

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION  
Honolulu, Hawaii

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BOARD OF LAND AND NATURAL RESOURCES

Dawn N. S. Chang  
Chairperson

CONTRACT SPECIFICATIONS

IFB-25-001-09  
WASTEWATER PUMPING AT  
HALEIWA SMALL BOAT HARBOR  
HALEIWA, HAWAII

## **NOTICE TO BIDDERS**

(Chapter 103D, HRS)

COMPETITIVE BIDS for **Job No. JFB-25-001-09- Wastewater Pumping, at Haleiwa Small Boat Harbor, Haleiwa Hawaii** shall be submitted to the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, Oahu Branch by the date and time of the bid closing through the State of Hawaii e-Procurement System (HlePro). HlePro is accessible through the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The General Conditions AG-008 latest revision shall be made a part of the specifications. Electronic copies of the General Conditions AG-008 is available on the State Procurement Office website and is attached to the solicitation.

### **Scope of Work**

The State Department of Land and Natural Resources, Division of Boating and Ocean Recreation (DOBOR) is soliciting bids to provide monthly wastewater pumping and disposal services at its Haleiwa Small Boat Harbor (SBH) for a period of twelve (12) months. The following is the required frequency and quantity of pumping from the wastewater treatment facility:

- Up to eight (8) truck loads per month for 2 septic tanks, if needed: 1500 gallons per load. (Total of 48 loads for twelve (12) months)
- One septic tank is located near the harbor office and the other is near the restroom next to Haleiwa Road.
- Each septic tank is approximately 6' wide x 8' deep.
- The "Allowance" is a fund that is available if the State determines that more work is required. There is no guarantee that the Allowance will be used.
- The cost of each additional loads shall be the "Cost Per Load" that the contractor submits in the Proposal.
- The Contractor shall show in the Proposal that the total cost is the sum of the subtotal and the allowance.

The above schedule may be subject to change depending on facility needs. The Haleiwa Harbor Agent will contact the pumping company to coordinate the pumping schedules. The Contractor shall respond and provide the services within 24 hours of being contacted by the harbor agent. The Haleiwa Harbor Agent contact information is below:

Jina Ho-Waller  
Haleiwa SBH  
66-105 Haleiwa Road  
Haleiwa, Hawaii 96712  
Phone: 637-8246

### **QUALIFICATIONS AND REQUIREMENTS:**

The pumping company shall be certified by the State Department of Health (DOH) and authorized to pump and dispose of wastewater into a DOH-approved wastewater treatment plant. Disposal of the wastewater at any facility not approved by DOH for wastewater treatment is strictly prohibited.

Vendor is required to have all applicable permits, licenses, and insurances to provide the service and to properly dispose of the sewage.

INFORMATION AND INSTRUCTIONS TO BIDDERS

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## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. SEALED PROPOSALS: Not applicable. See D. PROPOSAL FORM.
- C. GENERAL CONDITIONS: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: The Bidders shall submit their bid on the HIePro website. Bid Proposals shall not be mailed, faxed or delivered to the State, unless a hard copy of the submitted bid is requested by the agency. The bidder shall complete Proposal form and upload the form to the HIePro website to be qualified for award.
- E. OMISSIONS OR ERASURES: Any proposal/bid which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources(Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:  
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. When required, the completed questionnaire shall be submitted to the Oahu District Manager for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in 103D-302 and 103D-303. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished. No bid security is required for bids less than \$50,000.00.
- The Board reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.
- Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.
- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto. **Not required for this project**
- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be

considered by the DLND Board.

- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions. Performance and payment bonds are not required for bids less than \$50,000.
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed. For contracts less than \$100,000.00 the State reserves the right to contract the work under a purchase order.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight

(8) hours each day without the written consent of the Contract Administrator. The Contractor shall pay for all inspection administrative expenses should permission be granted to work at such times. No work shall be done at night unless authorized by the Contract Administrator.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor

shall give all notices necessary and incident to the due and lawful prosecution of the work.

P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

Q. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent, who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.

T. HIRING OF LOCAL LABOR: The Contractor shall hire local labor whenever practicable.

U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.  
**Not required for this project**

V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct operations with the convenience and safety of the public. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and

maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
  
- X. AS-BUILT DRAWINGS: As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer by the Contractor at the end of the project in both hard copy and electronic copy in Adobe PDF format on CD-ROM. **Not required for this project**
  
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
  
- Z. WORKER SAFETY: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The District Manager shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
  
- AA. TOILET FACILITIES: All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged. **Not required for this project.**
  
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic. **Not required for this project.**
  
- CC. FIELD OFFICE AREA FOR DEPARTMENT: The Contractor shall provide a housed

working area of at least 100 square feet adjacent to the Contractor's office for the Department's use. This area will be used by the Engineer to perform tests and to store equipment. As a minimum, the field office shall include the following: standard sized office desk and chair, lighting, ventilation, window-type air conditioning rated at 5,000 BTU, door and window with locking hardware, electrical outlets, and working communications facilities (a cellular telephone is acceptable). The Department will pay for all long-distance toll charges made by the Engineer. **Not required for this project.**

- DD. QUANTITIES: All bids will be compared based on quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.
- GG. COMPLIANCE WITH §3-122-112 HAR:  
As a condition for award of the contract the contractor shall be compliant with the following requirements:
- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
  - B. Department of Labor (DLIR) "Certificate of Compliance". (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 - Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
  - C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) "Certificate of Good Standing". Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs.

(DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.



## COMPLIANCE, DOCUMENTATION AND HAWAII COMPLIANCE EXPRESS

As a condition for award of the contract and as proof of compliance with the following requirements of 103D-310(c) HRS:

Vendors are required to be compliant with all appropriate state and federal statutes. Proof of compliance (compliance documentation) is required. See the HiePro Buyer FAQ on the State Procurement website for more information.

Proof of compliance/documentation is obtained through Hawaii Compliance Express (HCE). Vendors shall register in Hawaii Compliance Express (HCE), a program separate from HiePro. The annual subscription fee to utilize the HCE service is currently \$12.00. Allow 2 weeks to obtain complete compliance status after initial registration. It is highly recommended that vendors subscribe to HCE prior to responding to a solicitation.

The vendor is responsible for maintaining compliance. If the vendor does not maintain timely compliance in HCE, an offer otherwise deemed responsive and responsible may not be awarded.

Vendors are required to be compliant with all the requirements of 103D-310(c) HRS at the specified response due date (bid opening). The proof of compliance/documentation will be verified through the Hawaii Compliance Express. Failure to be fully compliant at the specified response date shall deem the vendor's bid to be non-responsive and vendor's bid will be rejected.

END OF SECTION

Any emergency pumping services outside of this contract shall be billed at the same cost per load as the bid. The Vendor shall respond to the call within 12 hours. The Vendor shall provide a valid phone number that the Haleiwa Harbor Agent can contact the Contractor at any time.

### **ISSUING OFFICER**

**The individuals listed below are the sole point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:**

James Horikawa  
Superintendent Construction and Maintenance  
4 Sand Island Access Road  
Honolulu, Hawaii 96819  
Telephone: (808) 832-0185

### **QUESTIONS**

Should there be any questions, please use the question-and-answer section of the HlePro solicitation.

### **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this RFQ, bidder certifies as follows:

1. The costs in this solicitation have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have 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.

No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

### **PROPOSAL FORM**

Offeror shall submit its Proposal 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 the Proposal Form. Failure to do so may delay proper execution of the contract.

The bidders shall upload a copy of the completed Proposal Form to the HlePro web site. The bidder shall retain the copies of the Proposal Form until the State requests them. The authorized signature on the Proposal 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 Offeror's intent to be bound.

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

### **ACCEPTANCE OF PROPOSAL**

The acceptance of the Proposal, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

### **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.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to:

Procurement Officer  
DLNR, DBOR  
4 Sand Island Access Road  
Honolulu Hawaii 96813

### **TERMS OF CONTRACT**

Contractor shall enter a contract with the State for furnishing services as it is needed for a twelve-month (12) period commencing from the official date on the Notice to Proceed. The State shall issue a Purchase Order in place of a formal contract.

Unless terminated, contract shall be extended for not more than four (4) additional twelve-month periods or portions thereof without the necessity of re-bidding upon mutual agreement in writing, at least sixty (60) days prior to expiration provided that the contract price for the extended periods shall remain the same or lower than the initial bid price.

The Contractor or the State may terminate the extended period of the contract at any time upon sixty (60) days prior written notice.

### **AWARD**

The State shall award the contract to the lowest responsive and responsible Bidder upon the submittal of all the contract documents. The Apparent Low Bidder has ten days to furnish the State with the submittals. The award of the contract will be subject to the availability of funds.

### **NOTICE TO PROCEED**

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

### **INVOICE**

All invoices shall be submitted for payment to the Haleiwa Small Boat Harbor Office, 66-105 Haleiwa Road, Haleiwa, Hawaii 96712.

### **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.

The State shall confirm that the goods, materials, or services were received in satisfactory condition before certifying the invoices.

**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 and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawaii 96819."
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 or 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.

### **SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this contract to any subcontractor unless the Contract Administrator has given prior written approval.

### **INSPECTION**

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

### **RE-EXECUTION OF WORK**

Contractor shall re-execute any work that fails to conform to 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 monies due to the Contractor.

### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered to the State, upon request in writing by the Contract Administrator.

### **LIQUIDATED DAMAGES**

Liquidated damages are fixed at the sum of One Hundred and Fifty DOLLARS (\$150.00) per each 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.

### **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and AG-008 General Conditions herein, in addition to the recourse stated in the AG-008 General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys 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 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.

### **TERMS AND ACRONYMS USED HEREIN**

Contract Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.

DLNR	=	Department of Land and Natural Resources, located at 1151 Punchbowl Street, Room, 130, Honolulu, Hawaii 96813
DBOR	=	Division of Boating and Ocean Recreation, located at 4 Sand Island Access Road, Honolulu, Hawaii 96819
Bidder, Offeror or Contractor	=	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.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
GC	=	General Conditions, revised August 2, 2008
IFB	=	Invitation for Bid
GET	=	General Excise Tax
HIePro	=	Hawaii Electronic Procurement System

## **AUTHORITY**

This solicitation is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars, and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, 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 wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

The Bidder shall compare the State employee position descriptions with the Bidder's employee position descriptions to determine it is like the positions performed by public employees. The position descriptions and compensation rates can be found at <http://hawaii.gov/hrd>. The Bidder should consider the wage rates when preparing a quote.

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the State.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an RFQ. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an RFQ, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Correctional Industries (CI) programs may be the same or like those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

## **CONTRACT ADMINISTRATOR**

The DBOR Oahu District Maintenance Supervisor is responsible for administering and overseeing the Contract, including monitoring, and assessing contractor performance.

## **HAWAII PRODUCTS PREFERENCE**

The Contract is subject to preference for Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office.

## **QUESTIONS**

Should there be any questions, please use the question-and-answer section of the HlePro solicitation.

## **CERTIFICATE OF COMPLIANCE**

A “Certificate of Vendor Compliance,” issued through the Hawaii Compliance Express system is required for payment or the individual certification of compliance from the corresponding agencies. The Bidder must be compliant from for entire duration of the contract to receive payment.

## **VENDOR COMPLIANCE – PAPER DOCUMENTS**

Vendors not utilizing HCE shall provide paper certificates that must be valid at the time of award. All applications for applicable clearances are the responsibility of the vendor, who must be compliant pursuant to HRS§103D-310(c) with the chapters 1) Chapter 237, General Excise Tax Laws; 2) Chapter 382, Hawaii Employment Security Law; 3)Chapter 386, Worker’s Compensation Law; 4) Chapter 392, Temporary Disability Insurance; 5)Chapter 393, Prepaid Health Care Act; and 6) §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State. Upon receipt of compliance paper documents (A-6, LIR#27, COGS), the purchasing agency reserves the right to verify their validity with the respective issuing agency.

## **VENDOR NON-COMPLIANCE**

NON-COMPLIANCE may result in a vendor not receiving an award, delay of payment, or cancellation of award. If the vendor does not maintain timely compliance, which is the vendor’s responsibility, an offer otherwise deemed responsive and responsible may not be awarded. State agencies may check for compliance at any time.

## **HAWAII PRODUCTS PREFERENCE**

The Contract is subject to preference for Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office.

## **APPRENTICESHIP AGREEMENT PROGRAM PARTICIPATION PREFERENCE**

This Contract is subject to the Apprenticeship Agreement Participation Preference. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. “Employ” means the employment of a person in an employer-employee relationship.

END OF SECTION



NOTICE TO BIDDERS ..... iii

INFORMATION AND INSTRUCTIONS TO BIDDERS ..... I-1

SPECIAL PROVISIONS..... SP-1

**The Attorney General’s General Conditions (AG008) revised August 29, 2008 shall be made a part of the specifications.**