

SPECIAL CONDITIONS

The furnishing of services to maintain, repair, and install parts for water and sewer pump systems at various State Parks on Oahu for the Department of Land and Natural Resources.

TERM OF CONTRACT

Start Date – October 1, 2023

End Date – September 30, 2024

To this contract, Eric Kato, Parks Program Manager of the Department of Land and Natural Resources, or designee, is designated Contract Administrator (CA). The telephone number and email at which he may be reached at is (808) 265-2790 (cell), eric.k.kato@hawaii.gov (email).

Contractor shall enter a contract for furnishing services for a twelve-month (12) period. The State reserves the right to adjust the contract price if a park is no longer under the jurisdiction of Department of Land and Natural Resources, Division of State Parks or if a park is closed due to unforeseen circumstances.

The Contractor or the State may terminate the contract at any time upon three (3) months prior written notice.

SPECIAL PROVISIONS

The bid award shall be based on the availability of funds. State Parks reserves the right to cancel the agreement or a location with thirty 30 days advance written notice.

CONTRACTOR QUALIFICATION

1. Contractor shall have a permanent warehouse facility on the island of Oahu at the time of bid submittal. Address, telephone number and name of contact person shall be listed on the appropriate Offer Form page.
2. Contractor shall have a minimum of five (5) years of consecutive experience prior to bid opening date.
3. Contractor must have a type C-37, C-37A, and C-57A licenses from the State of Hawaii, Department of Commerce and Consumer Affairs. Contractor shall provide a copy of the license when submitting the offer. Award will not be made to any Offer failing to meet this qualification requirement.

SITE INSPECTION

Prior to submittal of an offer, Contractor may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Contractor's inspection is not mandatory, however, submission of an offer shall be evidence that the Contractor understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation after bid opening

shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Appointment to inspect the project site areas may be made by contacting the Issuing Officer between the hours of 8:00 a.m. to 12:00 p.m., except on weekends and State holidays.

INQUIRIES

All inquiries regarding any item in this contract shall be in writing and received by the by August 24, 2023, 12:00 p.m. (HST). Only those inquiries received by the deadline shall be responded to. The State's responses shall not be construed to make any changes to the contract unless otherwise revised by an addendum.

BID PREPARATION

Offer Form, Page OF-1. Contractor is requested to submit its offer using the Contractor'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. 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 Contractor's intent to be bound.

Bid Quotation. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein.

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, a Contractor is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Contractor shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Insurance. Contractor shall provide insurance information as requested below. Further, Contractor shall provide insurance coverage for contents in accordance with the attached Specifications.

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

Confidential Information.

Contractor 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 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.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Contractor submitting the lowest offer. Must submit prices for all groups in order to qualify for award.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive 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). 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 DLNR, State Parks.

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 Contractor and must be submitted directly to the DOTAX or IRS and not to the DLNR, State Parks. However, the tax clearance certificate shall be submitted to DLNR, State Parks.

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 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 DLNR, State Parks. A photocopy of the certificate is acceptable to the DLNR, State Parks.

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 Contractor who in turn shall submit it to DLNR, State Parks.

The application for the certificate is the responsibility of the Contractor and must be submitted directly to the DLIR and not to DLNR, State Parks. However, the certificate shall be submitted to DLNR, State Parks.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Contractor 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 DLNR, State Parks. A photocopy of the certificate is acceptable to DLNR, State Parks.

To obtain the Certificate, the Contractor 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 to 4:30 HST). Contractors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. 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. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates 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.

CONTRACT EXECUTION

NOTICE TO PROCEED

Work will commence on the official commencement date specified by an authorized and signed Purchase Order from the State of Hawaii.

No work is to be undertaken by the Contractor prior to the official commencement date. 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.

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 Land Natural Resources, Division of State Parks, 1151 Punchbowl Street, Rm. 310, Honolulu, Hawaii 96813.
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 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.

INSPECTION

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

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 Land and Natural Resources
Division of State Parks
1151 Punchbowl Street, Rm. 310
Honolulu, Hawaii 96813

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. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

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.

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.

LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

Campaign Contributions

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED If awarded a contract in response to this solicitation, the offeror agrees to comply with HRS §11-355, 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 the legislative body between the execution of the contract through the completion of the contract.

Indemnification

The Contractor shall agree, in behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damage, injury or death results from, arises out of, or is connected with the completion of the project.