

DAVID Y. IGE  
GOVERNOR OF HAWAII



KŪKULU KE EA A KANALOA

COMMISSION MEMBERS

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*Acting Chairperson*

DAWN CHANG  
MICHELLE PESCAIA  
ANELA EVANS  
KAHALE SEITO

Michael K. Nāho'opi'i  
*Executive Director*

## KAHO'OLAWE ISLAND RESERVE COMMISSION

811 Kolu Street, Suite 201, Wailuku, HI 96793  
Telephone (808) 243-5020 Fax (808) 243-5885  
Website: <http://kahoolawe.hawaii.gov>

### INVITATION FOR BID No. OPS25-COM01

PROVIDE SERVICE AND MAINTENANCE FOR THE  
COMMUNICATIONS SYSTEMS FOR THE  
KAHO'OLAWE ISLAND RESERVE COMMISSION

Bid Quotation Breakdown

The following bid is hereby submitted for to provide service and maintenance for the communication systems for the Kaho`olawe Island Reserve Commission as specified herein:

<b>MONTHLY SERVICES, as per bid To be billed every month</b>	<b>Cost per Month</b>	<b>Cost per Term (12 months)</b>
Microwave system maintenance (Kaho'olawe to Lana`i)		
Site rent, Manele sewer plant site		
Internet provisioning for VOIP and photovoltaic security system		
Radio maintenance, system support		
Repeater/link maintenance (bunker, Haleakala)		
Dish Network programming (Business Ultimate Plan Plus)		
Total Monthly Services		
Hawaii General Excise Tax (4.166%)		
Total Monthly Payment		
<b>CONTINGENCY SERVICES</b>		
<b>Reimbursable Expenses, as per bid To be billed when materials/services are delivered</b>		
Radio parts, portable and mobile		
Microwave radio board repair		
Miscellaneous infrastructure battery replacement		
Photovoltaic Security System parts and repair		
Subtotal Reimbursable Payment Schedule		
Hawaii General Excise Tax (4.166%)		
Total Reimbursable Payment Schedule		
<b>TOTAL CONTRACT AMOUNT</b>		



PROVIDE SERVICE AND MAINTENANCE FOR THE COMMUNICATIONS SYSTEMS FOR  
THE KAHO'OLAWA ISLAND RESERVE COMMISSION  
IFB No. OPS25-COM01

Procurement Officer  
Kaho'olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, Hawaii 96793

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. OPS25-BC01, and the 103D General Conditions (Form AG-008), included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she 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. \_\_\_\_\_

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:

## **BACKGROUND**

Hawai'i State Law established the Kaho'olawe Island Reserve (Reserve) and the Kaho'olawe Island Reserve Commission (KIRC). The KIRC manages the environmental restoration and preservation of its natural, cultural, and marine resources, and determines the appropriate uses of the island of Kaho'olawe and its marine waters two miles seaward from the shoreline.

Pursuant to Chapter 6K of the Hawai'i Revised Statutes (HRS), the Reserve is to be used solely and exclusively for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual, and subsistence purposes; preservation and protection of its archaeological, historical, and environmental resources; and rehabilitation, revegetation, habitat restoration and preservation, education, and fishing. Commercial uses are strictly prohibited.

Title X of the Defense Appropriations Act of 1994 (Title X) returned Kaho'olawe to the State of Hawai'i and required the U.S. Navy to complete a program of unexploded ordnance (UXO) removal and environmental remediation within ten years. Under the authority of Title X, the Navy and the State executed a Memorandum of Understanding (MOU) signed May 7, 1994, designating the KIRC as the representative of the State of Hawai'i in all agreements, plans, and protocols. On November 11, 2003, ten years after the enactment of Title X, the U.S. Navy completed its UXO removal activities in the Reserve and transferred the control of access to the KIRC.

Kaho'olawe Island is located 151.3 km (94 miles) southeast of Oahu and 9.7 km (6 miles) southwest of Maui and has an area of approximately 28,800 acres. It is 17.7 km (11 miles) long, 11.3 km (7 miles) wide and has a peak elevation of 450 m (1,477 feet). The Kaho'olawe Island Reserve includes the island and waters extending seaward 3.2 km (2 miles) from the shoreline.

The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. A "base camp" is located at Honokanai'a, on Kaho'olawe's southwest coast; it includes basic structures for sleeping quarters, storage, workshops, offices, galley and mess deck. Telephone, internet and radio communications are provided by microwave and radio links; television is provided by satellite dish.

## **PURPOSE AND OBJECTIVE.**

The purpose of this Information for Bid (IFB) is to solicit bids from qualified communications professionals to provide service and maintenance for the communications systems on Kaho'olawe.

## **SCOPE OF WORK**

Telephone/Internet. The base camp currently has two Voice Over Internet Protocol (VOIP) phone lines and several WIFI access points. These services are via Trango Systems 6Ghz Giga Plus space diversity microwave radio system. The lines within base camp, and the lines that run between base camp and the communication tower (situated approximately 0.5 miles from base camp) are fiber optic.

Radio. KIRC presently utilizes approximately 30 Kenwood NX3320 NXDN UHF digital portable handheld radios with license keys for each to provide immediate voice communication to, from

and within Kaho'olawe. There are three digital base station. The first is in the KIRC office in Wailuku, the second is located at the base camp and the third is on the KIRC's landing craft, 'Ōhūa. Virtually unbroken radio communications coverage throughout all Kaho'olawe is provided with the base stations, radio repeaters and links situated at the communication tower, and radio repeaters on Lana'i and Haleakala.

Photovoltaic Security System: The base camp currently has a photovoltaic security system with live streaming capability over the internet from Kaho'olawe to Maui. The system consists of a complete camera system to monitor 3 fixed positions plus one PTZ (pan, tilt, zoom), a 780-watt solar array, 1400-watt inverter, 60A charge controller and a 210A battery bank. The solar array consist of 6 solar panels that are mounted on the rooftop of the base camp office building with the other components housed within the same building.

Communication Tower. The communications tower is located approximately 0.5 miles northwest of base camp. It is a concrete "pillbox" bunker housing banks of batteries, as its communications systems are powered by solar panels and small wind turbines. Back-up power is provided by a gasoline generator. A 12V system consisting of ten – 6 volt flooded lead acid batteries power the pre-amp for(2) NXR-5800 Digital Repeaters. A 48V system consisting of eight - 12-volt sealed lead acid batteries power the distribution box for the multiplexer and the microwave link. The communications tower receives and transmits telecommunications to and from Kaho'olawe via microwave link. From the communications tower to base camp, communications are transmitted by fiber optic lines.

Satellite Television. Television is provided by Dish Network Programming (Business Ultimate Plan Plus) via (2) Dish Network Satellite receivers at Base Camp.

Contractor Responsibilities. Due to Kaho'olawe's remoteness and the still-present dangers of UXO, communications to and from the island must remain unbroken at all times. The Contractor shall provide all labor, tools, equipment and material to operate, maintain and repair all existing communications systems and radio hardware. This includes, but is not limited to, the photovoltaic security system, telephone, Internet and satellite television service; telecommunications transmission lines (telephone, facsimile, Internet); antennas and dishes; microwave radio communication equipment; solar panels and battery equipment; hand-held radios; radio batteries and base stations; and radio repeater site rental. Regular and preventive maintenance of batteries is critical. The Contractor shall obtain all required operating permits, and all communications systems shall comply with HERO safety guidelines. It is suggested that quotes be formatted in a line-item fashion.

The Contractor shall not be responsible for the repair, maintenance or replacement of telephones, cellular phones, facsimile machines, or computer equipment (CPUs, monitors, printers).

On-island personnel employed or contracted by KIRC provide regular maintenance of all base camp facilities and shall maintain the back-up generator and the batteries in the Communications Tower and the Communications Bunker at LZ Seagull. These personnel also can assist with troubleshooting and emergency repairs, though such responsibilities shall rest with the Contractor.

In addition to the above specifications, the Contractor shall provide any other standard services not listed herein but deemed necessary for the proper and continuous operation of Kaho'olawe's communications systems, including, but not limited to, routine preventive maintenance/inspection calls at least semi-annually.

Transportation. When the Contractor needs to access Kaho'olawe for the performance of services under the Contract, KIRC shall promptly facilitate such access. Transportation to and from Kaho'olawe shall be provided at KIRC's expense and will be via the KIRC boat, 'Ōhua.

**Manufacturer(s), Brand Name(s) and Provider(s)**

Offeror shall provide the manufacturer(s), brand name(s) and/or provider of the services being offered, where applicable, particularly if the offeror proposes such services through a subcontractor or through a different provider than is currently utilized.

## **SPECIAL CONDITIONS**

### *TERMS AND ACRONYMS USED HEREIN*

Procurement Officer	=	The contracting officer for the Kaho`olawe Island Reserve Commission for this IFB is Mr. Michael K. Naho`opi`i
KIRC	=	Kaho`olawe Island Reserve Commission
SPO	=	State Procurement Office of the State of Hawaii
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
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

### **SCOPE**

The services to Manage Honokanai`a Base Camp and other Facilities, Kahoolawe Island, shall be furnished in accordance with these Specifications and Special Conditions of IFB No. OPS25-BC01. The State's General Conditions, Form AG-008 (4/15/2009) and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

### **AUTHORITY**

This IFB 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.

### **PROCUREMENT OFFICER**

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Mr. Michael K. Nahoopii  
Executive Director, Kaho`olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, HI 96793

Telephone: (808) 243-5020  
Facsimile: (808) 243-5885

### **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:



Primary Contact:

Matt Hatakeyama  
Administrative Officer, Kaho`olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, HI 96793

Telephone: (808) 243-5020  
Facsimile: (808) 243-5885

### **CONTRACT ADMINISTRATOR**

For the purpose of this contract, the Contract Administrator is Mr. Michael K. Nahoopii, or his designated representative, telephone (808) 243-5020 or email at mnahoopii@kirc.hawaii.gov.

### **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing services for a twelve-month (12) period commencing from the official date on the Notice to Proceed but no earlier than 1 May 2025. The KIRC may initially, partially encumber funding for the contract depending on the availability and release of funds.

Unless terminated, contract can be extended for not more than three (3) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least three (3) months prior to expiration, any increase in annual contract price shall be mutually agreed upon by the Contract Administrator and Contractor and approved by the KIRC Commission. The KIRC may partially encumber funding for the contract extensions depending on the availability and release of funds.

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

### **BIDDER QUALIFICATION**

Any bidder shall be a licensed communications service provider (licensed in the State in which the primary place of business is located).

### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon 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 to register for Hawai'i Compliance Express (HCE) utilized for verification of compliance.

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

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

1. The costs in this IFB 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 IFB 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.
3. 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.

### **SITE INSPECTION**

Prior to submittal of an offer, Offerors may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. 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.

Logistics for the site inspection will be coordinated by the KIRC.

### **BID PREPARATION**

**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.

Page OF-1 may be submitted with the offer on HlePRO, but an original must be mailed to the Procurement Officer with an original, authorized 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 Quotation.** Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. It shall include an itemized budget showing each labor category, applicable taxes as a separate line item, and any other costs incurred to provide the specified services. Budget details should show number of estimated hours for each labor category, including the rate of compensation and total budget each. Complete the attached Bid Quotation Breakdown to indicate pricing for each task item indicated in the breakdown and described in the scope of work.

**Proposal Content:** All

**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, 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 HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder'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.

**Insurance.** Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

**References.** Bidder shall include a list of at least three (3) references that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses as references, companies for whom bidder has provided or is currently providing, on a regular basis, services similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about bidder's past performance.

**Qualifications**

Any bidder shall be a licensed communications service provider (licensed in the State in which the primary place of business is located).

**Confidential Information.**

Offerors 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 in order 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.

## **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. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

## **AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

**Responsibility of Lowest Responsive Bidder.** Pursuant to §103D-310(c), HRS. The selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawai'i Compliance Express (HCE).

**Hawaii Compliance Express.** The HCE is an electronic system that allows vendors/contractors/service 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/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment

**Timely Registration on HCE.** Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an offeror will not receive the award.

## **ACCEPTANCE OF OFFER**

Acceptance of Offeror, 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.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have not been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, 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 a legislative body.

## **CONTRACT EXECUTION**

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall

be required to execute a supplement to the contract.

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

**NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. 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, Kaho`olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793."
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 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.

### **SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this IFB 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.

### **INVOICING**

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Contractor shall submit an original, indisputable original, invoice to the following address:

Kaho`olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, HI 96793

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

A Certificate of Compliance from HCE for final payment on the contract and an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu.

**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 Section 9 of the General Conditions. Liquidated damages is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) 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.

**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 Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, 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.

**PROTEST**

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; 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.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, 811 Kolu Street, Suite 201, Wailuku, HI 96793.