



(AMD)

# AUTOMOTIVE MANAGEMENT DIVISION

LEGAL AD DATE: July 31, 2024

INVITATION FOR BIDS No.  
IFB-02-AMD-2025

SEALED OFFERS FOR

MAINTENANCE AND REPAIRS FOR VARIOUS GRILL GATES

AUTOMOTIVE MANAGEMENT DIVISION

IN THE AUTOMOTIVE MANAGEMENT DIVISION, 869A PUNCHBOWL STREET, HONOLULU,  
HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO BRYN HAMADA  
TELEPHONE (808) 218-4538, FACSIMILE (808) 586-0354 OR

E-MAIL AT [BRYN.L.HAMADA@hawaii.gov](mailto:BRYN.L.HAMADA@hawaii.gov).

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BRYN L HAMADA  
Contract Administrator

IFB-02-AMD-2025

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Name of Company

MAINTENANCE AND REPAIRS FOR VARIOUS GRILL GATES  
DEPARTMENT OF ACCOUNTING  
AND GENERAL SERVICES  
AUTOMOTIVE MANAGEMENT  
DIVISION  
IFB-02-AMD-2025

Procurement Officer  
State Procurement Office  
State of Hawaii Honolulu,  
Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, the AG's General Conditions for Goods and Services, Form AG-008 attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) 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 Pproprietor    Partnership    \*Corporation    Joint Venture

\_\_\_\_\_  
\*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: \_\_\_\_\_

Other

Respectfully submitted:

Date: \_\_\_\_\_ (X) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

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:

\_\_\_\_\_

**OFFER FORM**

The following bid is hereby submitted:

Group 1 - Lots of A, J, R, and P

| Item No. | Description       | Unit Bid Price Per Gate Per Period | No. of Grille Gates | No. of Periods | Total Bid Price |
|----------|-------------------|------------------------------------|---------------------|----------------|-----------------|
| 1        | Lot A Maintenance | \$                                 | 4 gates             | 4qtrs.         | \$              |
| 2        | Lot J Maintenance | \$                                 | 2 gates             | 4qtrs.         | \$              |
| 3        | Lot P Maintenance | \$                                 | 3 gates             | 4qtrs.         | \$              |
| 4        | Lot R Maintenance | \$                                 | 4 gates             | 4qtrs.         | \$              |

|   |              | <u>Unit Bid Price Per Hour</u> | <u>Est. No. of Hrs.</u> | <u>Total Bid Price</u> |
|---|--------------|--------------------------------|-------------------------|------------------------|
| 5 | *Repair Work | \$                             | 20 hrs.*                | \$                     |

|   |                                   | <u>Estimated Expenditure</u> | <u>Percentage Markup</u> | <u>Total Bid Price</u> |
|---|-----------------------------------|------------------------------|--------------------------|------------------------|
| 6 | Mark up on Parts and Components * | \$ 1,000*                    | %                        | \$                     |

Group 1 (Items 1 through 6) - Estimated Total Sum Bid \$ \_\_\_\_\_

\*Items 5 and 6 apply only to situations described in SPECIFICATIONS page S-2, Repair Work. Bid prices per hour and percentages markup are firm, however, total bid prices are estimates for evaluation purposes only. Actual charges to be based on the number of hours performed and Contractor's cost of parts and components.

Offeror \_\_\_\_\_  
(Company Name)

**OFFER FORM**

| Group 2  |                   | Lots of G, I, S, T, and V          |                     |                |                 |
|----------|-------------------|------------------------------------|---------------------|----------------|-----------------|
| Item No. | Description       | Unit Bid Price Per Gate Per Period | No. of Grille Gates | No. of Periods | Total Bid Price |
| 7        | Lot I Maintenance | \$                                 | 1 gate              | 4qtrs.         | \$              |

|    |                                   |  |                                    |                        |    |
|----|-----------------------------------|--|------------------------------------|------------------------|----|
| 8  | Lot S Maintenance                 | \$                                       | 3 gates                            | 4qtrs.                 | \$ |
| 9  | Lot T Maintenance                 | \$                                       | 2 gates                            | 4qtrs.                 | \$ |
| 10 | Lot V Maintenance                 | \$                                       | 4 gates                            | 4qtrs.                 | \$ |
| 11 | Lot G Maintenance                 | \$                                       | 3 gates                            | 4qtrs.                 | \$ |
|    |                                   | <u>Unit Bid Price</u><br><u>Per Hour</u> | <u>Est. No. of</u><br><u>Hrs.</u>  | <u>Total Bid Price</u> |    |
| 12 | *Repair Work                      | \$                                       | 20 hrs.*                           | \$                     |    |
|    |                                   | <u>Estimated</u><br><u>Expenditure</u>   | <u>Percentage</u><br><u>Markup</u> | <u>Total Bid Price</u> |    |
| 13 | Mark up on Parts and Components * | \$ 2,000*                                | %                                  | \$                     |    |

Group 2 (Items 7 through 12- Estimated Total Sum Bid \$ \_\_\_\_\_

\*Items 12 and 13 apply only to situations described in SPECIFICATIONS page S-2, Repair Work. Bid prices per hour and percentages markup are firm, however, total bid prices are estimates for evaluation purposes only. Actual charges are to be based on the number of hours performed and the Contractor's cost of parts and components.

Offeror \_\_\_\_\_

Company Name

**OFFER FORM**

OFFEROR'S QUALIFICATION FORM

Offeror shall submit the following information:

Offeror's Permanent Office Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_ Facsimile \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contact Persons:

| <u>Name/Title</u> | <u>Office Phone</u> | <u>Cell Phone</u> |
|-------------------|---------------------|-------------------|
| _____             | _____               | _____             |
| _____             | _____               | _____             |

The offeror shall list his C-48a-Steel Door Contractor license. See SPECIAL PROVISION page SP-2, OFFEROR QUALIFICATIONS

Contractor's License No.: \_\_\_\_\_

| <u>Insurance Coverage:</u>      | <u>Carrier</u>             | <u>Policy No.</u> |
|---------------------------------|----------------------------|-------------------|
| Commercial General Liability:   | _____                      | _____             |
| Automobile Liability:           | _____                      | _____             |
| Worker's Compensation:          | _____                      | _____             |
| Temporary Disability Insurance: | _____                      | _____             |
| Prepaid Health Care:            | _____                      | _____             |
| Unemployment Insurance:         | State of Hawaii Labor No.: | _____             |

If you are not required to have one or more of the above coverages, please explain below or on a separate sheet.

List the names and addresses of companies or government agencies that offeror has provided specified or similar services:

| <u>Name of Organization</u> | <u>Name of Contact Person</u> | <u>Phone No.</u> |
|-----------------------------|-------------------------------|------------------|
| _____                       | _____                         | _____            |
| _____                       | _____                         | _____            |

Offeror: \_\_\_\_\_  
Company Name

**OFFER FORM**

WAGE CERTIFICATE  
FOR SERVICE CONTRACTS  
(See Special Provisions)

Subject: IFB No.: 02-AMD-2025

Title of IF GRILL GATE MAINTENANCE AND REPAIRS FOR VARIOUS STATE PARKING  
FACILITIES

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract more than \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in the cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SPECIFICATIONS****Scope of Work**

Contractor shall furnish all labor, materials, equipment, supplies, and supervision to provide maintenance services as specified herein at the following locations:

Lot A – Makai Garage, 530 Halekauwila Street\*

Lot G - Kalanimoku Building, 1151 Punchbowl Street\*

Lot I - State Office Tower, 1177 Alakea Street\*

Lot J - Circuit Court Building, 777 Punchbowl Street \*

Lot P - Multi-deck Structure, 869-A Punchbowl Street\*

Lot R - Multi-deck Structure, 564 Pohukaina Street\*

Lot S - State Capitol (Punchbowl Street), 415 South Beretania Street\*

Lot T - District Court Building, 1111 Alakea Street \*

Lot V - Vineyard Street Garage, 1418 Punchbowl Street\*

\* The Contractor shall inform the Parking Control Branch of Contract contact administrator of any work that will be performed prior to the performance of maintenance or repair work at any of the parking facilities. Building entry must be coordinated with Parking Control Branch call 808-586-0352.

Maintenance of Grill Gates shall include cleaning (removing dirt, grime, grit, and oil) the grill with environmentally acceptable products, lubrication of moving parts, links and track, lubricate the chain with approved lubricant, lubricate the operator housing bearing, lubricate manual operation shaft, lubricate the limit switch shaft, check safety devices (eyes/bumper/loops), checking components for wear, check limit switch and realign as necessary, advising the Contract Administrator (CA) of options to keep gate motors and parts functioning, correcting electrical irregularities and problems, and assure that controls are operating properly. Manually disable and enable grill gates timer at the operator to test grill gates for proper operations.

All maintenance shall be performed with the manufacturers requirements and specifications.

All maintenance activity shall be during normal working hours (7:45 AM to 4:30 PM on weekdays except holidays) unless authorized by the CA. Contractor shall also provide the CA with a schedule of maintenance services at least one month prior to execution of work.

**Repair Work**

The contractor shall respond to trouble calls within 24 hours of notification. Longer response time can be approved by the Contract Administrator. All repair work shall be in accordance with the manufacturer's requirements and specifications. It shall be the Contractor's responsibility to obtain each manufacturer's maintenance and repair specifications.

If replacement parts are necessary, the Contractor shall provide to the CA, the part or component that was replaced.

### **Equipment and Materials**

The Contractor shall provide his personnel with all tools, equipment, materials, and supplies necessary to meet the requirements of this agreement.

### **Contractor's Personnel**

1. The Contractor and his personnel shall employ the most current industry standards in the provision of maintenance services.
2. The Contractor and his personnel shall be assured that performance of work shall be following any applicable laws, ordinances, rules and regulations of all governmental agencies.
3. The Contractor and his personnel shall be trained to use chemical products in accordance with manufacturer's recommendations.

The Contractor and his personnel shall protect the users of the parking lot, occupants of the building and the public from any unsafe conditions or actions during the performance of maintenance and repair services. As such, it may be necessary for the Contractor to employ the use of safety devices such as barricades, cones, or barriers.

### **Contractor's Responsibilities**

Prior to the start of any work, the Contractor shall provide the CA with a monthly written schedule indicating the dates services are to be performed, a listing of the work to be performed and the approximate times when services will be rendered. Based upon the operational needs of the parking facility, the CA may disapprove the Contractor's work schedule. In such case, the Contractor shall make the necessary scheduling change(s). Should work not be completed as scheduled, for whatever reason, the Contractor shall reschedule the work and inform the CA of any re-scheduled work. To allow the Parking Control Office to send an Officer to the work site to control traffic, the Contractor shall notify the Parking Control Office at (808) 586- 0352 of the arrival time of his crew prior to performing any maintenance or repair service.

The contractor shall provide the CA with phone numbers (phone, and/or cell phone number) to reach the Contractor or a capable representative who will be able to respond to emergencies by providing options and implement necessary action to address concerns.

The Contractor shall assure that his personnel do not commit acts that may be determined to be sexually harassing or in violation of workplace violence policies.



Any damage to property (cars, site amenities, or buildings) resulting from the Contractor's operations shall be immediately restored to their original condition. All such work shall be performed at no additional cost to the State or other property owners.

**Non-Conformance to Contract**

If any work or quality of work is not in full compliance with these specifications, the Contractor shall make all necessary corrections to the full satisfaction of the CA at no additional cost to the State. The Contractor shall perform corrective work within the period allowed by the CA.

The Contractor shall re-execute any work failing to conform to the requirements of this contract. The re-executed work shall be to the satisfaction of the CA.

Should the Contractor fail to satisfactorily remedy work or situations deemed by the CA to be non-conforming, the State shall have the right to, in addition to other remedies provided herein, purchase services from a third party and assess the entire cost of said services to the Contractor.

## **SPECIAL PROVISIONS**

### **1.0 SCOPE**

The furnishing and delivering of Roll Up Security Grill Gates Maintenance and Repairs for Various State Building Parking Lots for the Department of Accounting and General Services, Automotive Management Division, shall be in accordance with these Special Provisions, the attached Specifications, the SPO General Provisions and the AG General Conditions, most current version.

### **2.0 CONTRACT ADMINISTRATOR**

To this contract, Bryn L Hamada, or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is 808-218-4538.

### **3.0 TERM OF CONTRACT**

The term of contract shall be for the FIVE (12) month period commencing from the official date on the Notice to proceed but no earlier than September 30, 2024.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than FOUR (4) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate the contract including any extended contract period at any time upon thirty (30) days prior written notice.

### **4.0 OFFEROR QUALIFICATIONS**

To assure the State that the offeror can provide the services required herein, bidder must meet the following:

The offeror must have at least two years' experience in the installation and maintenance of commercial grille gates and motors. The offeror must have a valid Steel Door contractor license registered (C-48a) with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal. The Steel Door contractor license number shall be listed on Offer Form, page OF-4.

The offer shall provide the name(s), title(s), and phone numbers of reference(s).

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

By submission of a bid in response to this IFB, the 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 has been quoted in this IFB has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## **6.0 SITE INSPECTION**

Prior to the submittal of an offer, Offeror shall inspect the location(s) to thoroughly familiarize itself with the different types of grill gates, manufacturers, existing conditions, rules and regulations, and the extent and nature of work to be performed.

**The site inspection is mandatory and must be scheduled with the Contract Administrator. If the bidder does not contact the Contract Administrator to schedule and view the job locations, the winning bidder will be disqualified.**

No additional compensation, after bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

## **7.0 BID PREPARATION**

**7.1 Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay the proper execution of the contract.

**7.2 Bid Quotation.** Unit bid price shall include labor, equipment, installation, transportation, all applicable taxes, and any other costs incurred to provide the services as specified herein, including the transaction fee for processing this procurement electronically.

Unit bid price per hour for items 5 and 12 on OFFER FORM pages OF-2 and OF-3 shall be the straight-time rate for employees performing work during normal operating hours (7:45 AM to 4:30 PM). If requested and approved by the Contract Administrator or his designated representative, all work performed outside of normal operating hours shall be based on an overtime rate of one and a half (1-1/2) times the unit bid price per hour.

**7.3 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 4.7% rate. 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.

**7.4 References.** Bidder shall furnish on the Offer Form "OF-4", the names and addresses of at least two (2) companies or government agencies that bidder has provided or is currently providing

identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.

**7.5 Insurance.** The Offeror shall provide insurance information as requested on the appropriate Offer Form page.

**7.6 Wage certificate.** The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to §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.

## **7.0 SUBMISSION OF OFFER**

Only offers submitted through HIEPRO shall be considered for the award. No offers accepted via Email or Mail. The offeror must complete and submit OF-1, OF-2, OF-3, OF-4 and Wage Certificate.

## **8.0 AWARD OF CONTRACT**

**8.1 Method of Award.** The award, if made, shall be to the responsive, responsible Offeror submitting the lowest Estimated Total Sum Bid for each group.

**8.2 Hawaii Compliance Express.** Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides the current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that the vendor's status is compliant with the requirements of §1030-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the referenced SPO General Provisions, Section 26.

## **9.0 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<br>(occurrence form) limit per occurrence for bodily | \$1,000,000 combined single<br>injury and property damage    |
| Comprehensive Automobile Liability  | BI: \$100,000 per occurrence<br>PD: \$ 50,000 per occurrence |

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 the scope of coverage, or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, Automotive Management Division, P.O. Box 119, Honolulu, Hawaii 96810-0119."
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 the Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## **10.0 PERMITS, LICENSED, AND TAXES**

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may cause the State to terminate the contract.

## **11.0 EXECUTION OF CONTRACT**

No performance or payment bond shall be required for this contract.

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. 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.

## **12.0 NOTICE TO PROCEED**

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

## **13.0 INVOICING**

Contractor shall submit the original and three copies of the invoice to the following address:

Original and three (3) copies of the invoice shall be submitted monthly to:

Department of Accounting and General Services  
Automotive Management Division P.O. Box 119  
Honolulu, Hawaii 96810-0119

Attention: BRYN L HAMADA

Each invoice shall reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. Alternately, a "Certificate of Vendor Compliance", issued through the Hawaii Compliance Express system, shall be accepted for final payment requirements.

## **14.0 CONTRACT PRICE INCREASE**

For each incremental contract extension, the contractors may request in writing an increase in writing to the contract administrator. The contractor must justify the increase in writing. Request for price increases for the maintenance and repair work shall be submitted in writing to the CA, on an annual basis, sixty (60) days prior to the expiration of each contract period and if

approved shall become effective at the start of the next extended contract period. Prices for each extension period shall remain fixed for that extension period.

Upon receiving approval by the CA and Procurement Officer, the increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract by the AMO.

#### **15.0 SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this. IFB to any subcontractor unless the CA has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

#### **16.0 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.

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

The 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.

#### **18.0 LIQUIDATED DAMAGES**

Refer to Section 9 of the AG General Conditions, Form AG-008... Liquidated damages are fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per 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.

#### **19.0 PROTEST**

A protest shall be submitting in writing within five (5) working days after the posting of an 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.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DAGS, Automotive Management Division, P.O. Box 119, Honolulu, Hawaii 96810-0119.