

ROOF MAINTENANCE SPECIFICATIONS FOR DAGS BUILDINGS

This bid includes the annual maintenance, inspection and repair of various types of roofs for various DAGS Facilities on Oahu for the Department of Accounting and General Services, Central Services Division (DAGS/CSD) as set forth in these Specifications, Special Provisions, 103D General Conditions and Attachments.

A. GENERAL SCOPE

The service shall consist of the annual inspection, maintenance, and repair of roofing membrane, flashing, penetrations, scuppers, and gutters/downspouts; in accordance with the best commercial practice governing the maintenance of waterproofing of the listed locations. See **EXHIBIT A – ROOF DETAILS** for the list of buildings.

Maintenance and repair work necessary to ensure the continuing operation of the office space below the roofs will be accomplished as soon as possible. As the situation permits, the State will work with the successful Offeror to allow maintenance and repair work to be done at the successful Offeror's next regularly scheduled inspection/maintenance visit when the problem does not impact building operations or will not cause further damage to the building components.

B. DESCRIPTION OF WORK

The buildings (and their corresponding addresses and roof information) that are part of this bid are listed on **EXHIBIT A – ROOF DETAILS**. The successful Offeror shall use the data on the spreadsheet for the preparation of their bid proposal. The successful Offeror shall verify and confirm the actual roof information during the site walk-throughs.

Successful Offeror shall exercise infection control methods for all material used on site containing odor and/or material considered hazardous. Methods include, but not limited to: air intake filters, interior protection, proper disposal, and a documented safety plan.

The State reserves the right to have maintenance or repair tasks performed on the weekends or after normal operating hours if the work may impact building operations.

Any damage caused by the successful Offeror's work shall be repaired at no additional cost to the State.

Successful Offeror shall follow OSHA and HIOSH requirements. This includes fall protection plans and methods for each location.

Successful Offeror shall keep work area clean and safe at all times. The construction area shall be roped off and contain warning signs to prevent pedestrians from entering the work area. Any closing of walkways shall be approved and coordinated with the CSD engineer.

Successful Offeror shall protect the grass and vegetation from damage or replace as necessary.

All work shall be scheduled.

The scope of work shall consist of the following:

1. Roof Documentation

For buildings listed in EXHIBIT A – ROOF DETAILS, the successful Offeror shall provide color-coded Documentation of all roofing dimensions, membrane type, flashing, penetrations and gutters/downspouts. The Documentation shall be submitted in PDF compatible format and include building name, address, north arrow, scale, calculations of all building roof areas. The successful Offeror shall notify DAGS of any discrepancies.

2. Annual Roof Inspection / Roof Condition Report

Successful Offeror shall inspect all roof areas; gutters and downspouts and provide an assessment of the roof condition in a Report.

The Report shall include the following in digital format to the DAGS engineer:

- a. A copy of the color-coded Roof Documentation plotting locations of any roof leaks appearing on the interior of the building; evidence of ponding water on the roof surface; debris; damages; and repairs.
- b. Digital photos of the existing roofing conditions; damages and repairs.
- c. Life expectancy of each building with a planned specification to restore or replace each roof membrane (as recommended by the successful Offeror) which includes estimated date and cost.

The Roof Documentation, Inspection, Maintenance, and Report work shall commence within 3 months and be completed no later than 6 months of Bid Award.

3. Annual Roof Maintenance

Successful Offeror shall clean and remove all debris found on roofs, including but not limited to leaves, branches, mold, rocks, roofing granules, toys, and all other debris, on gutters, roof drains, scuppers and roofs. The debris shall not be washed off the roof or down the drains.

Successful Offeror shall document the condition of gutters/downspouts, roof drains, scuppers and roofs before and after debris removal; documentation shall be done by taking digital photographs and attached to the Annual Roof Inspection/Roof Condition Report.

It is recognized that nearby or overhanging trees can exacerbate roof maintenance conditions. If successful Offeror determines that tree growth is a roof maintenance problem that needs to be addressed, the successful Offeror shall notify the DAGS engineer and provide recommendation for tree modification.

4. Roof Repairs

Identification of required repairs, to prevent roof leaks, shall be performed by the successful Offeror (which is the main responsibility of the successful Offeror). Repairs shall proceed on a case-by-case basis as approved by the DAGS

engineer. The successful Offeror shall submit an estimate to perform the repair(s) using the unit costs submitted with this Bid. All roof repairs shall be conducted using National Roofing Contractors Association (NRCA) best practices and subject to DAGS inspection. Asbestos and lead testing to complete the repair shall be the responsibility of the successful Offeror. A copy of any positive and negative asbestos and lead tests shall be emailed to the DAGS engineer. If additional costs may be incurred for asbestos and/or lead removal, then a separate proposal shall be submitted to the DAGS engineer for approval.

Repair proposals shall be submitted with the following:

- a. Digital pictures of the affected area.
- b. Building name and location on the roof.
- c. Description of the item to be repaired with the proposed method, amount (sf or lf), product, and color of the material.
- d. All materials listed in the proposal shall have accompanying MSDS and product data sheets.
- e. Asbestos and/or lead test results (if applicable).
- f. Unit and total cost of the repair (separate asbestos and lead abatement costs).

C. BID PROPOSAL

The Price Proposal shall include all labor (including prevailing wages, personnel travel costs, and per diem), taxes, parts, materials, supplies, consumables, tools, equipment, safety gear, costs for storage, transportation, shipping and supervision as required to accomplish the maintenance activities described herein shall be included in the bid price submitted. The Price Proposal shall be submitted in the following format:

1. Lump sum prices to provide Roof Documentations; Annual Roof Inspections / Roof Condition Reports; Annual Roof Maintenance for the listed buildings.
2. Unit pricing for the repair/replacement of the following materials – assuming 100 sf of roofing and 100 lf of metal flashing and polyurethane caulk for one (1) year. The minimum amount of repairs shall be 100 sf of roofing and 100 lf of flashing and caulking.
 - a. Asphalt Shingle Roofing
 - b. Capsheet Roofing
 - c. Single Ply Roofing
 - d. Metal Roofing
 - e. Tile Roofing
 - f. Fluid Applied Roofing (silicone, elastomeric, or urethane)
 - g. Copper Metal Flashing (include caulking)
 - h. Polyurethane Caulk
 - i. Power wash Roof

D. For the purpose of this contract, Ms. Teri Wong, DAGS Engineer, Ph: (808) 831-7934, email: teri.k.wong@hawaii.gov or designees is the Contract Administrator (CA).

E. BIDDER QUALIFICATIONS

1. Bidder must have a current C-42 license to perform roof maintenance work as issued by the Department of Commerce and Consumer Affairs (DCCA).
2. Bidder shall have computer email and be capable of running Microsoft Office programs.
3. Bidder shall have at least 5 years of proven experience with maintaining/repairing commercial-sized roofs with the types of roofing mentioned above. A list of all commercial-sized roofs that were maintained/repared by the Bidders shall be submitted within five (5) days of Bid Opening. The list shall include location addresses.

F. AUTHORIZED EXTRA WORK

The successful Offeror is an approved applicator for the existing warranted roof systems. For any extra work **not covered by the contract**, the successful Offeror must obtain the DAGS Engineer's prior approval and submit a written proposal. The proposal must include a description of the work to be performed, costs, and a list of parts and materials to be used. Any extra work will be paid for outside of this contract either by a purchase order or a purchasing card.

EXHIBIT A - ROOF DETAILS

No.	Address	Bldg	roof sf	roof details
1	729 Kakoi St, Honolulu	Archives Storage (Record Ctr)	20,000	metal seam (1977) epoxy paint w/ PV panels (2011)
2	729 Kakoi St, Honolulu	CSD - Administration	6,750	capsheet (1977) w/ Hydrostop (2011)
3	425 Queen St, Honolulu	Hale Auhau	19,200	clay tile (1993)
4	1640 Lanakila Ave, Honolulu	Hawaii State Senior Center	13,000	gravel built-up (1989)
5	601 Kamokila Blvd, Kapolei	Kakuhihewa (Kapolei SOB)	40,500	29,300 sf ceramic tile + 11,200 capsheet (1998?) w/ PV (2016)
6	1151 Punchbowl St., Honolulu	Kalanimoku	51,500	TPO (2006) & elastomeric @ mech enclosure w/ PV panels (2011)
7	901 Bethel St, Honolulu	Kam V Bldg	4,750	4,750 sf metal corrugated + flat fluid applied (2006)
8	45-260 Waikalua Rd, Kaneohe	Kaneohe Civic Center	7,200	5,800 sf asphalt shingle + 1,400 sf capsheet (recoated 1999)
9	830 Punchbowl St. Honolulu	Keelikolani Bldg	71,000	Elastomeric sheet (2014 replaced), PV panels 330 pieces (2014 installed)
10	400 S. King St, Honolulu	Kekauluohi Bldg (Archives)	9,375	TPO (2004)
11	465 S. King St, Honolulu	Kekuanaoa Bldg	20,000	capsheet (1994)
12	1390 Miller St, Honolulu	Liliuokalani	18,780	TPO w/ PV panels (2013)
13	250 S. Hotel St, Honolulu	No. 1 Capitol District (Hemmeter)	37,750	27,750 sf clay tile; 10,000 sf TPO at lower and bridge
14	94-275 Mokuola St, Waipahu	Waipahu Civic Center	27,400	23,400 sf metal seam w/ skylights; 2,000 sf 2nd fir; 2,000 sf 1st fir (1992) w/ PV (2016)
15	320 S. Beretania St, Honolulu	Washington Place - Museum, Residence, Garage, Laundry	7,900	asphalt shingle (2002) w/ PV & Solar Water panels (2013), single ply with elastomeric (1994)
16		Other Bldgs		
		Oahu Total:	355,105	

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	DAGS/CSD Administrator or his designee
State	=	State of Hawaii
DAGS/CSD	=	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	=	State of Hawaii eProcurement System
AG	=	Attorney General
GC	=	103D General Conditions
IFB	=	Invitation for Bids
GET	=	General Excise Tax

1.0 SCOPE

The furnishing of maintenance, inspection and repair of various types of roofs for various DAGS Facilities on Oahu shall be in accordance with these Special Provisions, attached Specifications, and attached 103D General Conditions.

For the purpose of this contract, Ms. Teri Wong, DAGS Engineer, DAGS-Central Services Division or designee is the Contract Administrator (CA). The telephone number at which he/she may be reached at is (808) 831-7934.

2.0 TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period commencing from the official date on the Notice to Proceed.

3.0 CONTRACT EXTENSION

Unless terminated, the contract may be extended without rebidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than **four (4) additional twelve-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 any extended contract period at any time upon ninety (90) days prior written notice.

4.0 PRE-BID CONFERENCE AND SITE INSPECTION

Prospective qualified Offerors are invited to attend a pre-bid conference to be held **as noted on HlePRO**. 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.

Offerors are 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.

5.0 SITE INSPECTION

Prior to submission of an offer, Offeror shall inspect the Job Site to become thoroughly familiar with existing conditions and the amount and type of work to be performed. Submission of an offer shall be evidenced the Offeror understands the scope of work and the Contract requirements, and agrees to comply with all Contract requirements including these specifications. 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.

6.0 WRITTEN INQUIRIES (QUESTIONS AND ANSWERS)

Questions (inquires) regarding this solicitation are **as noted on HlePRO**. All questions (inquiries) shall be made using the HlePRO Question and Answer Section.

Answers (responses) to inquiries shall be made by way of HlePRO, Question and Answer Section, **as noted on HlePRO**.

7.0 REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

Contractors as a General Engineering Contractor holding an 'A' license and General Building Contractor holding a 'B' license are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. V. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the General Contractor to act as a specialty Contractor in any area in which the General Contractor has no license.

Contractors 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.

8.0 OFFEROR QUALIFICATION

Experience. Offeror shall have a minimum of five (5) years of consecutive years of experience (immediately prior to bid opening date) in maintaining/repairing commercial sized roofs.

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. Both 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 C-42 license, **within ten (10) working days from the date the request is made**. Offeror shall provide the license number on the Offer Form A. Award will not be made to any Offeror failing to meet this qualification requirement.

Award will not be made to any Offeror failing to meet ALL of the above qualifications. Failure to meet these qualifications requirements shall result in rejection of the bid. Further, satisfaction of these requirements must be maintained by the Contractor during the entire contract period.

9.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- a. The costs in its offer 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 in its offer 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 influence any other person or firm to submit or not to submit an offer for the purpose of restricting competition, bid rigging or other unlawful purpose.

10.0 BID PREPARATION

Offer Form A, Page OFA-1. Offeror shall submit 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. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price 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.

Price. Bid Prices shall include costs for all labor costs, equipment, materials, travel costs, applicable taxes (including the current Hawaii General Excise Tax) and any other expenses incurred to provide services as specified herein.

Unit Price per Square Feet or Linear Feet shall include all material costs, including labor and applicable taxes and any other expenses incurred to provide minor repairs as specified herein.

Offer Guaranty. An offer security deposit is not required for this solicitation.

Insurance. Offeror shall provide insurance information as requested on Offer Form A.

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 for §103-55, HRS. Refer to section 21.0 below for further information.

References. Offeror shall list companies or government agencies for whom services were or are being provided. The State reserves the right to contact the references. The State reserves the right to reject any Offeror who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line

item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

11.0 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 <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 services/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 (return) the following:

- Offer Form A,
- Offer Form B,
- Wage Certificate,
- W-9 Request for Taxpayer Identification Number and Certification

These document(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.

If they need assistance in submitting these pages through the HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

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

12.0 RESPONSIBILITY OF OFFEROR

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 (c):

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 (c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) for awards \$ 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 Hawaii Compliance Express (HCE) prior to submitting an offer at <http://vendors.ehawaii.gov>. The annual registration fee is \$12.00 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 (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.

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

13.0 AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsible Offeror whose offer is responsive with the lowest Total Sum Bid Price.

Timely Submission of Certificates. The qualified Offeror with the lowest responsive offer is required to submit to the DAGS/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.

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

Cancellation of IFB and Rejection of Offers. Award 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.

14.0 EXECUTION OF CONTRACT

The State shall send 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 (10) working days after receipt by the Offeror.**

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

15.0 NOTICE TO PROCEED

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

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Award Notification 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.

16.0 INVOICING

Contractor shall submit a digital invoice, which includes the Contract Number to:
Department of Accounting and General Services

Central Services Division
729-B Kakoi Street
Honolulu, Hawaii 96819
Attn: Teri Wong
Email: teri.k.wong@hawaii.gov

For extra work authorized and approved by the CA, a separate detailed invoice is required. The invoice shall contain the date of work, description of the work done, facility name and amount. Any extra work will be paid for outside of this contract either by a purchase order or a purchasing card.

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

17.0 PAYMENT

Section 103-10, HRS, provides the State shall have thirty (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.

18.0 PARTIAL PAYMENT

At the Contractor's request, the State will process partial payment(s) based on completed a monthly amount of the bid price. In the event, the grounds maintenance services is not satisfactorily completed, the State reserves the right to withhold payment.

19.0 LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of his contract after the required date of said completion.

20.0 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.

21.0 WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTOR PERFORMING SERVICES

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 as an attachment on HlePRO.

Offeror shall be further obliged to notify his/her employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for

public employees performing similar work. The Offeror may meet this obligation by posting a notice to this effect in the Offeror's place of business in an area accessible to all employees, or the Offeror may include such notice with each paycheck or pay envelope furnished to the employee.

22.0 CONTRACT MODIFICATION

It is understood and agreed that in addition to the facilities listed herein, Contractor shall be required to furnish maintenance service for annual maintenance, inspection, repairs of various type of roofs herein to any new facilities not initially listed in this IFB, when such services are required. Any increase in contract price for additional facilities shall be negotiated between the Contractor and the DAGS/CSD and shall be come binding only upon issuance of a contract modification issued by the DAGS/CSD.

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 he 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.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage \$2,000,000 aggregate per occurrence
Automobile Liability Insurance	\$1,000,000 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 (10) 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 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 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 WORKMANSHIP

All work shall be executed in a professional manner and shall present a neat appearance when completed. All work done shall be subject to inspection and approval of the Contract Administrator; all services rendered shall be in accordance with these specifications and provisions.

26.0 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 Contract Administrator.

27.0 SUBCONTRACTORS

The Contractor shall not contract any contractor to perform any of the duties listed in this IFB unless the Contract Administrator 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 with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not primary contractor performs them.

28.0 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the term of the contract and any extension, 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 be cause for the State to terminate the contract.

29.0 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.

30.0 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 Special Provisions, the Specifications, and the General Conditions herein, the addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may utilize all other remedies provided by law.

31.0 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, regulation, rule, order, or other directive.

32.0 CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

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

33.0 NONDISCRIMINATION

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

34.0 RECORDS RETENTION

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

35.0 COMPLIANCE WITH LAWS

The Contractor at all times shall observe and comply with all federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

36.0 INDEMNIFICATION AND DEFENSE

The Contractor shall defend, indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, costs, and expense including attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

37.0 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 shall give written notice of the termination to the Contractor specifying the part of the Contract terminated.

38.0 ASBESTOS PROHIBITION

The use of materials or equipment containing asbestos is prohibited under this contract. Contractor warrants that all materials and equipment incorporated in the project are asbestos free.

39.0 GUARANTEE OF WORK

Except as otherwise specified, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for one (1) year from the date of beneficial occupancy or final acceptance of the contract whichever is earlier. All guarantee of work shall be transmitted in writing.

40.0 MANUFACTURER'S GUARANTEE

Whenever a manufacturer's or installer's guarantee on any product hereinafter specified, exceeds one (1) year, this guarantee shall become part of this contract in addition to the Contractor's guarantee.

41.0 FINAL ACCEPTANCE

The contract will be considered accepted when all work has been fully completed and all required documents have been submitted.

42.0 PROTEST

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 Mr. James Kurata, Central Services Administrator, 729 Kakoi Street, Honolulu, Hawaii 96819.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award.

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

OFFER FORM A
Maintenance, Inspection and Repair of Various Types of Roofs
for Various DAGS Facilities on Oahu

CSD-25-001-O

Procurement Officer
State of Hawaii, Department of Accounting and General Services, Central Services Division
Honolulu, Hawaii 96819

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids, including the Specifications, Special Provisions and General Conditions attached hereto 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.

The undersigned represents: (Check one **only**)

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
 A **Compliant Non-Hawaii** business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs Business Registration Division to do business in the state of Hawaii.
State of Incorporation: _____

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture Other _____

Federal I.D. No.: _____ 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.: _____

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: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

Insurance coverage is carried by, if applicable:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability:	_____	_____	_____
Automobile Liability:	_____	_____	_____
Worker's Compensation:	_____	_____	_____
Temporary Disability:	_____	_____	_____
Prepaid Health Care:	_____	_____	

Unemployment Insurance: State of Hawaii, Dept. of Labor No. _____

Contractor C-42 License Number: _____

Offeror _____
Name of Company

Offer Form B

CSD-25-001-O

The following bid is hereby submitted for the Maintenance, Inspection and Repair of Various Types of Roofs for Various DAGS Facilities on Oahu:

PART A - ORIGINAL CONTRACT PERIOD

Annual Maintenance, Inspection of Various Types of Roofs, and Roof Documentation (Original Contract Period)

	<u>Bid Price*</u>
1. Archives Storage	\$ _____ *
2. CSD - Administration	\$ _____ *
3. Hale Auhau	\$ _____ *
4. Hawaii State Senior Center	\$ _____ *
5. Kakuhihewa	\$ _____ *
6. Kalanimoku	\$ _____ *
7. Kam V	\$ _____ *
8. Kaneohe Civic Center	\$ _____ *
9. Keelikolani	\$ _____ *
10. Kekauluohi	\$ _____ *
11. Kekuaanoa	\$ _____ *
12. Liliuokalani	\$ _____ *
13. No. 1 Capitol District	\$ _____ *
14. Waipahu Civic Center	\$ _____ *
15. Washington Place	\$ _____ *

Offeror: _____
Name of Company

Total Maintenance Bid Price \$ _____ ‡

‡ This amount will be used for the total contract amount and must be entered in the HlePRO Offer Response Section.

Estimated Extra Minor Repairs Work (Original Contract Period) (For Bid Evaluation Purposes Only)

	<u>Estimated Square Feet or Linear Feet</u>	<u>Unit Price per Square Feet or Linear Feet**</u>	= <u>Total Price</u>
1. Asphalt Shingle Repair	100 sf	\$ _____	\$ _____
2. Capsheet Repair	100 sf	\$ _____	\$ _____
3. Single Ply Repair	100 sf	\$ _____	\$ _____
4. Metal Repair	100 sf	\$ _____	\$ _____
5. Tile Repair	100 sf	\$ _____	\$ _____
6. Fluid Applied Repair	100 sf	\$ _____	\$ _____
7. Copper Metal Flashing	100 lf	\$ _____	\$ _____
8. Polyurethane Caulk	100 lf	\$ _____	\$ _____
9. Powerwash Roof	100 sf	\$ _____	\$ _____
	Total Repair Bid Price		\$ _____

Part A - Total Maintenance and Repair Bid Price (Original Contract Period) \$ _____

- * Bid price must include all costs including labor, equipment, materials, protection, all applicable taxes, and any other expenses incurred to provide maintenance, inspection and repair of various types of roofs as specified herein. Round All Pricing to Nearest \$10.
- ** Unit Price per Square Feet or Linear Feet includes all material costs including labor, applicable taxes and any other expenses incurred to provide minor repairs as specified herein.
- *** This amount will be used for future contract supplemental, if applicable.

Offeror: _____
Name of Company

PART B – 1st SUPPLEMENTAL YEAR

Annual Maintenance, Inspection of Various Types of Roofs, and Roof Documentation (1st Supplemental Year)

	<u>Bid Price*</u>
1. Archives Storage	\$ _____ *
2. CSD - Administration	\$ _____ *
3. Hale Auhau	\$ _____ *
4. Hawaii State Senior Center	\$ _____ *
5. Kakuhihewa	\$ _____ *
6. Kalanimoku	\$ _____ *
7. Kam V	\$ _____ *
8. Kaneohe Civic Center	\$ _____ *
9. Keelikolani	\$ _____ *
10. Kekauluohi	\$ _____ *
11. Kekuanaoa	\$ _____ *
12. Liliuokalani	\$ _____ *
13. No. 1 Capitol District	\$ _____ *
14. Waipahu Civic Center	\$ _____ *
15. Washington Place	\$ _____ *

Offeror: _____
Name of Company

Total Maintenance Bid Price \$ _____

PART C – 2nd SUPPLEMENTAL YEAR

Annual Maintenance, Inspection of Various Types of Roofs, and Roof Documentation (2nd Supplemental Year)

	<u>Bid Price*</u>
1. Archives Storage	\$ _____ *
2. CSD - Administration	\$ _____ *
3. Hale Auhau	\$ _____ *
4. Hawaii State Senior Center	\$ _____ *
5. Kakuhihewa	\$ _____ *
6. Kalanimoku	\$ _____ *
7. Kam V	\$ _____ *
8. Kaneohe Civic Center	\$ _____ *
9. Keelikolani	\$ _____ *
10. Kekauluohi	\$ _____ *
11. Kekuanaoa	\$ _____ *
12. Liliuokalani	\$ _____ *
13. No. 1 Capitol District	\$ _____ *
14. Waipahu Civic Center	\$ _____ *
15. Washington Place	\$ _____ *

Offeror: _____
Name of Company

Total Maintenance Bid Price \$ _____

Estimated Extra Minor Repairs Work (2nd Supplemental Year) (For Bid Evaluation Purposes Only)

	Estimated Square Feet or Linear Feet x	Unit Price per Square Feet or Linear Feet**	= Total Price
1. Asphalt Shingle Repair	100 sf	\$ _____	\$ _____
2. Capsheet Repair	100 sf	\$ _____	\$ _____
3. Single Ply Repair	100 sf	\$ _____	\$ _____
4. Metal Repair	100 sf	\$ _____	\$ _____
5. Tile Repair	100 sf	\$ _____	\$ _____
6. Fluid Applied Repair	100 sf	\$ _____	\$ _____
7. Copper Metal Flashing	100 lf	\$ _____	\$ _____
8. Polyurethane Caulk	100 lf	\$ _____	\$ _____
9. Powerwash Roof	100 sf	\$ _____	\$ _____

Total Repair Bid Price \$ _____

Part C - Total Maintenance and Repair Bid Price (2nd Supplemental Year) \$ _____ ***

* Bid price must include all costs including labor, equipment, materials, protection, all applicable taxes, and any other expenses incurred to provide maintenance, inspection and repair of various types of roofs as specified herein. Round All Pricing to Nearest \$10.

** Unit Price per Square Feet or Linear Feet includes all material costs including labor, applicable taxes and any other expenses incurred to provide minor repairs as specified herein.

*** This amount will be used for future contract supplemental, if applicable.

Offeror: _____
Name of Company

PART D – 3rd SUPPLEMENTAL YEAR

Annual Maintenance, Inspection of Various Types of Roofs, and Roof Documentation (3rd Supplemental Year)

	<u>Bid Price*</u>
1. Archives Storage	\$ _____ *
2. CSD - Administration	\$ _____ *
3. Hale Auhau	\$ _____ *
4. Hawaii State Senior Center	\$ _____ *
5. Kakuhihewa	\$ _____ *
6. Kalanimoku	\$ _____ *
7. Kam V	\$ _____ *
8. Kaneohe Civic Center	\$ _____ *
9. Keelikolani	\$ _____ *
10. Kekauluohi	\$ _____ *
11. Kekuanaoa	\$ _____ *
12. Liliuokalani	\$ _____ *
13. No. 1 Capitol District	\$ _____ *
14. Waipahu Civic Center	\$ _____ *
15. Washington Place	\$ _____ *

Offeror: _____
Name of Company

Total Maintenance Bid Price \$ _____

PART E – 4th SUPPLEMENTAL YEAR

Annual Maintenance, Inspection of Various Types of Roofs, and Roof Documentation (4th Supplemental Year)

	<u>Bid Price*</u>
1. Archives Storage	\$ _____ *
2. CSD - Administration	\$ _____ *
3. Hale Auhau	\$ _____ *
4. Hawaii State Senior Center	\$ _____ *
5. Kakuhihewa	\$ _____ *
6. Kalanimoku	\$ _____ *
7. Kam V	\$ _____ *
8. Kaneohe Civic Center	\$ _____ *
9. Keelikolani	\$ _____ *
10. Kekauluohi	\$ _____ *
11. Kekuanaoa	\$ _____ *
12. Liliuokalani	\$ _____ *
13. No. 1 Capitol District	\$ _____ *
14. Waipahu Civic Center	\$ _____ *
15. Washington Place	\$ _____ *

Offeror: _____
Name of Company

Total Maintenance Bid Price \$ _____

Estimated Extra Minor Repairs Work (4th Supplemental Year) (For Bid Evaluation Purposes Only)

	Estimated Square Feet or Linear Feet x	Unit Price per Square Feet or Linear Feet**	= Total Price
1. Asphalt Shingle Repair	100 sf	\$ _____	\$ _____
2. Capsheet Repair	100 sf	\$ _____	\$ _____
3. Single Ply Repair	100 sf	\$ _____	\$ _____
4. Metal Repair	100 sf	\$ _____	\$ _____
5. Tile Repair	100 sf	\$ _____	\$ _____
6. Fluid Applied Repair	100 sf	\$ _____	\$ _____
7. Copper Metal Flashing	100 lf	\$ _____	\$ _____
8. Polyurethane Caulk	100 lf	\$ _____	\$ _____
9. Powerwash Roof	100 sf	\$ _____	\$ _____

Total Repair Bid Price \$ _____

Part E - Total Maintenance and Repair Bid Price (4th Supplemental Year) \$ _____ ***

* Bid price must include all costs including labor, equipment, materials, protection, all applicable taxes, and any other expenses incurred to provide maintenance, inspection and repair of various types of roofs as specified herein. Round All Pricing to Nearest \$10.

** Unit Price per Square Feet or Linear Feet includes all material costs including labor, applicable taxes and any other expenses incurred to provide minor repairs as specified herein.

*** This amount will be used for future contract supplemental, if applicable.

Offeror: _____
Name of Company

TOTAL BID PRICE FOR PART A (Original Contract Period) \$ _____

TOTAL BID PRICE FOR PART B (1st Supplemental Year) \$ _____ ***

TOTAL BID PRICE FOR PART C (2nd Supplemental Year) \$ _____ ***

TOTAL BID PRICE FOR PART D (3rd Supplemental Year) \$ _____ ***

TOTAL BID PRICE FOR PART E (4th Supplemental year) \$ _____ ***

**TOTAL MAINTENANCE AND REPAIR BID PRICE
for Parts A, B C, D, E for Five (5) Year Period** \$ _____ †

* Bid price must include all costs including labor, equipment, materials, protection, all applicable taxes, and any other expenses incurred to provide maintenance, inspection and repair of various types of roofs as specified herein.

** Unit Price per Square Feet or Linear Feet includes all material costs including labor, applicable taxes and any other expenses incurred to provide minor repairs as specified herein.

*** This amount will be used for future contract supplemental, if applicable.

‡ This amount will be used for the total contract amount and must be entered in the HlePRO Offer Response Section.

† This Amount is for Bid Evaluation Purposes Only and will not be included within the Total Contract Amount.

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

Award is subject to the availability of funds. The State reserves the right to cancel this RFQ 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.

Offeror: _____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: RFQ No.: CSD-25-001-O

Title of RFQ: Maintenance, Inspection and Minor Repairs of Various Types of Roofs and Cleaning of PV panels at various State Buildings on Oahu for the Department of Accounting and General Services, Central Services Division

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$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 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 (Company Name): _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Submit as an attachment on HlePRO

Offeror's Instructions

1. The following completed documents and/or certificates must be submitted **as an attachment on HlePRO** otherwise an offer submitted by a responsive and responsible Offeror may not receive the award:

Offer Form

Wage Certificate

W-9 Request for Taxpayer Identification

Offerors are responsible to make sure all completed documents (files) and certificates are submitted as an **attachment on HlePRO** when submitting an offer.

Offerors who submit an (response) (offer) will receive a notification from HlePRO that their response was received and lists all attached documents (files) and certificates.

HlePRO will also show attachments that have been (not been) downloaded and reviewed.

2. **Unit Bid Price or Total Bid Amount** must include all costs for labor, materials, delivery, surcharges, etc., all applicable taxes (including the current Hawaii General Excise Tax) and any other expenses, including travel, mileage, freight incurred.
3. For awards of **\$2,500 or more**, a “**CERTIFICATE OF VENDOR COMPLIANCE**” issued by the Hawaii Compliance Express (HCE) **is required** and must be submitted **within ten (10) working days from the date the request is made**, otherwise an offer submitted by a responsive and responsible Offeror may not receive the award.

It is highly recommended that Offerors register with Hawaii Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Offerors should be aware that it may take thirty (30) working days or more to establish a compliant status.

4. It is also recommended that Offerors have available their **Certificate of Insurance** and/or **Performance and Payment Bonds** to ensure timely submittal if requested. If the above documents are required, Offeror must submit **within ten (10) working days from the date the request is made** otherwise an offer submitted by a responsive and responsible Offeror may not receive the award.

5. **Please read:**

Special Provisions, Compliance Document Requirements for solicitations of \$2,500 or more.

Solicitation Instructions, especially:

Submitting Attachments on HlePRO;

Download Instructions for Attachments;

Taxes shall be included in Price when Applicable;

General Conditions; and

Compliance Documentations.

If you have any questions or require vendor support, please contact HlePro at (808) 695-4620 or e-mail hiepro@hawaii.gov