

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

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| Procurement Officer | = | DAGS/CSD Administrator or his designee. |
| State | = | State of Hawaii. |
| DAGS/CSD | = | State of Hawaii / Department of Accounting and General Services / Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819. |
| CA | = | Contract Administrator |
| 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 |
| HlePRO | = | Hawaii eProcurement System |
| General Conditions | = | 103D General Conditions, AGS-008 issued by the State Office of the Attorney General. |
| IFB | = | Invitation for Bids |
| GET | = | General Excise Tax |

1.0. SCOPE

Recoat roofs and replace gutters of four (4) buildings at the Central Services Division Baseyard. All work shall be in accordance with these Special Provisions, attached Plans, Specifications, and the 103D General Conditions, Form AG-008.

2.0 CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. James Kurata, Administrator, DAGS/CSD, or designee, is the designated Contract Administrator (CA).

3.0 TERM OF CONTRACT

The term of contract shall be for the approximately six (6) month period commencing from an approved schedule.

4.0 CONTRACT EXTENSION

Contract can be extended up to additional three months period by mutual consensus of the State of Hawaii and the Contractor under the cases not depending on human factors.

5.0 PRE-BID CONFERENCE

Prospective qualified Offerors are invited to attend a pre-bid conference to be held at the Central Services Division Baseyard located at 729 Kakoi Street, Honolulu, Hawaii. The purpose of this non-mandatory meeting is to address any questions and concerns Offerors may have regarding the procurement process, IFB specifications and the scope of work.

Offeror is advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

Submission of a bid in response to this solicitation shall indicate that Offeror understands the scope of services to be provided, and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

6.0 EXAMINATION OF SERVICE AREAS

Prospective qualified Offerors are encouraged to attend the pre-offer conference which will provide a site examination of service areas (site visitation).

The site visitation is to thoroughly familiarize Offerors with existing conditions and the amount and kind of work to be performed.

No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

7.0 WRITTEN INQUIRIES (QUESTIONS AND ANSWERS)

Inquiries regarding this solicitation are due on or before date as noted on HlePRO Solicitation. All inquiries shall be made using the HlePRO Question and Answer Section.

Responses to inquiries shall be made by way of HlePRO.

8.0 REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

Offerors shall hold a Roofing 'C' license.

Offerors are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess and that the Subcontractor(s) listed possess the necessary specialty licenses to perform the work for this project.

9.0 OFFEROR QUALIFICATIONS

Experience and Qualifications. The Offeror shall have a minimum of five consecutive years experience (immediately prior to the bid opening date), in the field of roofing contracting. All Offerors must be able to produce documented inspection and testing experience to substantiate their claim of experience.

Applicator Qualifications: The applicator shall be approved by pre-qualified manufacturer to install the specified system. Manufacturer's written verification of applicator approval is required.

License. The Offeror shall possess at the time of bid submittal, a valid State of Hawaii contractor C-42 license and the required business and tax licenses in order to conduct business in the State of Hawaii. The contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. The DAGS/CSD may request Offeror to submit a valid copy of the contractor's C-42 license within ten working days from the date the request is made.

10.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this IFB, Offeror certifies as follows:

- a. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- b. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- c. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition, bid rigging, or other unlawful purpose.

11.0 BID PREPARATION

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. Failure to do so may delay proper execution of the contract.

Bid price for service shall include ALL COSTS for labor, equipment, parts and materials, transportation/mileage, and all applicable taxes (including the Hawaii General Excise Tax), and any other expenses necessary as required to perform the services as specified in this bid solicitation. Please complete Offer Form B and be sure to enter the total lump sum bid price in words and numerals.

Insurance. Offeror shall provide insurance information as requested on the appropriate

Offer Form page.

Wage certificate. The Offeror shall complete and submit a Wage Certificate with its offer, as an attachment on HlePRO, by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Refer to section below for further information.

12.0 SUBMISSION OF OFFER

Offers shall be received electronically through the Hawaii State eProcurement called HlePRO. Offers received outside of the HlePRO shall be rejected and not be considered for award.

To register for HlePRO please go to the Hawaii eProcurement System website: <http://hiepro.hawaii.gov>. If you need assistance in registering, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified goods, services and/or construction to the State at the price(s) shown in the response and under the terms and conditions of this solicitation.

Offerors must complete and submit the following document(s), form(s) and/or certificate(s):

- Offer Form A
- Wage Certificate
- W-9 Form Request for Taxpayer Identification and Certification,
- Contractor's C-42 License

These document(s), form(s) and/or certificate(s) must be submitted electronically, as an attachment, through the HlePRO.

Offerors are responsible to ensure all forms requested are attached when submitting an offer.

Offeror must bid on all items specified to be considered for award. Failure to do so shall result in rejection of the entire bid.

13.0 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS § 103D-310©:

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. Section 103D-310©, Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) for awards of \$ 2,500 or greater.

The HCE is an electronic system that allows vendors/contractors/ services providers doing business with the State to quickly and easily demonstrate compliance with applicable laws.

It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors/contractors and service providers should register online with HCE prior to submitting an offer at <http://vendors.ehawaii.gov>. There is an annual registration fee payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call:

Hawaii Information Consortium, LLC
Phone no. 695-4620 or
Email: info@ehawaii.gov.

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

Paper documents as proof of compliance are NOT ACCEPTABLE. Offerors are advised that the following paper compliance documents will no longer be accepted:

Tax Clearance Form A-6;
Certificate Of Compliance, DLIR Form LIR#27
Certificate Of Good Standing, DCCA (BREG).

Timely Submission of Compliance Document. The "Certificate of Vendor Compliance" must be submitted to the DAGS/CSD within ten working days from the date the request is made. If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror may not receive the award.

It is recommended that Offerors register with HCE prior to responding to a solicitation, to ensure timely submittal when requested. Offerors should be aware that it may take

30 working days to establish a compliant status.

Final Payment Requirements. Contractors are required to submit a “Certificate Of Vendor Compliance” for final payment on the contract.

14.0 AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the single responsive, responsible, qualified Offeror submitting the lowest evaluated **TOTAL LUMP SUM BID PRICE.**

Offeror must bid on all items listed in order to qualify for award. Failure shall result in rejection of the entire bid.

Timely Submission of Certificates. The qualified Offeror with the lowest responsive offer is required to submit to the DAGD/CSD a “**Certificate of Vendor Compliance**” **within ten (10) working days from the date the request is made.** If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror may not receive the award.

Cancellation of IFB and Rejection of Offers. Awards shall be contingent on the availability of funds. The State reserves the right to cancel this IFB and/or reject any and all offers in whole or in part when it is determined to be in the best interest of the State.

15.0 EXECUTION OF CONTRACT

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned to the State within ten working days after receipt by the Offeror.

If the option(s) to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

16.0 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Award Notification and/or Notice to Proceed.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Award Notification and/or Notice to Proceed issued by the State upon execution of the contract by both parties.

The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

17.0 INVOICING

Contractor shall submit an original and one copy of the invoice, which includes the Contract Number, IFB Number and the month of service to the following address:

Department of Accounting and General Services
Central Services Division
729-B Kakoi Street
Honolulu, Hawaii 96819
Attn: Teri Wong

Invoices billed from a mainland affiliate must be sent to the Contractor's local office for inclusion of the appropriate paperwork, before being submitted to State. Incomplete invoices will be returned to the Contractor without processing.

Final Payment Requirements. Contractors are required to submit a "Certificate of Vendor Compliance" for final payment on the contract.

18.0 PAYMENT

Section 103-10, HRS, provides that the State shall have 30 calendar days after receipt of invoice or satisfactory performance of the services 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 Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

19.0 SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

The contractor should provide 20-year warranty to the roof coating installed. Any required maintenance and services must be rendered by the contractor within warranty period. The contract can be extended upon mutual agreement in writing between the State of Hawaii and the Contractor under cases not depending on human factors.

20.0 LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of **ONE HUNDRED DOLLARS (\$100)** per 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. Refer to Section 9 of the 103D AG General Conditions, Form AG-008.

21.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

22.0 WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTOR PERFORMING

All offerors for service contracts shall comply with Section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the federal and state governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

Wage Certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to Section 103-55, HRS.

Wage Certificate must be submitted electronically, as an attachment on HlePRO.

23.0 LIABILITY INSURANCE

The Contractor shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contracts, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable during the life of this contract.

Worker's Compensation – The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance law in effect on the date of the execution of this contract and as modified during the duration of the contract.

General Liability – The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregates.

Automobile Liability – The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than \$1,000,000 per occurrence.

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 the contractor or by a subcontractor or anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable during the life of this contract. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as an 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.

Coverage
Commercial General Liability
(occurrence form)

Limits
\$1,000,000 combined single limit per occurrence for bodily injury and property damage

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| | \$2,000,000 aggregate per occurrence |
| Automobile Liability Insurance | \$1,000,0000 combined single limit per occurrence |

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "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.

Prior to issuance of the Notice to Proceed, Award Notification or Purchase Order, Contractor must provide to DAGS Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819 within ten working days from the date the request is made a CERTIFICATE(S) OF INSURANCE completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form.

The certificate of insurance is 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 completed certified copies of all required insurance policies, including endorsements effecting the coverage required at any time.

The Contractor will immediately provide written notice to the Department State of Hawaii, Department of Accounting and General Services, Central Services Division, Purchasing Office, 729 Kakoi Street, Honolulu, Hawaii 96819 should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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.

It is recommended that Offerors apply for the Certificate of Insurance as soon as possible to ensure timely submittal when requested.

24.0 COMPETENCY OF OFFEROR

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

25.0 INSPECTION

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. The CA may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany him on field inspections to be scheduled periodically.

26.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract 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.

27.0 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.

28.0 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, regulations, rule, order, or other directive.

29.0 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these General Specifications, Detailed Specifications, Special Provisions, and General Conditions as specified herein, the State reserves the right to purchase in the open market, a corresponding quantity of the goods 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.

30.0 TERMINATION FOR CONVENIENCE

The Agency may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency will give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

31.0 PROTESTS

Pursuant to HRS § 103D-701, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to James Kurata, Central Services Administrator, 729 Kakoi Street, Honolulu, Hawaii 96819.

A protest shall be submitted in writing within five 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 working days after the posting of award.

Award(s), if any, resulting from this solicitation shall be posted to the State Procurement Office website: <http://www.hawaii.gov/spo>.