

**THE FOREIGN-TRADE ZONE NO. 9
BATTERY ENERGY STORAGE SYSTEM (BESS)**

SPECIFICATIONS

1.01 SCOPE

The purpose of this solicitation is to provide a Battery Energy Storage System (BESS) at the Foreign-Trade Zone No. 9, Pier 2, 521 Ala Moana, Honolulu, Hawaii. The CONTRACTOR shall furnish the BESS and work with a third-party electrician, selected by the FTZ, to install the system. See “481713 – Battery and Energy Storage System” pdf for details.

For the purposes of this solicitation, the FTZ may be referred to as “FTZ” or “STATE.”

1.02 SPECIFICATIONS

The CONTRACTOR shall furnish all labor, tools, equipment, materials, supplies, supervision, and all other items to satisfactorily provide a BESS to the FTZ facility at Pier 2 as specified in “481713 – Battery and Energy Storage System”.

eSpire 280 Commercial and Industrial Battery Storage by Fortress Power meets the specifications of this solicitation, but vendors of other equivalent systems are welcome to bid. An eSpire 280 product flyer is attached for information purposes only.

1.03 OFFICIAL CONTACT PERSON

The official contact person for all communications regarding this SOLICITATION is:

Tsurumi Hamasu, Trade Representative
Department of Business, Economic Development, and Tourism
Foreign-Trade Zone No. 9
521 Ala Moana Boulevard, Room 101
Honolulu, Hawaii 96813
Telephone: (808) 586-2510
Fax: (808) 586-2513
Email: bids@ftz9.org

1.04 OFFICER-IN-CHARGE (OIC)

For the purposes of an award under this solicitation, if any, Tsurumi Hamasu, Trade Representative of the Foreign Trade Zone No. 9, is the Officer-in-Charge; she may also assign a designated Officer-in-Charge (OIC).

1.05 TERM OF SERVICES

1. Term of Services

The services described herein shall commence upon a written Notice to Proceed. Services shall be completed within twelve (12) months from the Notice to Proceed. Services may be extended without the necessity of re-soliciting bids, for additional TWELVE (12) month periods in accordance with the following:

- a. CONTRACTOR satisfactorily provides the services requested during the preceding period(s) of performance;
- b. Funds are available to pay for the services;
- c. The FTZ (STATE) wishes to exercise its option to extend the Contract;
- d. The Contract price remains the same or lower than the initial price bid, except for any allowable increase related to increased wages of public employees performing similar work;
- e. Any extension shall be mutually agreed upon in writing a minimum of thirty (30) days prior to expiration of the Contract.

2. Non-Performance of Work or Late Deliveries

In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements under this SOLICITATION, the STATE reserves the right to purchase, in the open market, a corresponding quality and quantity of the services specified herein, and to deduct the costs thereof from any monies due, or that may thereafter become due to the CONTRACTOR. In the event that any monies due to the CONTRACTOR are 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.

1.06 QUALITY CONTROL

1. Liquidated damages. Liquidated damages are fixed at the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each and every calendar day the CONTRACTOR fails to perform, in whole or in part, any of his/her obligations specified hereunder. Liquidated damages may be deducted from any payments due or that may thereafter become due to the CONTRACTOR.

In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of this SOLICITATION, the STATE reserves the right to purchase, in the open market, a corresponding quality and quantity of the services specified herein and to deduct the costs thereof from any monies due or that may thereafter become due to the CONTRACTOR.

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In the event that any monies due to the CONTRACTOR are insufficient for said purposes, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided by law.

2. The CONTRACTOR must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The CONTRACTOR must not require or depend on STATE staff to provide service activities in the event that program resources are not available due to the above situations.
3. When a disagreement arises between the CONTRACTOR and the STATE in regards to the performance of specific service requirements hereunder, the wishes of the STATE shall prevail. Failure on the part of the CONTRACTOR to comply shall be deemed cause for corrective action and subject to contractual remedies.
4. The STATE reserves the right to reduce, amend, or expand the "Scope of Services."

1.07 WORK CONDUCT

1. General. The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices to provide services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, state, and local governmental agencies. The CONTRACTOR shall be required to have any contractor license necessary to perform this work.
2. Work performance. The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

Services shall be provided with a minimum of interruption to the regular course of FTZ operations. The CONTRACTOR shall perform all work in a professional manner.
3. Safe performance of work. The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required.
4. Protection of work site and damages. The CONTRACTOR shall exercise care and provide all necessary protection to prevent injury and/or damage to any existing site amenities.

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1.08 SPECIAL CONDITIONS

1. The Director of the Department of Business, Economic Development, and Tourism or his designated representative, the FTZ Administrator, reserves the right to cancel this solicitation at any time and all bids may be rejected in whole or in part when it is in the best interest of the STATE.
2. Award, if any, shall be made on a firm fixed basis to the responsive and responsible bidder who has submitted the lowest bid in accordance with this solicitation. The award shall be based on the total bid for the work described herein.
3. All work and products shall conform to all applicable City and County, State and Federal rules and regulations.
4. Contractor shall be required to have any contractor, vocational, or professional license necessary to perform this work.
5. Contracts to supply services in excess of \$25,000 to governmental agencies require bidders to certify that the services shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, and that 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. Failure to comply with the conditions of this section during the period of the Contract may result in cancellation of the Contract.
6. Insurance. The CONTRACTOR shall procure at its sole expense and maintain in full force and effect throughout the term of the Contract, including any extensions, insurance coverage acceptable to the STATE. Prior to the effective date of the Contract, the CONTRACTOR shall provide to the STATE proof of the following minimum insurance coverage(s) and limit(s). Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities, or contractual liability by the CONTRACTOR, its employees and subcontractors. For any subcontractor not insured by the CONTRACTOR, the CONTRACTOR shall provide proof of the subcontractor's insurance fulfilling the requirements herein. This insurance shall include bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence, with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to the policy.

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

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Appropriate levels of per occurrence coverage for workers' compensation and any other insurance coverage required by federal or state law.

The STATE shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of the STATE, the insurance provisions in the Contract do not provide adequate protection, the STATE may request that CONTRACTOR obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the CONTRACTOR is unable to provide the additional coverage as requested, the STATE reserves the right to terminate the Contract with prior written notice.

The CONTRACTOR shall immediately provide written notice to the contracting agency should any of the insurance policies evidenced on its certificate of insurance or endorsement be cancelled, limited in scope, or not renewed upon expiration.

The insurance policy(s) shall contain the following clauses:

- 1) "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insured with respect 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 CONTRACTOR agrees to a Waiver of Subrogation for each required policy described herein. When required by the insurer, or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, the CONTRACTOR shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

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

The procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

7. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.