT SUBJECT MATTER QUESTIONS RELATING TO THIS SOLICITATION TO RYAN
ANDREWS, FACSIMILE (808) 483-2823 OR E-MAIL AT: RYAN.G.ANDREWS@HAWAII.GOV

Ryan G. Andrews
Procurement Officer

IFB-SA-23-01

Stadium Authority
Name of Company

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CONVERTED SHIPPING CONTAINER RESTROOMS
AT ALOHA STADIUM
IFB-SA-23-01

Procurement Officer
Stadium Authority
State of Hawaii
P.O. Box 30666
Honolulu, Hawaii 96820

Dear Procurement Officer:

The procurement conducted for the specified goods and/or services is pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions, General Provisions, dated 11/2016, or as amended, and the AG General Conditions, Form AG-008, as amended, 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) Offeror is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

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

Federal 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.: _____

E-mail Address: _____

** _____
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:

The following bid is hereby submitted:

<i>Description</i>	<i>Price</i>	<i>Quantity</i>	<i>Subtotal</i>
Unit One: Men's Shipping Container Restroom (See below for full specifications)	\$ _____	1	\$ _____
Unit Two: Women's Shipping Container Restroom (See below for full specifications)	\$ _____	1	\$ _____
Unit Three: ADA/Family Shipping Container Restroom (See below for full specifications)	\$ _____	1	\$ _____
Freight and Delivery to Aloha Stadium 99-500 Salt Lake Boulevard Honolulu, HI 96701	\$ _____	3	\$ _____
SUBTOTAL			\$ _____
HAWAII GET 4.712%			\$ _____
TOTAL BID PRICE			\$ _____

References:

Offeror is required to complete with minimum of three (3) references of customers who received goods/services similar to those in this IFB.

To be completed by the offeror and submitted with the bid.

Customer Name #1: _____
Address: _____
Phone Number: _____
Email address: _____

Customer Name #2: _____
Address: _____
Phone Number: _____
Email address: _____

Customer Name #3: _____
Address: _____
Phone Number: _____
Email address: _____

Customer Name #4: _____
Address: _____
Phone Number: _____
Email address: _____

The State may contact all of the references listed to inquire about Offeror's goods, services, performance, and degree of customer satisfaction.

CONTRACT TERM, BACKGROUND, AND SIGNIFICANT DATES SCHEDULE

The SIGNIFICANT DATES set out below present the State's best estimate of the anticipated schedule of solicitation event dates. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted accordingly, by the same number of days or within a reasonable number of days.

Background Information:

The Stadium Authority (Authority) is soliciting for shipping container restrooms to support its parking lot events, inclusive of the Aloha Stadium Swap Meet and Marketplace.

SIGNIFICANT DATES

The schedule of key dates is as follows:

Advertisement of IFB	April 18 , 2023
Deadline to submit written questions	April 24 , 2023
State's response to written questions	April 28 , 2023
Bids due [12:00 p.m. (HST)]	May 3, 2023
Issuance of Award	May 8, 2023
Notice to Proceed	Upon Contract Execution
Shipping Container Restrooms Delivery Date	No Later than February 29, 2024

SPECIFICATIONS

I. SCOPE OF WORK

The Contractor shall renovate, refurbish, and furnish two (2) new separate shipping container restrooms and one (1) Americans with Disabilities Act (ADA) compliant/family shipping container restroom to Aloha Stadium at 99-500 Salt Lake Boulevard, Aiea, HI 96701.

Three (3) units shipping container restrooms; one (1) for MEN and one (1) for WOMEN, and one (1) for ADA/Family double restroom meeting all applicable building code and health department requirements, suitable for their intended purpose as free-standing toilet facilities, constructed as follows:

Unit One: MEN's Restroom:

1. One (1) New, One-Trip Steel Container 8'x9'6"x40'
2. Two (2) Entry Doors (3'x6'8") Steel with Bored Latch & Deadbolt
3. Two (2) Norton Series or equal 410 Door Closers 689 Finish
4. Two (2) Staircase/Landing 1' Elevation 3' x 6' Landing
5. Ten (10) Steel Framed 1'x3' Aluminum Sliding Windows
6. Electrical Service (Disconnect Box, Breaker Box, Wiring to Rooms)
7. Minimum Two (2) 20,000 BTU Mini Split Air Conditioners, Installed
8. Four (4) Overhead LED Lights
9. Insulated Interior Marlite or equal (1 5/8" Steel Studs, Roll Insulation, 5/8" WB, 6' High)
10. Ceiling - (3 5/8" Steel Studs, Insulation, 1/2" Waterboard 320 sf)
11. Interior Waterproofing for Plumbing, Side Walls and Flooring
12. Waterproof Floor Coating System 6" Cove
13. Sub Floor 3/8" HardieBacker or equal Cement Board
14. Elastomeric Roof & Wall Coating
15. Signage - Bathroom Doors (2 Exterior) and Bathroom Instructions (1 Interior)
16. Five (5) Toilet Partition Cubicles (5'x30")
17. Five (5) Urinal Screens (2' Panel)
18. Fixtures (5 Toilets, 5 Urinals, 4 Single Sinks) All Wall Mounted

19. Plumbing (5 Toilets, 5 Urinals, 4 Single Sinks – Cold Water)
20. Electrical Service - One (1) 120V GFCI Duplex Outlet
21. Leviton OSSMT-GAI or equal Occupancy Sensor
22. Emergency Light Lithonia EU2 LED M12 or equal
23. Defiant 180 Degree White LED Motion Outdoor Security Light or equal
24. Four (4) Floor Scuppers (12" W x 4" H x 5.75" D) with removable screens or closures
25. Accessories (T.P. Holders, Sink Mirror, Grab Bars Etc.)
26. One (1) Baby Changing Station Wall Mounted and Reinforced
27. Hydrostop or equal Roof System (10' x 42') Lumber/Plywood Truss & Base, Hydrostop Roof or equal
28. T-111 Siding (3/8" C-Channel, 5/8" T-111 Siding Screwed to C Channel) Painted

Unit Two: WOMEN's Restroom:

1. One (1) New, One-Trip Steel Container 8'x9'6"x40'
2. Two (2) Entry Doors (3'x6'8") Steel with Bored Latch & Deadbolt
3. Two (2) Norton Series or equal 410 Door Closers 689 Finish
4. Two (2) Staircase/Landing 1' Elevation 3' x 6' Landing
5. Ten (10) Steel Framed 1'x3' Aluminum Sliding Windows
6. Electrical Service (Disconnect Box, Breaker Box, Wiring to Rooms)
7. Minimum Two (2) 20,000 BTU Mini Split Air Conditioners, Installed
8. Four (4) Overhead LED Lights
9. Insulated Interior Marlite or equal (1 5/8" Steel Studs, Roll Insulation, 5/8" WB, 6' High)
10. Ceiling - (3 5/8" Steel Studs, Insulation, 1/2" Waterboard 320 sf)
11. Interior Waterproofing for Plumbing, Side Walls and Flooring
12. Waterproof Floor Coating System 6" Cove
13. Sub Floor 3/8" HardieBacker or equal Cement Board

14. Elastomeric Roof & Wall Coating
15. Signage - Bathroom Doors (2 Exterior) and Bathroom Instructions (1 Interior)
16. Ten (10) Toilet Partition Cubicles (5'x30")
17. Fixtures (10 Toilets, 4 Single Sinks) All Wall Mounted
18. Plumbing (10 Toilets, 4 Single Sinks – Cold Water)
19. Electrical Service - One (1) 120V GFCI Duplex Outlet
20. Leviton OSSMT -GAI or equal Occupancy Sensor
21. Emergency Light Lithonia EU2 LED M12 or equal
22. Defiant 180 Degree White LED Motion Outdoor Security Light or equal
23. Four (4) Floor Scuppers (12" W x 4" H x 5.75" D) with removable screens or closures
24. Accessories (T.P. Holders, Sink Mirror, Grab Bars Etc.)
25. One (1) Baby Changing Station Wall Mounted and Reinforced
26. Hydrostop or equal Roof System (10' x 42') Lumber/Plywood Truss & Base, Hydrostop Roof or equal
27. T-111 Siding (3/8" C-Channel, 5/8" T-111 Siding Screwed to C Channel) Painted

Unit Three: ADA/Family Double Restroom:

1. One (1) New, One-Trip Steel Container 8'x8'6"x20'
2. One (1) Full Partition Wall (3 ½" Studs With Plywood and Marlite Cover)
3. Two (2) Entry Doors (3'x6'8") Steel with Bored Latch & Deadbolt
4. One (1) Shared Staircase/Landing 1' Elevation 3' x 12' Landing
5. Two (2) Norton Series or equal 410 Door Closers 689 Finish
6. Six (6) Steel Framed 1'x3' Aluminum Sliding Windows
7. Electrical Service (Disconnect Box, Breaker Box, Wiring to Rooms)
8. Minimum One (1) 20,000 BTU Mini Split Air Conditioner (2 Registers Split System, Installed)
9. Two (2) Overhead LED Lights

10. Insulated Interior Marlite or equal (1 5/8" Steel Studs, Roll Insulation, 5/8" WB, 6' High)
11. Ceiling - (3 5/8" Steel Studs, Insulation, 1/2" Waterboard 320 sf)
12. Interior Waterproofing for Plumbing, Side Walls and Flooring
13. Waterproof Floor Coating System 6" Cove
14. Sub Floor 3/8" HardieBacker or equal Cement Board
15. Elastomeric Roof & Wall Coating
16. Signage - Bathroom Doors (2 Exterior) and Bathroom Instructions (2 Interior)
17. Fixtures (2 Toilets, 2 Single Sinks) All Wall Mounted
18. Plumbing (2 Toilets, 2 Single Sinks – Cold Water)
19. Electrical Service - Two (2) 120V GFCI Duplex Outlets
20. Leviton OSSMT or equal - Two (2) GAI Occupancy Sensors
21. Emergency Lights – Two (2) Lithonia EU2 LED M12 or equal
22. Defiant Two (2) 180 Degree White LED Motion Outdoor Security Lights or equal
23. Two (2) Floor Scuppers (12" W x 4" H x 5.75" D) with removable screens or closures
24. Accessories (T.P. Holders, Sink Mirror, Grab Bars Etc.)
25. One (1) Mop Sink Exterior Mounted with Cover (Cold Water Only)
26. Two (2) Baby Changing Stations Wall Mounted and Reinforced
27. Hydrostop or equal Roof System (10' x 22') Lumber/Plywood Truss & Base, Hydrostop Roof or equal
28. T-111 Siding (3/8" C-Channel, 5/8" T-111 Siding Screwed to C Channel) Painted

As part of the bid package, Offeror must submit the following:

- Floor plans for each shipping container restroom.
- Any other specifications or relevant details for each shipping container restroom.

The following minimum manufacturer warranty shall be included in the bid price:

- 1-year warranty against all defects in materials and workmanship.

Delivery:

Converted shipping container restrooms must be delivered to Aloha Stadium 99-500 Salt Lake Boulevard, Honolulu, Hawaii 96701 no later than February 29, 2024, between the hours of 8:00am – 4:00pm. All logistics and coordination will be with Shelly M Shoji, Building Manager: shelly.m.shoji@hawaii.gov and phone: (808) 483-2764.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Stadium Authority, State of Hawaii
State	=	All agencies, including schools, participating in this agreement
Stadium Authority	=	The entity for which this solicitation is issued (Authority)
Authority	=	Stadium Authority
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
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General and Conditions, Form AG-008 103D issued by the Department of the Attorney General
IFB	=	Invitation for Bids
GET	=	General Excise Tax
Contractor	=	The individual, partnership, firm, corporation, joint venture, or other entity awarded the bid and performing services specified herein

1.0 SCOPE

The furnishing and delivering of goods for Aloha Stadium, Aiea, Hawaii, shall be in accordance with these Special Provisions, the attached Specifications, and the GC, included by reference and available at the Stadium Authority, Aloha Stadium, 99-500 Salt Lake Boulevard, Aiea, Hawaii 96701 or by contacting Building Manager Shelly M Shoji at (808) 483-2764.

2.0 CANCELLATION

The IFB may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State, pursuant to Section 3-122-96 through 3-122-97, HAR.

3.0 CONTRACT EXECUTION AND NOTICE TO PROCEED

Successful Offeror receiving award shall be required to enter into a formal written contract. No work is to be undertaken by the Contractor prior to the official commencement date specified in the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by the Contractor prior to the official commencement date specified in the Notice to Proceed.

4.0 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 offers. 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.

A Notice of Award resulting from this solicitation shall be posted on the State of Hawaii, State Procurement Office website as required by HAR.

Any protest pursuant to §103D-701, HRS, and Sections 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Stadium Authority, P.O. Box 30666, Honolulu, Hawaii 96820-0666.

5.0 GOVERNING LAW

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 Honolulu, Hawaii.

6.0 COST OF ENFORCEMENT AND LITIGATION

In the event the Stadium Authority shall, without any fault, be made a party to any litigation, other than condemnation or like proceedings, commenced by or against the Contractor arising out of the Contractor's use or occupancy of the premises or attributable to any structure or objects placed thereupon or therein by the Contractor, the Contractor shall pay all costs and reasonable attorneys' fees incurred by or imposed upon the Stadium Authority in connection with such litigation. The Contractor shall also pay all costs and reasonable attorneys' fees which may be incurred or paid by the Stadium Authority in enforcing the covenants and provisions of the Contract, including the cost of collection of delinquent payments, taxes, and other charges.

7.0 NON-LIABILITY OF INDIVIDUALS

No officer or employee of the State of Hawaii, including the Stadium Authority, shall be individually or personally liable to the Contractor under any terms or provisions of the Contract, or because of execution or attempted execution of the Contract, or because of any breach, attempted breach, or alleged breach, thereof by the Stadium Authority.

8.0 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, prior to 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 of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

9.0 QUESTIONS AND/OR CONCERNS

Interested offerors should submit their questions regarding this solicitation in HlePRO prior to April 24, 2023, questions deadline. Likewise, responses to questions shall be addressed in an addendum estimated to be issued on or about the date noted in Significant Dates.

10.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies the following:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with any other bidder.
2. Unless otherwise required by law, the cost which has been quoted in this IFB has 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 induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

11.0 BID PREPARATION

11.1 Offer Form, Page OF-1. 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.

The authorized signature on the first page of the Offer Form shall be an original signature in ink or electronic signature with audit trail. 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.

11.2 Offer Form, Page OF-2. Offeror is required to complete and submit it with the offer.

11.3 Offer Form, Page OF-3. Offeror is required to complete and submit it with the offer minimum of three (3) references of customers who received goods/services similar to those requested in this IFB.

- The Stadium Authority reserves the right:
 - To accept or reject any or all bids and to waive any minor or inadvertent discrepancy in the bid documents.
 - To withhold award of contract for a period of thirty (30) calendar days from the date of bid opening; and

12.0 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 GET at its current allowable percentage rate (pursuant to Tax Facts 37-1 dated February 2021, the current maximum allowable percentage rate is 4.712% on Oahu). 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 Hawaii Revised Statute (HRS) chapter or section allowing the exemption.

13.0 TAXPAYER PREFERENCE

For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror'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.

14.0 LIABILITY INSURANCE

The CONTRACTOR shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

- a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

Each insurance policy required shall contain the following clauses:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Business, Economic Development and Tourism, Stadium Authority, P.O. Box 30666, Honolulu, Hawaii, 96820-0666"
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."
4. All required policies within above number 2 and 3 clauses shall contain a waiver of subrogation in favor of the State of Hawaii.

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 the 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) therefor 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.

15.0 SUBMISSION OF OFFER

Bids shall be submitted and received electronically through HlePRO by 12:00 Noon Hawaii Standard Time on Wednesday, May 3, 2023. The electronically submitted offer shall be considered the original. Any offers received outside of HlePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award.

No withdrawal of bid is allowed after the bids are opened.

16.0 AWARD OF CONTRACT

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

16.2 Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310(c), HRS and §3-122-112, HAR. If compliance documents have not been submitted to the Stadium Authority's Contract Administrator or his designee prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section. It shall be noted here that no more than five (5) calendar days will be allowed to produce the required compliance documents.

16.3 Hawaii Compliance Express. The Hawaii Compliance Express (HCE) 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 Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. 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).

Alternately, Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed.

16.4 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 Stadium Security Officer.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2013) 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): <https://tax.hawaii.gov/forms/>
DOTAX Forms by Ph.: (808) 587-4242
1-(800) 222-7572
IRS (808) 466-6010 / 545-5640

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) Not provided

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 Stadium Authority. However, the tax clearance certificate shall be submitted to the Stadium Authority.

16.5 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 Stadium Authority. A photocopy of the certificate is acceptable to the Stadium Authority.

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: <https://labor.hawaii.gov/ui/files/2012/12/LIR27.pdf> 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 Stadium Authority.

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

16.6 Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, 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 Stadium Authority. A photocopy of the certificate is acceptable.

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:

<https://portal.ehawaii.gov/home/online-services/certificate-of-goods-standing>

To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

16.7 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Stadium Authority 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 and issued the Notice to Proceed. In general, certificates for tax clearance, etc., take 45 days to process from the date of receipt by the applicable issuing agency.

17.0 FINAL PAYMENT REQUIREMENT

Contractor is required to submit a Certificate of Vendor Compliance through HCE in order to receive Contractor's final payment. If compliance is provided in hard copy form, a tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

18.0 ACCEPTANCE OF OFFER

Acceptance of offer [if any] will be made within approximately five (5) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for a sixty-day period.

19.0 EXECUTION OF CONTRACT

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed [by the successful winning bidder] and returned within seven (7) days after receipt by the vendor. No performance and payment bonds are required.

20.0 NOTICE TO PROCEED

The Notice to Proceed shall be issued contingent upon Contractor's proof of compliance to the requirements of the contract and submitted to the State within the time frame allowed.

21.0 INVOICING

Contractor shall submit original and two (2) copies of the invoice to the following address:

Aloha Stadium
P.O. Box 30666
Honolulu, HI 96820-0666

Invoice should reference both the contract number and the IFB number.