



Department of Health Environmental
Health Administration
State Laboratories Division

RELEASE DATE: December 26, 2024

INVITATION FOR BIDS
IFB No.:SLD-CS-25-008

SEALED OFFERS
FOR

Spalling Repair and Painting of the Concrete Exterior and the Interior Lobby of the Kama‘ule‘ule Building, State Laboratories Division, Hawaii Department of Health located at 2725 Waimano Home Road, Pearl City, Hawaii 96782.

Sealed offers shall be RECEIVED ELECTRONICALLY and recorded immediately via the State of Hawaii eProcurement System, HIePRO until 2:00 p.m. Hawaii Standard Time (HST) on January 24, 2025. Bids shall be submitted via the State of Hawaii eProcurement System, HIePRO, otherwise the bids shall not be opened or considered. Also, bids received after the time fixed for opening will not be considered. Direct questions relating to this solicitation to Stephen Schanzebach at 800-453-6711 or at Stephen.schanzenbach@doh.hawaii.gov.

Bidders are required to comply with the State procurement code, Chapter 103D, Hawaii Revised Statutes (“HRS”), and any rules and regulations and policy directive issued with respect to Chapter 103D and any amendments thereof.

Edward Desmond, Ph. D., D(ABMM)
Administrator, State Laboratories Division
Department of Health

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IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

CONTACT INFORMATION:

PROCUREMENT OFFICER

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

Darren Ebesutani

Procurement Officer, State Laboratories Division

2725 Waimano Home Road, Room 3109

Pearl City, HI 96782

Telephone: (808) 453-6664

Facsimile: (808) 453-6662

Email: darren.ebesutani@doh.hawaii.gov

ISSUING OFFICER

The individuals listed below are the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Primary Technical Contact

Stephen Schanzenbach

Building Manager

2725 Waimano Home Road

Pearl City, HI 96782

Telephone: (808)_453-6688

Facsimile: (808)_453-6662

Email: Stephen.schanzenbach@doh.hawaii.gov

SECTION I NOTICE TO OFFERORS

BID FORMS for IFB NO.: SLD-CS-25-008, Spalling Repair and Painting of the Concrete Exterior and the Interior Lobby of the Kama'ule'ule Building, State Laboratories Division, Hawaii Department of Health located at 2725 Waimano Home Road, Pearl City, Hawaii 96782, will be available from and received in the STATE LABORATORIES DIVISION OFFICES, STATE LABORATORY FACILITY, DEPARTMENT OF HEALTH, 2725 WAIMANO HOME ROAD, PEARL CITY, HAWAII 96782.

Pursuant to Chapter 103D, HRS, sealed offers must be submitted and received electronically through the State's eProcurement system, HlePRO. The electronically submitted offer shall be considered the original. Any original offers received outside of HlePRO, including faxed, hand delivered, or e-mailed offers, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. Please refer to the Electronic Submission of Offer section on page SP-4 of this IFB for additional details and instructions.

There is no cost for vendors to register or to submit quotes or bids. However, upon award, the awarded vendor must pay Tyler Hawaii 0.75% of the original awarded amount, capped at \$5,000.

When the vendor receives a notice of award in HlePRO, HlePRO will automatically generate an invoice to the vendor. The vendor will have 30 days to pay Tyler Hawaii. Online payments are available in the application at <https://hiepro.ehawaii.gov/payment.html>

SECTION II
OFFER (BID) FORM
IFB No. SLD-CS-25-008

Procurement Officer
State of Hawaii
Department of Health
State Laboratories Division
Room 3109
2725 Waimano Home Rd,
Pearl City, Hawaii 96814

RE: Invitation For Bids No.: SLD-CS-25-008, Spalling Repair and Painting of the Concrete Exterior and the Interior Lobby of the Kama'ule'ule Building, State Laboratories Division, Hawaii Department of Health located at 2725 Waimano Home Road, Pearl City, Hawaii 96782

Dear Sir/Madam:

The undersigned has carefully examined, read, and understands the Specifications, Special Conditions, and General Conditions specified in the Invitation for Bids IFB No.: SLD-CS-25-008. The State of Hawaii's ("STATE") Agreement for Goods and Services Based Upon Competitive Sealed Bids, Form AG-003 Rev. 6/22/09 and the General Conditions, Form AG-008 (4/15/09) as provided herein this solicitation. The undersigned hereby submits the following offer to provide the goods and services for IFB No.:SLD-CS-25-008 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The STATE reserves the right to reject any and all offers and to waive any items that are defective when, in the STATE's opinion, such rejection or waiver will be in the best interest of the STATE. A solicitation may be rejected in whole or part when in the best interest of the STATE.
2. If required, letters from joint contractors, subcontractors, or allied enterprises, if any, stating their commitment to participate in this offer in the role set forth in the offer must be enclosed in the envelope with the offer.
3. If awarded the contract, all services performed will be in accordance with 103-55, HRS.
4. In submitting this offer, the Offeror is not in violation of Chapter 84, HRS, concerning prohibited State contracts.
5. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.

It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligations under this IFB.

The undersigned represents that he/she/it is a (check one only)

OF-1

IFB No.: SLD-ADMIN-25-008

Sole Proprietor Partnership Corporation Joint

Venture Other _____

*State of incorporation: _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (if other than street address below):_

City, State, Zip Code:_

Respectfully submitted:

Authorized Signature

Date

Name and Title (Please Type or Print)

Exact Legal Name of Company (Offeror)**

Business Address

Business Telephone Number

Business Facsimile Number

Business E-mail Address

** If the Offeror shown above is a 'dba' or a "division" of a corporation, furnish the exact legal name of the corporation on behalf of which the contract will be executed.

The following bid is hereby submitted for SLD-CS-25-008, Spalling Repair and Painting of the Concrete Exterior and the Interior Lobby of the Kama'ule'ule Building, State Laboratories Division, State of Hawaii Department of Health, 2725 Waimano Home Road, Pearl City, Hawaii, 96782.

Offeror shall provide the following information:

OFFEROR'S REPRESENTATION

Offeror, represents that they have the appropriate current and active Contractor's license C-33 and C-31 required by the State of Hawaii and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Offeror hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with this solicitation for the sums quoted.

Offeror must bid on all line items. Failure to bid on all items will result in rejection of the offer. Award shall be made on the Total Sum of the Base Bid and any or all of the Additives selected based on the available funding.

BASE BID PREP & PAINT EXTERIOR NORTHSIDE \$_____Hawaii State tax included
Includes 100 sq.ft. of peeling paint

Unit price for peeling paint beyond the 100 sq.ft. _____ per sq. ft., tax included

Duration of project _____ calendar days weather permitting not including spall repair work.

BASE BID SPALL REPAIR NORTHSIDE:

NON-STRUCTURAL CONCRETE SPALL REPAIR DESCRIPTION AND UNIT COST:
Monthly reporting or upon submission for invoice payment shall verify quantities for all repairs. All repairs SHALL include Hawaii State GE TAX INCLUDED. IT IS RECOMMENDED THAT AN ENGINEER IS RETAINED FOR ALL STRUCTURAL REPAIRS.

- 1. Repair leading edges to concrete surfaces at a depth of 2 inches or less, including the exterior surfaces of exposed reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

- 2. Repair leading edges to concrete surfaces at a depth between up to 4 inches including entire surfaces of exposed reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

- 3. Repair leading edges to concrete surfaces at a depth to up 6 inches including the entire surfaces of reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

4. Repair shallow spalls to concrete surfaces on vertical and overhead surfaces less than 2 inches deep, including exterior surfaces of reinforcing steel.

\$_____per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft. = \$_____total.

5. Repair medium spalls to concrete surface on vertical and overhead surfaces up to 4 inches deep including the entire surfaces of exposed reinforcing steel.

\$_____per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____total.

6. Repair large spalls to concrete surfaces on vertical and overhead up to 6 inches including the entire surfaces of reinforcing steel.

\$_____per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____total.

7. Repair shallow spalls to horizontal surfaces less than a depth of 2 inches, including the exterior surfaces of exposed reinforcing steel.

\$_____per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.=\$_____total.

8. Repair medium spalls to horizontal surfaces between a depth of 2 to 4 inches including entire surfaces of reinforcing steel.

\$_____per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.=\$_____total.

9. Repair large spalls to horizontal surfaces greater than 4 inches up to 6 inches including entire surfaces of reinforcing steel.

\$_____per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____total.

10. Where crack issues are not the cause of spalling concrete, provide a linear foot price to mechanically rout and caulk cracks larger than 1/16" and fill with appropriate sealant for sealing from future moisture penetration.

\$_____per linear foot.

ESTIMATED LINEAL FEET: _____ X \$_____per lin./ft. =\$_____total.

11. Remove / replace evident Failed Sealants. _____ X \$_____per lin./ft.=\$_____total.

12. Post pocket repairs for stanchion posts 4 inches around Post down 2 inches deep. (Not including leading edge, if repair becomes a leading-edge repair than use unit cost item No. 2, 3.)

\$_____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post. = \$ _____ total.

13. DRILL AND FILL Posts, using current standard methods, with self-leveling sealant and install cant bead of polyurethane sealant around post at slab. For all stanchion posts throughout project.

\$ _____/per post

ESTIMATED POST _____ X \$ _____ per post. =\$ _____ total.

14. Re-fill stanchion posts with self-leveling polyurethane sealant.

\$ _____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post.= \$ _____ total.

ESTIMATED REPAIR COST FOR BUILDING SPALL REPAIR	\$
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BASE BID EXTERIOR NORTHSIDE \$ _____ HI State tax included

ESTIMATED REPAIR COST NORTHSIDE SPALL REPAIR \$ _____ HI State tax included

TOTAL PAINTING AND SPALLING BID NORTHSIDE \$ _____ HI State tax included
Include Total on Summary Bid page OF-14

*Note: Proposed concrete repair cost figures are "best guess" estimates established by the Contractors' visual inspections.

INSPECTION AND DOCUMENTATION

The Contractor will provide adequate documentation, in the form of photo images, diagrams, and/or illustrations including the actual measurements of all completed concrete repairs with each progress payment request.

During the course of their work, should the Offeror uncover the existence of additional damaged concrete surfaces, they must immediately notify Darren Ebesutani with the proper documentation (e.g.,. photo image, repair size, etc.) and is not to proceed without approval. All additional work will be accomplished at the original unit repair costs.

ADDITIVE ITEM #1 EXTERIOR SOUTHSIDE \$_____ Hawaii State tax included
Includes 100 sq.ft. of peeling paint

Unit price for peeling paint beyond the 100 sq. ft. _____ per sq. ft., tax included

Duration of project _____ calendar days weather permitting not including spall repair work.

ADDITIVE ITEM #1 SPALL REPAIR SOUTHSIDE:

NON-STRUCTURAL CONCRETE SPALL REPAIR DESCRIPTION AND UNIT COST:
Monthly reporting or upon submission for invoice payment shall verify quantities for all repairs. All repairs SHALL include Hawaii State GE TAX INCLUDED. IT IS RECOMMENDED THAT AN ENGINEER IS RETAINED FOR ALL STRUCTURAL REPAIRS.

15. Repair leading edges to concrete surfaces at a depth of 2 inches or less, including the exterior surfaces of exposed reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

16. Repair leading edges to concrete surfaces at a depth between up to 4 inches including entire surfaces of exposed reinforcing steel.
\$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

17. Repair leading edges to concrete surfaces at a depth to up 6 inches including the entire surfaces of reinforcing steel.
\$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

18. Repair shallow spalls to concrete surfaces on vertical and overhead surfaces less than 2 inches deep, including exterior surfaces of reinforcing steel.
\$_____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____ per sq.ft.= \$_____ total.

19. Repair medium spalls to concrete surface on vertical and overhead surfaces up to 4 inches deep including the entire surfaces of exposed reinforcing steel.
\$_____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____ per sq.ft.= \$_____ total.

20. Repair large spalls to concrete surfaces on vertical and overhead up to 6 inches including the entire surfaces of reinforcing steel.
\$_____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____ per sq.ft.= \$_____ total.

21. Repair shallow spalls to horizontal surfaces less than a depth of 2 inches,

including the exterior surfaces of exposed reinforcing steel.
\$_____per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____total.

22. Repair medium spalls to horizontal surfaces between a depth of 2 to 4 inches including entire surfaces of reinforcing steel.
\$_____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____ total.

23. Repair large spalls to horizontal surfaces greater than 4 inches up to 6 inches including entire surfaces of reinforcing steel.
\$_____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$_____per sq.ft.= \$_____ total.

24. Where crack issues are not the cause of spalling concrete, provide a linear foot price to mechanically rout and caulk cracks larger than 1/16" and fill with appropriate sealant for sealing from future moisture penetration.
\$_____ per linear foot.

ESTIMATED LINEAL FEET: _____ X \$_____per lin./ft. = \$_____ total.

25. Remove / replace evident Failed Sealants. _____ X \$_____per lin./ft.= \$_____ total.

26. Post pocket repairs for stanchion posts 4 inches around Post down 2 inches deep. (Not including leading edge, if repair becomes a leading-edge repair than use unit cost item No. 2, 3.)
\$_____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$_____per post. = \$_____ total.

27. DRILL AND FILL Posts, using current standard methods, with self-leveling sealant and install cant bead of polyurethane sealant around post at slab. For all stanchion posts throughout project.
\$_____/per post

ESTIMATED POST _____ X \$_____per post. = \$_____ total.

28. Re-fill stanchion posts with self-leveling polyurethane sealant.
\$_____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$_____per post. = \$_____ total.

ESTIMATED REPAIR COST FOR BUILDING SPALL REPAIR	\$_____
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ADDITIVE ITEM #1 EXTERIOR SOUTHSIDE \$_____ HI State tax included.

ESTIMATED REPAIR COST SOUTHSIDE SPALL REPAIR \$_____ HI State tax included.

TOTAL PAINTING AND SPALLING BID SOUTHSIDE \$_____ HI State tax included.
Include Total for ADDITIVE #1 Southside on page OF-14

*Note: Proposed concrete repair cost figures are "best guess" estimates established by the Contractors' visual inspections.

INSPECTION AND DOCUMENTATION

The Contractor will provide adequate documentation, in the form of photo images, diagrams, and/or illustrations including the actual measurements of all completed concrete repairs with each progress payment request.

During the course of their work, should the Painting Contractor uncover the existence of additional damaged concrete surfaces, they must immediately notify Darren Ebesutani with the proper documentation (i.e. photo image, repair size, etc.) and is not to proceed pending approval. All additional work will be accomplished at the original unit repair costs.

ADDITIVE ITEM #2 EXTERIOR EASTSIDE \$_____ Hawaii State tax included
Includes 100 sq.ft. of peeling paint

Unit price for peeling paint beyond the 100 sq.ft. _____ per sq. ft., tax included

Duration of project _____ calendar days weather permitting not including spall repair work.

ADDITIVE ITEM #2 SPALL REPAIR EASTSIDE:

NON-STRUCTURAL CONCRETE SPALL REPAIR DESCRIPTION AND UNIT COST:
Monthly reporting or upon submission for invoice payment shall verify quantities for all repairs. All repairs SHALL include Hawaii State GE TAX INCLUDED. IT IS RECOMMENDED THAT AN ENGINEER IS RETAINED FOR ALL STRUCTURAL REPAIRS.

29. Repair leading edges to concrete surfaces at a depth of 2 inches or less, including the exterior surfaces of exposed reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

30. Repair leading edges to concrete surfaces at a depth between up to 4 inches including entire surfaces of exposed reinforcing steel.
\$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$ _____ per lin./ft. = \$ _____ total.

31. Repair leading edges to concrete surfaces at a depth to up 6 inches including the entire surfaces of reinforcing steel.
\$ _____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$ _____ per lin./ft. = \$ _____ total.

32. Repair shallow spalls to concrete surfaces on vertical and overhead surfaces less than 2 inches deep, including exterior surfaces of reinforcing steel.
\$ _____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

33. Repair medium spalls to concrete surface on vertical and overhead surfaces up to 4 inches deep including the entire surfaces of exposed reinforcing steel.
\$ _____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

34. Repair large spalls to concrete surfaces on vertical and overhead up to 6 inches including the entire surfaces of reinforcing steel.
\$ _____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

35. Repair shallow spalls to horizontal surfaces less than a depth of 2 inches, including the exterior surfaces of exposed reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

36. Repair medium spalls to horizontal surfaces between a depth of 2 to 4 inches including entire surfaces of reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

37. Repair large spalls to horizontal surfaces greater than 4 inches up to 6 inches including entire surfaces of reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft. = \$ _____ total.

38. Where crack issues are not the cause of spalling concrete, provide a linear foot price to mechanically rout and caulk cracks larger than 1/16" and fill with appropriate sealant for sealing from future moisture penetration.
\$ _____ per linear foot.

ESTIMATED LINEAL FEET: _____ X \$ _____ per lin./ft. = \$ _____ total.

39. Remove / replace evident Failed Sealants. _____ X \$ _____ per lin./ft.= \$ _____ total.

40. Post pocket repairs for stanchion posts 4 inches around Post down 2 inches deep. (Not including leading edge, if repair becomes a leading-edge repair than use unit cost item No. 2, 3.)
\$ _____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post.= \$ _____ total.

41. DRILL AND FILL Posts, using current standard methods, with self-leveling sealant and install cant bead of polyurethane sealant around post at slab. For all stanchion posts throughout project.
\$ _____/per post

ESTIMATED POST _____ X \$ _____ per post. = \$ _____ total.

42. Re-fill stanchion posts with self-leveling polyurethane sealant.
\$ _____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post.= \$ _____ total.

ESTIMATED REPAIR COST FOR BUILDING SPALL REPAIR	\$ _____
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ADDITIVE ITEM # 2 EXTERIOR EASTSIDE \$ _____ HI State tax included

ESTIMATED REPAIR COST EASTSIDE SPALL REPAIR \$ _____ HI State tax included

TOTAL PAINTING AND SPALLING BID EASTSIDE \$ _____ HI State tax included
Include Total for ADDITIVE Item # 2 on page OF-14

*Note: Proposed concrete repair cost figures are “best guess” estimates established by the Contractors’ visual inspections.

INSPECTION AND DOCUMENTATION

The Contractor will provide adequate documentation, in the form of photo images, diagrams, and/or illustrations including the actual measurements of all completed concrete repairs with each progress payment request.

During the course of their work, should the Offeror uncover the existence of additional damaged concrete surfaces, they must immediately notify Darren Ebesutani with the proper documentation (e.g. photo image, repair size, etc.) and is not to proceed without approval. All additional work will be accomplished at the original unit repair costs.

ADDITIVE ITEM # 3 EXTERIOR WESTSIDE \$_____ Hawaii State tax included
Includes 100 sq.ft. of peeling paint

Unit price for peeling paint beyond the 100 sq.ft. _____ per sq. ft., tax included

Duration of project _____ calendar days weather permitting not including spall repair work.

ADDITIVE ITEM #3 SPALL REPAIR WESTSIDE:

NON-STRUCTURAL CONCRETE SPALL REPAIR DESCRIPTION AND UNIT COST:
Monthly reporting or upon submission for invoice payment shall verify quantities for all repairs. All repairs SHALL include Hawaii State GE TAX INCLUDED. IT IS RECOMMENDED THAT AN ENGINEER IS RETAINED FOR ALL STRUCTURAL REPAIRS.

43. Repair leading edges to concrete surfaces at a depth of 2 inches or less, including the exterior surfaces of exposed reinforcing steel. \$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

44. Repair leading edges to concrete surfaces at a depth between up to 4 inches including entire surfaces of exposed reinforcing steel.
\$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

45. Repair leading edges to concrete surfaces at a depth to up 6 inches including the entire surfaces of reinforcing steel.
\$_____ per lineal foot.

ESTIMATED LINEAL FEET: _____ X \$_____ per lin./ft. = \$_____ total.

46. Repair shallow spalls to concrete surfaces on vertical and overhead surfaces less than 2 inches deep, including exterior surfaces of reinforcing steel.
\$_____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____ per sq.ft. = \$_____ total.

47. Repair medium spalls to concrete surface on vertical and overhead surfaces up to 4 inches deep including the entire surfaces of exposed reinforcing steel.
\$_____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$_____ per sq.ft.= \$_____ total.

48. Repair large spalls to concrete surfaces on vertical and overhead up to 6 inches including the entire surfaces of reinforcing steel.
\$ _____ per sq. foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft.= \$ _____ total.

49. Repair shallow spalls to horizontal surfaces less than a depth of 2 inches, including the exterior surfaces of exposed reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft.= \$ _____ total.

50. Repair medium spalls to horizontal surfaces between a depth of 2 to 4 inches including entire surfaces of reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft.= \$ _____ total.

51. Repair large spalls to horizontal surfaces greater than 4 inches up to 6 inches including entire surfaces of reinforcing steel.
\$ _____ per square foot.

ESTIMATED SQUARE FEET: _____ X \$ _____ per sq.ft.= \$ _____ total.

52. Where crack issues are not the cause of spalling concrete, provide a linear foot price to mechanically rout and caulk cracks larger than 1/16" and fill with appropriate sealant for sealing from future moisture penetration.
\$ _____ per linear foot.

ESTIMATED LINEAL FEET: _____ X \$ _____ per lin./ft. = \$ _____ total.

53. Remove / replace evident Failed Sealants. _____ X \$ _____ per lin./ft.= \$ _____ total.

54. Post pocket repairs for stanchion posts 4 inches around Post down 2 inches deep. (Not including leading edge, if repair becomes a leading edge repair than use unit cost item No. 2, 3.)
\$ _____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post.= \$ _____ total.

55. DRILL AND FILL Posts, using current standard methods, with self-leveling sealant and install cant bead of polyurethane sealant around post at slab. For all stanchion posts throughout project.
\$ _____/per post

ESTIMATED POST _____ X \$ _____ per post. = \$ _____ total.

56. Re-fill stanchion posts with self-leveling polyurethane sealant.
\$ _____/per post.

ESTIMATED NUMBER OF REPAIRS _____ X \$ _____ per post. = \$ _____ total.

ESTIMATED REPAIR COST FOR BUILDING SPALL REPAIR	\$ _____
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ADDITIVE ITEM #3 EXTERIOR WESTSIDE \$ _____ HI State tax included

ESTIMATED REPAIR COST WESTSIDE SPALL REPAIR \$ _____ HI State tax included

TOTAL PAINTING AND SPALLING BID WESTSIDE \$ _____ HI State tax included
Include total for ADDITIVE Item #3 on page OF-14

*Note: Proposed concrete repair cost figures are "best guess" estimates established by the Contractors' visual inspections.

INSPECTION AND DOCUMENTATION

The Contractor will provide adequate documentation, in the form of photo images, diagrams, and/or illustrations including the actual measurements of all completed concrete repairs with each progress payment request.

During the course of their work, should the Painting Contractor uncover the existence of additional damaged concrete surfaces, they must immediately notify Darren Ebesutani with the proper documentation (e.g. photo image, repair size, etc.) and is not to proceed without approval. All additional work will be accomplished at the original unit repair costs.

ADDITIVE ITEM #4
EXTERIOR PREVIOUSLY PAINTED RAILING ENTIRE PROPERTY

Furnish all materials, labor, equipment required to complete all cleaning, surface preparation and field applications of painting on substrates as specified.

Include total for Additive Item No.#4 on page OF-14 \$ _____ HI State tax included

ADDITIVE ITEM #5
EXTERIOR PREVIOUSLY PAINTED RETAINER WALL

Furnish all materials, labor, equipment required to complete all cleaning, surface preparation and field applications of painting on substrates as specified.

Include total for Additive Item No.#5 on page OF-14 \$ _____ HI State tax included

ADDITIVE ITEM #6
INTERIOR LOBBY

Includes 100 sq.ft. of peeling paint

\$ _____ HI State tax included

Include total for ADDITIVE Item #6 on page OF-14

Unit price for peeling paint beyond the 100 sq.ft. _____ per sq. ft., tax included.

Duration of project _____ calendar days weather permitting not including spall repair work.

SUMMARY OF BIDS Inclusive of Hawaii State Excise Tax	
Total BASE Bid Northside	\$
Total Additive #1 Southside	\$
Total Additive #2 Eastside	\$
Total Additive #3 Westside	\$
Total Additive #4 Railings	\$
Total Additive #5 Retaining Wall	\$
Total Additive .#6 Interior Lobby	\$

Offeror Information:

Offeror (name of company): _____

Contact Person and Title:

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

Offeror _____

Name of Company

BID SECURITY, Required for this project. Mark the applicable box. State in words and numerals the Bid Bond dollar amount. See the Bidder's Instructions at the end of this section for additional information.

Enclosed with this BID FORM:

- | | |
|---|--|
| <input type="checkbox"/> Surety Bond (*4) | <input type="checkbox"/> Legal Tender (*5) |
| <input type="checkbox"/> Cashier's Check (*6) | <input type="checkbox"/> Certificate of Deposit (*6) |
| <input type="checkbox"/> Certified Check (*6) | <input type="checkbox"/> Official Check (*6) |
| <input type="checkbox"/> Share Certificate (*6) | <input type="checkbox"/> Teller's Check (*6) |
| <input type="checkbox"/> Treasurer's Check (*6) | |

BIDDER'S INSTRUCTIONS: * See below for footnotes.

(*4) Surety bond underwritten by a company licensed to issue bonds in this State (Note: Surety bond shall be substantially in the form of the sample in the Appendix to the Interim General Conditions);

(*5) Legal tender; or

(*6) A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

a. These instruments may be utilized only to a maximum of \$100,000.

b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

In the amount of:

_____ DOLLARS (\$_____)

(Bid Security shall be no less than 5% of the total lump sum base bid amount including alternates) as required by law.

Preferences

Bidder agrees that:

1. Preferences are considered in the evaluation of bids; however, the award of the contract will be in the amount of the bid offered exclusive of any preferences.
2. If granted Hawaii product or recycled product preference and awarded the contract, the Contractor must use the designated products in the work; otherwise, the Contractor may be in default of the contract.
3. If granted the Apprenticeship Agreement Preference and awarded the contract, the Contractor must, for the duration of the contract, certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.
4. Regardless of whether a bidder requests to use the recycled product preference or chooses any other preference, all bidders are required to complete the RECYCLED PRODUCT PREFERENCE article. Failure to complete this article is sufficient cause to reject the bid.

HAWAII PRODUCT PREFERENCE

Hawaii Product Preference applies to this project. Offerors shall indicate in the Hawaii Product Schedule below whether pre-approved Hawaii Products are offered. Offerors offering a Hawaii Product shall fill-in the quantity, unit measure, unit price and total price for the Hawaii Product they desire to be considered for preference. Products not pre-approved shall not be considered. Hawaii Products not meeting the requirements of the specifications shall not be considered.

Offerors selecting the Hawaii Product Preference may be required to submit additional information on the cost basis of their selected Hawaii Product Preference items when requested after the bid opening to verify cost of the Hawaii Products, including the computations for the estimated quantities, manufacturer's or supplier's quotations, and delivered material cost Free on Board (FOB) at the jobsite. The Hawaii Product Cost shall not include installation costs.

Hawaii Product Schedule

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

Hawaii Product Schedule for Alternate 1

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

Hawaii Product Schedule for Alternate 2

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

Hawaii Product Schedule for Alternate 3

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

RECYCLED PRODUCT PREFERENCE

This project allows a price preference for recycled products of at least 5 percent of the price of the item. Irrespective of choosing any other preference, bidder shall complete this Recycled Product Schedule; otherwise, the bid may be rejected. Bidder shall fill in the cost for either the recycled product or non-recycled product.

Recycled Product Schedule

DESCRIPTION	PERCENT	RECYCLED PRODUCT COST	NON-RECYCLED PRODUCT COST

APPRENTICESHIP AGREEMENT PREFERENCE

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §10355.6 (Act 17, SLH 2009) shall apply. Complete self-certification form below.

IMPORTANT: THIS SECTION MUST BE COMPLETED BY ALL BIDDERS REQUESTING THE APPRENTICESHIP PROGRAM PREFERENCE.

By submission of this offer, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by checking all applicable boxes below:

- | | |
|--|---|
| <input type="checkbox"/> Bricklayer/Mason | <input type="checkbox"/> Paving Equip Operator |
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Plasterer |
| <input type="checkbox"/> Cement Finisher | <input type="checkbox"/> Plumber |
| <input type="checkbox"/> Construction Craft Laborer | <input type="checkbox"/> Pointer/Caulker/Weatherproofer |
| <input type="checkbox"/> Construction Equip Operator | <input type="checkbox"/> Refrigeration/Air Conditioning |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Roofer |
| <input type="checkbox"/> Electrician | <input type="checkbox"/> Sheet Metal Worker |
| <input type="checkbox"/> Elevator Constructor | <input type="checkbox"/> Steamfitter/Welder |
| <input type="checkbox"/> Fire Sprinkler Fitter | <input type="checkbox"/> Stone Mason |
| <input type="checkbox"/> Floor Layer | <input type="checkbox"/> Taper |
| <input type="checkbox"/> Glazier Heat & Frost Asbestos Insulator | <input type="checkbox"/> Telecommunication/CATV |
| <input type="checkbox"/> Heavy Duty Repairman/Welder | <input type="checkbox"/> Tile Setter Installer Technician |
| <input type="checkbox"/> Ironworker | <input type="checkbox"/> Truck Operator |
| <input type="checkbox"/> Painter | |

The Contractor must submit a complete, valid Form1 for each apprenticeable trade indicated above to qualify for the preference.

BIDDERS'S QUALIFICATION FORM

Please complete this form as fully and explicitly as possible to facilitate evaluation of your firm. Use additional sheets and substantiating documents when necessary.

Exact Legal Name of Contractor: _____

_____ Street Address

_____ City State Zip Code

Subcontractor Name, if applicable: _____

_____ Street Address

_____ City State Zip Code

Subcontractor Name, if applicable: _____

_____ Street Address

_____ City State Zip Code

Subcontractor Name, if applicable: _____

_____ Street Address

_____ City State Zip Code

Contact Person Name: _____ Cell No.: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

Experience and/or Qualifications:

1. Be a licensed contractor with the State of Hawaii possessing a Class "B" general building contractor license.

Contractor License Number: _____
License Number

2. Provide services in accordance with applicable State and county building codes in the State of Hawaii.

Offeror: _____
Company Name

References:

Offeror shall list at least three (3) references for whom Offeror has or is performing similar services. The State reserves the right to reject an offer submitted by any Offeror whose performance on other jobs for this type of service has been proven unsatisfactory.

Customer Name	Address	Contact Person	Telephone
1.			
2.			
3.			

Offeror: _____
Company Name

**WAGE CERTIFICATE
FOR CONSTRUCTION CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-SLD-ADMIN-25-008

Title of IFB: Mold remediation in the Kamaule'ule' Building located at 2725 Waimano Home Road, Pearl City, HI 96782 for the Department of Health, State Laboratories 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 103-55.5, HRS.

Offeror: _____

Signature: _____

Title: _____

Date: _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. “Contract” means contracts for construction under 103D, HRS.
 - b. “Contractor” has the same meaning as in Section 103D-104, HRS, provided that “contractor” includes a subcontractor where applicable.
 - c. “Construction” has the same meaning as in Section 103D-104, HRS.
 - d. “General Contractor” means any person having a construction contract with a governmental body.
 - e. “Procurement Officer” has the same meaning as in Section 103D-104, HRS.
 - f. “Resident” means a person who is physically present in the State of Hawai‘i at the time the person claims to have established the person’s domicile in the State of Hawai‘i and shows the person’s intent is to make Hawai‘i the person’s primary residence.
 - g. “Shortage trade” means a construction trade in which there is a shortage of Hawai‘i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011–Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai‘i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai‘i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
_____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION

SECTION III
RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision in the Special Conditions section herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

Reference: _____
(Contract Number)

SLD-CS-25-008
(IFB Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION IV

SCOPE OF WORK

This Document covers the cleaning, surface preparation, surface repair, and repainting of exterior surfaces at the premises noted above. Surfaces not scheduled for treatment, will be specifically and categorically excluded in this Document. Surfaces not specifically noted, but reasonably concluded as within the intent and scope of this work will be considered for appropriate treatment, subject to approval by the State Laboratories Division.

The intent of this Document is to provide for the painting of selected exterior surfaces to achieve aesthetic, protective and corrosion resistant features.

The Painting Contractor is required to furnish all material, labor, and equipment necessary to complete all surface cleaning, preparation, patching, repair, sealing, priming and finishing as prescribed in this document.

This project consists of the complete exterior repainting, of this 3-story, building built in 1995.

WORKMANSHIP

The Contractor must perform all of their functions and activities in compliance with established industry practices and in a manner to produce finished work of first-class appearance and durability. Workers on the project must be skillful and experienced in the job functions they perform.

Materials applied must be well adhered, properly feathered, with the proper opacity and film thickness, without runs, sags, holidays, pinholes, skips, unacceptable stroke marks or other defects as reasonable within industry standards. Paint coatings will be cut-in neatly around all edges, trim and other areas of demarcation.

Spray applied finishes must be uniform in appearance with no streaks or lap lines. Paint coatings must be rolled and dressed down in one direction if needed to achieve uniformity in thickness and appearance.

All Contractor activities must be performed in suitable weather conditions that allow for the production of first-class work.

All material applications and surface preparations must be performed in strict compliance to the material manufacturer's recommendations and these Documents provisions, except where field conditions suggest or dictate otherwise.

Articles (e.g., light fixtures, building signs, attachment hardware, miscellaneous appurtenances, etc.) removed by the Painting Contractor during his work process, will be properly replaced in its original position and condition once work in that area is completed.

Pre-Bid Meeting

Prospective Offerors invited to a pre-bid meeting and inspection of the premises on January 7,

2025 at 10 am. ALTHOUGH NOT MANDATORY, OFFERORS ARE STRONGLY RECOMMENDED ATTEND TO FULLY UNDERSTAND THE CONDITION OF THE BUILDING AND THE WORK THAT IS REQUIRED.

Please indicate your intention to attend the pre-bid meeting on HIEPRO. All inquiries regarding any item in this IFB shall be submitted on HIEPRO by January 13, 2025. Responses to the questions shall be posted on January 15, 2025

Regardless of attended at the pre-bid meeting, submittal of a bid shall constitute acknowledgment and acceptance of this specification and any clarifications and addendums made to this solicitation.

SUBMITTALS

- A Product Data: Manufacturer's data sheets on each paint and coating product should include:
- 1 Product characteristics
 - 2 Surface preparation instructions and recommendations
 - 3 Primer requirements and finish specification
 - 4 Storage and handling requirements and recommendations
 - 5 Application methods
 - 6 Clean-up Information
- B Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- C Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- D. WAGE CERTIFICATION.
Offerors shall complete and submit a Wage Certification Form, by which the Offeror certifies that services required will be performed pursuant to HRS §103-55.
- E. Reference List
Offeror shall provide 3 references to accompany the Bid Offer on a separate page. Reference List shall include the following information:
1. IFB No.: SLD-ADMIN-25-008
 2. Name, Address and Contact Information of Offeror
 3. Name of Referral
 4. Contact Name and contact information for the referral

MOCK-UP

Include a mock-up if the offeror determines one is necessary based on project size and/or

concerns with that impact the quality of the work.. Below is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.

- A. Finish surfaces for verification of products, colors, & sheens.
- B. Provide samples that designate prime & finish coats.
- C. Do not proceed with remaining work until the STATE approves the mock-up samples.
- D. Proposed changes to existing colors or schemes typically result in additional coats being required to provide a finish with proper hide, uniformity and color representation. Prior to starting the project, a “mock up” of the selected color scheme can help to determine the number of coats required to attain satisfactory results. It is highly suggested that the Contractor with the awarded bid ‘test’ an inconspicuous 2’x2’ area to ensure opacity of each specified product & system prior to starting the entire job; therefore, clarifying any issues with coverage, etc.

LOGISTICS (DELIVERY, STORAGE, PROTECTION, CLEAN UP)

To mitigate interruptions, the Contractor is required to:

1. Coordinate an acceptable work plan with the Stephen Schanzenbach, SLD Building Manager, prior to starting the project; in a ‘pre-construction’ meeting.
2. Provide a written schedule to the owner, project manager, the proposed start date, completion date, and anticipated rate of progression.
3. Provide proper warnings and notifications for the SLD staff etc.; Note: Any requests made to (residents, tenants or others); such as the removal of furniture, personal property, equipment, vehicles, or the cutting back of foliage, etc. shall be made in a timely manner (usually 48 hours).
4. Arrange with the Stephen Schanzenbach, SLD Building Manager, for the storage of materials; including equipment and debris. Store all materials in assigned areas, or remove them daily if storage is not allowed.
5. Remove all drips and spatters daily and leave work area clean and orderly.
6. Protect against damage to all persons, surfaces and objects, including but not limited to, plants and animals, whether or not they belong to the STATE.
7. All vehicles in areas that may be potentially over-sprayed must be fully shrouded, or covered.
8. Take reasonable steps to protect work in progress from damage using the appropriate barricades, coverings, ropes, posts, signs, and other necessary equipment. The Contractor is liable for any repairs to areas damaged due to the Contractor’s negligence.
9. Remove any barricades, ropes, posts, signs, and other equipment, when coated surfaces are sufficiently cured and appropriate work completed.
10. Include provisions for any systems to be utilized on the project (e.g., scaffolds, hoists, mechanical lifts, barricades, covered walkways, and trash containers)

11. Vacate the premises without damaging any property. Damages incurred as a direct result of the Contractor's actions must be repaired to the STATE's satisfaction.

NOISE, SAFETY, ENVIRONMENTAL AND BUILDING CODES

1. The use of noisy equipment may only be conducted with the approval of the State Laboratory Division's Building Manager
2. The operation of noisy equipment is limited to normal working hours unless otherwise agreed upon before job commencement.
3. The Contractor will perform its functions keeping the safety of employees and others as the most important consideration. Every effort must be made to protect people and property during the course of work.
4. The Contractor will conduct their activities in compliance to all current environmental, safety, fire, and building codes, laws and regulations.
5. The Contractor will conduct all required city, county, and state environmental regulatory tests such as lead and asbestos.
6. The Contractor will report findings of the aforementioned test to Stephen Schanzenbach in a timely manner and prior to the first billing (notwithstanding down payments or deposits).

LICENSE, INSURANCE

1. The Contractor must possess a minimum of a valid, State of Hawaii, C-33 AND C314 License for Painting..
2. The Contractor shall obtain, at his own expense, all permits, licenses, and inspections and shall comply with all applicable laws, codes, and ordinances.

INSPECTION, ACCEPTANCE AND FINAL PAYMENT

1. The Contractor's work efforts are subject to inspection and approval by the STATE. Accordingly, the Contractor will allow them unrestricted access to inspect the work effort and give feedback, offer suggestions or make recommendations.
2. Any work performed by the Contractor that fails to comply with the intent and written requirements of this Document must be properly corrected to meet quality standards and satisfy compliance.
3. After satisfactorily completing all the required provisions and subsequent approval granted by the STATE the project is considered complete, subject to the terms of any guarantees and approved for final payment.

QUALITY, COST, PERFORMANCE ASSURANCE

The Contractor may request additional information or details from the State Laboratories Building Manager to clarify and resolve any questions or uncertainties they may have regarding the provisions and requirements in this solicitation.

Submittal of a bid or proposal by the Contractor constitutes acknowledgment and acceptance of this solicitation in its entirety, unless so noted in the proposal.

The Painting Contractor is completely responsible for the quality of his work and should not commence any phase of work until satisfied that all surfaces scheduled for treatment are in appropriate and acceptable condition.

Upon inspection, should the Painting Contractor determine the existence of defective or sub-standard surface conditions, Contractor shall immediately notify Stephen Schazenbach, in writing, and is not to proceed until proper corrective measures have been implemented.

GUARANTEE

The Painting Contractor will guarantee that all work performed, conforms to the provisions in this solicitation and is free of any defect in materials used and workmanship performed for a period of two (2) years from the project completion date. Any such defects discovered during that period will be promptly ameliorated by the Painting Contractor at no cost to the STATE.

COLORS

All finishes, unless otherwise described, will coat to an opaque cover. All primers shall be purchased solely for this specified job and shall not be left over materials from other projects. All primers shall match the intent of this job and shall be in new unmodified containers from the manufacturer. All containers must be stored in temperatures, which comply with product data sheet storage recommendations.

The prescribed number of coats involves matching STATE approved paint colors and schemes. Contractor shall use due diligence in the utilization of all primers/undercoats which promote topcoat opacity as indicated in these specifications; moreover, **the Contractor shall use the precise color(s) that will perform optimally for primers & topcoats as herein specified and will not deviate from such specifications.** In the event the Contractor determines more optimal color(s) for primers and topcoats that differ from these specifications, the Contractor must first obtain the prior review and written approval from the STATE before proceeding with the entire paint job. Given the aforementioned, the Contractor shall utilize at its discretion, when the use of Sherwin-Williams Company or (universal) tint system will promote opacity.

The finished paint color(s) will be the same as the existing paint color(s) on the building.

After contract award, any revisions to established color schemes that necessitate additional coats or additional labor by the contractor are considered "extra work". Under these circumstances, a written "work change order" by the STATE confirming their approval and acceptance of the additional work and expense must be issued before the Contractor can proceed and receive just compensation.

PRODUCTS SPECIFIED

1. Unless otherwise noted, all materials scheduled for use on this project shall be the products of Sherwin-Williams™ Paint Stores and must be purchased through a Sherwin-Williams store location. Paint purchased at other retailers regardless of similarities may void warranties and is not permitted within this specification or scope of work. Products specified herein establish the desired type, quality and standard of materials to be applied to surfaces scheduled for treatment.
2. All materials used on this project must be in the manufacturer's original containers, unopened, with the original labels intact, defining the enclosed product. Using 'left-over' paints, primers, or coatings from previous projects shall not be permitted within this scope of work.

CLEANING OF EXISTING SURFACES

1. All surfaces must be made free of contamination (e.g., dust, dirt, chalk, soot, salt spray, grease, oil, wax, and mildew) that may adversely affect the adhesion of scheduled primers, sealants, patching compounds, paints, coatings. Utilize the appropriate solvent/detergent solution to clean, remove, or neutralize surfaces so that they may readily receive repair, sealing and coating materials.
2. Treat and wash down mildew-contaminated surfaces as follows:
 1. Clean with 10% Bleach (sodium hypochlorite) and 90% water as per manufacturer's instructions
 2. If necessary, scrub surfaces to remove mildew and dirt.
 3. Work from top to bottom.
 4. Rinse with clean, fresh water and allow surfaces to dry thoroughly before proceeding.
 5. Repeat above process several times if necessary, to insure removal of all mildew and or any other contamination.
3. **Wherever possible, pressure wash these areas. Typical pressure application for most surfaces is >1800- 2000 pounds per square inch or PSI; this pressure setting may vary depending on the surface/substrate to which is being washed. Where pressure washing is not possible, practical, or legal, hand wash with detergent and water, sponge, or broom clean these areas. In addition to hand washing if chalking still exists contractor shall notify Stephen Schanzebach without delay. It is the Contractors' responsibility to determine if the surface/substrate is in sound condition prior to commencing any work; including, but not limited to: washing, prepping, painting, coating, or staining any surface/substrate.**
4. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, ALL surface contamination such as oil, grease, loose and marginally adhering paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar,

efflorescence and sealers must be removed to assure sound bonding to the tightly adhering existing paint. In addition, glossy surfaces of old paint films must be cleaned and dulled before repainting. Spot prime all bare areas with the appropriate primer.

5. Recognize that any surface preparation short of total removal of the old coatings may compromise the service length of the system. Always check for compatibility of the previously painted surface with the new coating by applying a test patch of 2 -3 square feet. Allow to dry thoroughly for a minimum of 7 days, and check adhesion.

ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS ON LEAD

1. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children.
2. **LEAD STATEMENT WARNING!** Removal of old paint by sanding, scraping or other means may Generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. If buildings were built before 1978, all contractors need to follow the Renovation, Repair, and Painting (RRP) EPA ruling. Contractors need to be Certified Renovators and need to practice lead-safe work practices during renovations.
3. For more information about lead paint please visit the EPA website at <http://www.epa.gov/lead/pubs/renovation.htm#requirements>
4. Repeat above the process to clean surfaces several times if necessary, to insure removal of all mildew and or any other contamination.

SURFACE PREPARATION - ALL SURFACES

1. After surfaces are cleaned and allowed to dry, remove any remaining loose or peeling paint by using hand tools or power tools in accordance with SSPC-SP2 (Hand Tool Cleaning) and SSPS-SP3 (Power Tool Cleaning) Methods. Feather-sand all repair edges and dust clean.
2. Excavate blisters in existing paint film, feather-sand edges and dust clean.
3. Scuff-sand glossy areas scheduled for painting to insure proper adhesion, use TSP solution where reasonable.

Surface Preparation: Concrete/Masonry/Plaster/Stucco Surfaces:

1. Requirements for concrete restoration of post-tension concrete systems shall be performed by CONTRACTOR or Subcontractor concrete restoration contractors that are experienced in this type of work.
2. Remove efflorescence from concrete/masonry surfaces by wire brushing, then neutralize with

a 10% hydrochloric (muriatic) acid and water solution to remove any remaining traces as described in ASTM D 4260.

3. Rinse with clean, fresh water until surface pH is neutral and contaminants completely removed.
4. Repair minor spalls, chips, holes, or broken concrete/masonry and deteriorated or defective concrete patches and repairs as follows:
5. Excavate and remove all faulty and deteriorated material to achieve a sound substrate.
6. Clean the repair area and adjacent surfaces of any dust and residual particles.
7. Repair cavity using a cementitious patching compound, approved by the STATE, such as CONFLEX FLEXIBLE CONCRETE WATERPROOFER CF14 SERIES per manufacturer's printed instructions.
8. After properly cured, feather repairs to match the profile, texture and appearance of surrounding surfaces.
9. Prior to priming and finishing as prescribed in the following pages, pre-prime completed repairs with the appropriate primer specified as described in the following pages.

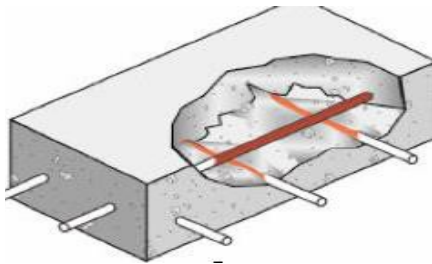
*****Note*****

Painting over repairs using cement washes or spall repair mortars need to be tested for adequate adhesion prior to full scale painting. This is especially important with repair products that recommend acrylic adhesive additives. The full paint system must be applied to the repaired area a minimum of seven (7) days after the repair and be allowed to cure for a minimum of seven (7) days. If the system fails the adhesion test an additional spot prime or application of a surface conditioner may be needed.

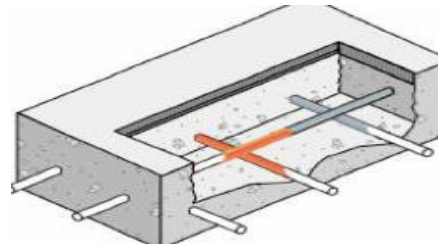
Spalls with exposed rebar or attachment/anchoring hardware:

1. Excavate and remove all loose and damaged material from repair area and exposed rebar to achieve a sound substrate.
2. Remove loose or flaking rust from exposed rebars using hand or power tools in accordance with SSPC-SP2 (Hand Tool Cleaning) and SSPS-SP3 (Power Tool Cleaning) methods.
3. Dust-clean and solvent-wipe to remove residual dust, concrete chips, rust fragments, and other debris.
4. Coat the rebar and all repair areas with Macropoxy 920 Pre-Prime Penetrating Epoxy Sealer or CorrVerter Rust Primer and allow to cure overnight.
5. Repair cavity using an approved cementitious patching compound by CONFLEX FLEXIBLE CONCRETE WATERPROOFER CF14 SERIES per manufacturers' instructions and recommendations.
6. After properly cured, feather repairs to match the profile, texture and appearance of surrounding surfaces.

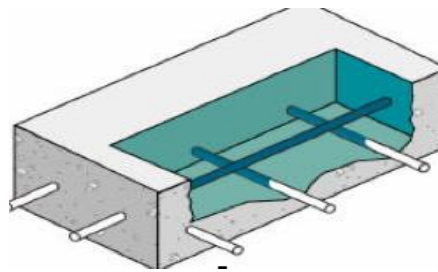
- Prior to priming and finishing as prescribed in the following pages, spot prime completed repairs with the appropriate primer specified herein.



1. Expose spall



2. Saw cut around perimeter

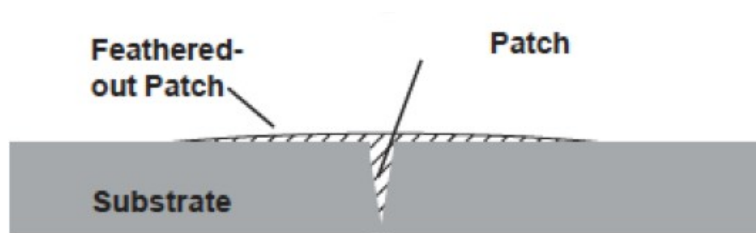


3. Coat with appropriate rebar coating.

Seal cracks in concrete/masonry/plaster/stucco surfaces as follows:

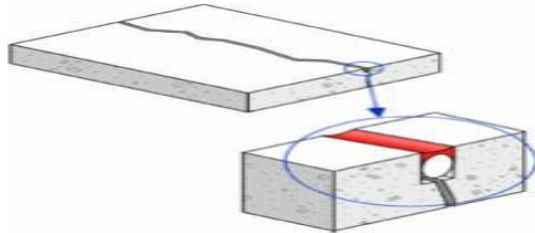
- Fill hairline cracks up to 1/32" in concrete/masonry wall elevations with a premium knife-grade, smooth elastomeric patching compound (or 2 coats elastomeric CONFLEX FLEXIBLE CONCRETE WATERPROOFER CF14 SERIES>in DFT to patching compound). With a wet putty knife, work the material into the crack with a 1/16" build-up at the center. Taper the sealant 1" to 2" outward on either side to match adjoining surface texture and appearance.

|----- min. 2"-----|
Elastomeric Patching Compound



- Seal larger cracks by filling the joint with a premium quality, smooth elastomeric, and knife-grade patching compound. Apply generously with a 1/16" build-up at the crack's center to allow for shrinkage. Allow 3 - 4 hours cure time before applying another coat of smooth knife-grade elastomeric patching compound (1/16" min wet film thickness) over the center of the crack and feathered outward to either side over a 2" area to match adjoining surface profile and appearance.

3. Cracks larger than 1/8" and expansion joints shall be raked out or saw-cut to expose the cavity. A closed cell neoprene backer rod shall then be installed to serve as a bond breaker before filling the joint with a premium grade polyurethane sealant. Install joint sealant material according to manufacturer's recommendation. Dry tool sealant so as to ensure proper adhesion to the crack sidewalls. Do not use soaps or solvents when tooling the sealant.



BACKER ROD

Repair of major spalls on load-bearing, broad wall, and/or structurally significant surfaces:

1. Recommendations regarding repair methods and/or systems for these areas require the services of a structural engineer; as this is not our area of expertise.
2. These repairs should be completed by a qualified, experienced, and licensed masonry contractor; either under a separate contract or utilized as a sub contractor.
3. Each spall needs to be documented and numbered as an exhibit with a before and after photograph illustrating the repair and need for such repair.

Surface Preparation - Metal Surfaces:

1. Remove all loose corrosion and oxidation from metal surfaces scheduled for painting using hand tools or power tools in accordance with SSPC-SP2 (Hand Tool Cleaning) and SSPS-SP3 (Power Tool Cleaning) Methods. Be aware of rusted areas under painted surfaces.
2. Pre-treat rusted and corroded areas with PROLINE 801 OR RUST DESTROYER treatment Solution or approved equal to neutralize and inhibit further corrosion before priming and finishing as specified in the painting schedule.

Note: Apply pretreatment on cleaned metal surfaces immediately after surface preparation to minimize "flash rusting".

Surface Preparation – Composition/ Wood Surfaces:

1. Remove any loose, flaking, or peeling paint by scraping, sanding, or wire brushing with hand tools in accordance with SSPC-SP2 (Hand Tool Cleaning Method) or with power grinders, sanders, in accordance with SSPS-SP3 (Power Tool Cleaning Method). Feather-sand all repair edges and dust clean.

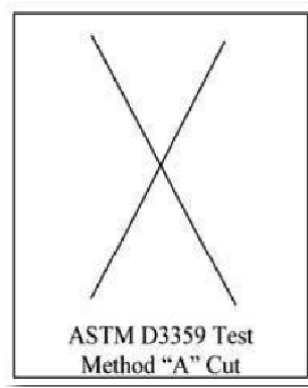
2. Wire brush any rusting nail heads to remove loose oxidation and pretreat with PROLINE 801 OR RUST DESTROYER PRIMER to neutralize rust before priming and finishing as prescribed in the PAINTING SCHEDULE.
3. Remove deteriorated patching from smooth-finished wood trim surfaces and re-patch with a premium grade exterior putty or spackle such as Crawford's Putty and Spackle.
4. For larger repairs use 3M HIGH STRENGTH LARGE HOLE REPAIR or BONDRO. Feather-sand all repair areas to match adjacent surface texture and appearance.
5. Wash all exterior wood surfaces including, but not limited to: eaves, rafter/tails, soffits, body/walls, garage doors, fascia, trim; all other areas that may have dirt, mildew, algae, or surface contaminants must be washed with bleach and high-pressure water as outlined in the mildew section.

Note: The repair of dry-rotted, delaminating, moisture or termite-damaged wood or compositional wood surfaces and the treatment of nails rendered ineffective or untreatable due to extensive corrosion is not included in the scope of work. Repair to these areas shall be completed prior to repainting by a qualified and licensed carpenter and brought to the attention of the project manager immediately.

Adhesion Tests

1. In accordance with ASTM D3359 Adhesion Tape Test, the contractor shall utilize ASTM D 3359 "A" or "B" on each substrate prior to applying any (new) coating.
2. All prior coatings must be proven in 'sound' condition via adhesion test prior to top coating, and contractor will test all aged coatings on different substrate at various areas of the property prior to top- coating according to ASTM D3359.
3. Copies of Adhesion test results shall be delivered to specifier and project manager immediately upon obtaining results.
4. All Passed or Failed adhesion tests shall be:
 - a. Recorded immediately,
 - b. Photographed and itemized,
 - c. Brought to the attention of Stephen Schanzenbach without delay,
 - d. Further actions may be taken by either party to satisfy quality standards are met at this time;
 - e. And/or change orders may take place at this time, as failures may cause changes in labor and/or scheduling that may not have been accounted for within the original contract.
5. In reference to the tape used to conduct the test, the standard states the following four criteria:
 1. 2.5 cm (1.0 in.)
 2. Semitransparent
 3. Pressure sensitive
 4. Agreed upon by the materials supplier and the user

Example of accepted ASTM D3359 Method "A"



Repair areas where existing coatings have failed adhesion tests and are peeling and/or blistering as follows:

1. Remove all peeling or blistered paint until remaining coatings are tight and firmly adhered.
2. Clean all areas exposed by the removal process and ensure that surfaces are clean, dry and dull to allow for proper adhesion of scheduled primers, patching & repair compounds, coatings, etc.
3. Spot prime repaired areas with appropriate primer as noted in the PAINTING SCHEDULE.
4. Be sure to mound all patch and repair compounds to allow for shrinkage and feather 2" to 3" outward.

Note: Be aware that some repairs areas may be of considerable depth. Allow for appropriate fills and additional curing time for materials.

After contract award and initial performance of adhesion tests, any defective or flawed conditions in existing coatings uncovered through the Contractor's performance of his surface cleaning and preparation work process will be considered extra work. Therefore, a written "WORK CHANGE ORDER REQUEST" (including documentation using photographs and/or diagrams to illustrate the scope of each discovered incidence) will then be submitted by the Contractor to Stephen Schanzebach for approval and acceptance of the additional work and expense before proceeding with the necessary remedial work to defective areas.

Any adjustments made will be based on the rate submitted on the bid proposal form.

SEALANT AND COATING APPLICATION

Inspect and remove any deteriorated, defective and/or brittle caulking and sealants from around window & doorframes, wall fixtures, flashing, trim, attachment hardware, wall appurtenances, cold joints and junctures of dissimilar substrates (e.g.. wood to metal, concrete to wood).

Use premium Loxon H1 or approved equal for large cracks or for routing and sealing. For drill and filling of stanchion posts, use self-leveling polyurethane sealant Loxon SL1 or approved equal.

For all other smaller joint application use Sher-Max or WL Pristine. (Use this if on wood townhomes for example)

Use Sher-Max Urethanized Sealant For use on: crown molding, wood trim, chimneys, doors, ducts, windows, masonry, siding board and most exterior sealing. • Excellent for high movement/high stress areas • Urethanized for superior adhesion • 70% total joint movement

Properly prepare these surfaces to receive new sealants as follows:

1. Clean, pre-treat and spot prime all bare, distressed, or repaired areas prior to any sealant application.
2. Solvent wipe metal surfaces before any sealant application, where applicable.
3. Apply a continuous liberal bead (minimum ½") of a premium grade Urethane Sealant at all concrete/masonry wall/floor joints and around all wall penetrations such as light fixtures, pipes, conduits, panels, and junction boxes, including any attachment or anchoring hardware, wherever necessary. Use Loxon H1 or approved equal.
4. Seal and caulk any unsealed opening, void or construction joint with a premium sealant
5. Seal any undesirable open space or cavity that present an entry point for moisture.
6. Feather all sealants to match adjoining surface texture and appearance.
7. Sealant and caulking materials will be of the color which best blends in, unless otherwise specified.
8. All manufacturers recommended drying and curing periods for sealants, repair materials and coatings must be strictly observed and employed.
9. Avoid painting in direct sunlight.
10. Check substrates for moisture content and pH levels. Do not paint unless moisture and pH levels are acceptable and within industry standards.

SECTION V SPECIAL CONDITIONS

INTRODUCTION

The State of Hawaii, Department of Health, State Laboratory Division, is seeking offers for an experienced, skilled and qualified Building Maintenance Technician for the State Laboratories Division, Hawaii Department of Health located at 2725 Waimano Home Road, Pearl City, Hawaii 96782, pursuant to HRS chapter 103D, all in accordance with the Specifications, Special Conditions, and General Conditions of this IFB No. SLD-EHASB-23-006.

AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

TERM OF CONTRACT

The Contractor shall enter into the State's Contract for an experienced, skilled and qualified Building Maintenance Technician, State Laboratories Division, Hawaii Department of Health located at 2725 Waimano Home Road, Pearl City, Hawaii 96782 for a Fourteen (14) month period commencing from the effective date of the State's Contract or official date on the Notice to Proceed but no earlier than April 1, 2025.

All contracted work must be completed by the end date of the contract.

The Contract may be extended provided that the price shall remain the same or is adjusted per the Price Adjustment provision stated herein.

The STATE may terminate the extended agreement at any time in accordance with General Conditions no. 14.

RESPONSIBILITY OF OFFEROR

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the

contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the offeror prior to award, directly or indirectly, to any other Offeror prior to the award of the contract.
3. 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 for the purpose of restricting competition.

OFFER PREPARATION

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

The authorizing signature on the first page of the Offer Form may be signed with an e-signature or a photocopied ink signature. If the first page of the Offer Form is unsigned or the affixed signature is a facsimile, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Bid price shall be all inclusive, and include, but not be limited to, all applicable taxes and expenses incurred to provide services specified herein.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of

general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

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

References. Offeror shall list as references companies for whom Offeror has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The STATE reserves the right to contact the references to inquire about Offeror's past performance. See Bid Offer Form page OF-3

Confidential Information.

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

ELECTRONIC SUBMISSION OF OFFER

The offer shall be submitted and received electronically through the HlePRO. This electronically submitted offer shall be considered the original. Any original offers received outside of the HlePRO, including faxed, hand delivered, or e-mailed offers, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.

HlePRO Special Instructions. Offeror shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.

Offerors are advised to not wait until the last minute to submit their offer on HlePRO. Offerors should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.

The submission of an offer shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

There is no cost for vendors to register or to submit quotes or bids. However, upon award, the awarded vendor must pay NIC Hawaii 0.75% of the original awarded amount, capped at \$5,000, within 30 days. When the vendor receives a notice of award in HlePRO, HlePRO will automatically generate an invoice to the vendor. The vendor will have 30 days to pay NIC Hawaii. Online payments are available in the application at

<https://hiepro.ehawaii.gov/payment.html>

Bid Security: Bid Security is required and must be in an amount equal to 5% of the total bid inclusive of all alternates. Bid security submittal shall be as follows:

- a. Photocopy of the bid security shall be submitted with the bid documents on HlePRO.
- b. Original bid security shall be delivered within 72 hours of date/time bids are due to:

Attn: Darren Ebesutani
State Laboratories Division
2725 Waimano Home Road
Pearl City, Hawaii 96782

- c. Bidder bears the whole and exclusive responsibility assuring the bid security is received by the purchasing agency. If bid security is not received within 72 hours of date/time bids are due, bid will not be considered for award of a contract resulting from this IFB.
- d. Bid security will be returned to the bidder upon execution of contract resulting from this IFB or at such time it is determined that no contract will be awarded from this IFB.

FORMAT INSTRUCTIONS FOR SUBMITTING OFFER ON HlePRO

- 1 Format. Offers shall be submitted as attachments on HlePRO.
- 2 Proprietary/Confidential Information. Proprietary information, if any, shall be contained in a separate file that is clearly identified as proprietary/confidential information.

MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 1 The Offeror may modify or withdraw an offer before the due date and time.
- 2 Any change, addition, deletion of attachment(s) of an offer may be made prior to the deadline for submittal of offers in the electronic system.

AWARD OF CONTRACT

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

Responsibility of Lowest Responsive Offeror. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the State prior to award, the lowest responsive and responsible Offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the State.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the State. However, the tax clearance certificate shall be submitted to the State.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the State. A photocopy of the certificate is acceptable to the State.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the State.

The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to the State. However, the certificate shall be submitted to the State.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the State. A photocopy of the certificate is acceptable to the State.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To

register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Offeror is required to submit a tax clearance certificate for final payment on the contract. 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.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS menu.

Hawaii Compliance Express. Alternatively, instead of separately applying for these certificates at the various state agencies, 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 current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that Offeror's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Offerors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Offerors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offers, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer.

If the option(s) to extend are mutually agreed upon, Offeror shall be required to execute a

supplement or modification to the contract.

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

Bond Requirements

Performance and Payment Bonds shall be required for Contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:

- a. Surety bonds underwritten by a company licensed to issue bonds in this State; or
- b. A certificate of deposit; credit union share certificated; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - i. These instruments may be utilized only up to a maximum of \$100,000 (one hundred thousand dollars).
 - ii. If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
- c. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be cancelled, and award of the contract shall be made to the next lowest responsible and responsive Bidder.

INSPECTION

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Offeror in accordance with terms of this bid proposal.

INVOICING AND PAYMENT

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

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

Department of Health
State Laboratories Division
Environmental Health Analytical Services Branch

2725 Waimano Home Rd.
Pearl City, HI 96782

The Offeror can also submit invoices electronically to the email address of the Procurement Officer: Darren.ebesutani@doh.hawaii.gov

Invoice shall reference both the contract number and the contract 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. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS menu. Alternatively, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

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

LIABILITY INSURANCE

The Offeror shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Offeror 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 Offeror providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Offeror 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 Offeror's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Offeror, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance	\$1,000,000 per

accident And Liability Policies

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Department of Health, State Laboratories Division (SLD), 2725 Waimano Home Road, Pearl City , Hawaii, 96782-1496"
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 Offeror's execution of the contract, the Offeror agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Offeror 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 Offeror.

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

SUBCONTRACTORS

The Offeror shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Offeror, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Offeror is insufficient for said purpose, the Offeror shall pay the difference upon demand by the State.

The State may also utilize all other remedies provided by law.

NO MULTIPLE OR ALTERNATE OFFERS

Multiple or alternate offers from the same Offeror will not be accepted. 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, than 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.

PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

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://www.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, State of Hawaii, Department of Health, State Laboratories Division, State Laboratory Facility, 2725 Waimano Home Road, Room 3216, Pearl City, Hawaii 96782.

Apprenticeship Agreement

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes § 103-55.6 (ACT 17, SLH 2009) shall apply.

- a. Any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
 - i. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - ii. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - iii. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
- b. Self-Certification. A bidder seeking the preference must identify each apprenticeable trade the bidder will employ to perform the work by completing the self-certification in the solicitation, offer and contract form. "Apprenticeable trade" shall have

the same meaning as “apprenticeable occupation” pursuant to Hawaii Administrative Rules (HAR) §12-30-5.

c. The certification of bidder’s participation (Form 1)

i. The Certification of Bidder’s Participation (Form 1) shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. “Sponsor” means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.

ii. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.

iii. The completed Certification of Bidder’s Participation -Form 1 for each trade must be submitted with the bid. A facsimile or copy is acceptable to be submitted with the bid, however the signed original must be submitted within five (5) working days of the bid open date. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

iv. When filling out the Certification of Bidder’s Participation (Form 1), the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. “Registered apprenticeship program” means a construction trade program approved by and registered with the DLIR pursuant to HAR §12-30-1 and §12-30-4.

v. The Certification of Bidder’s Participation (Form 1) and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/files/2012/12/Form-1-Certification-of-Bidders-Participation.pdf>

d. Upon receiving the Self Certification and Certification of Bidder’s Participation Form 1, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.

e. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder’s bid amount by five (5) percent for evaluation purposes.

Hawaii Product Preference

The Hawaii products preference pursuant to ACT 175, SLH 2009 may be applicable for items of this solicitation. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a Certification for Hawaii Product Preference (form SPO-38) to: Attn: Marion Wong, State of Hawaii Department of Health, State Laboratories Division, 2725

Waimano Home Road, Pearl City, HI 96782. The submittal must be received by 2:00 p.m. on May 26. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on 'For Vendors'; and select 'Hawaii Product Preferences'.

- a. In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form.
- b. The Hawaii products list is available on the SPO webpage at <http://spo.hawaii.gov>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view.
- c. Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.
- d. Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, Certification for Hawaii Product Preference and submit to the Procurement Officer, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-38 is available on the SPO webpage at <http://spo.hawaii.gov> under the "Quicklinks" menu; click on 'Forms for Vendors, Contractors, and Service Providers'.
- e. When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.
- f. Change in availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes

Recycled Product Preference

If applicable to this project, a recycled product preference of at least 5 percent of the price of the item is available. All bidders, either proposing or not proposing to use the recycled product preference shall complete the "Recycled Product Schedule". If choosing to use a recycled product, enter the respective costs for the recycled product; otherwise, enter the cost for the non-recycled product. Make sure a cost is entered for each listed product. Each product cost shall be complete, including jobsite delivery and applicable taxes.

- a. For each recycled product the bidder chooses to use, the bidder shall include in its bid package the complete "Certification of Recycled Content Form" (SPO-Form 8) along with all supporting information.
- b. The "Recycled Product Schedule" shows the percent preference used for each listed recycled product.

Other Requirements

For all bids, the bidder must not be in violation Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and he/she must certify that the price(s) submitted are independently arrived at without collusion.

For bids in excess of \$100K, bidders must also provide a certification that a project specific, written Health and Safety plan for the job will be available and implemented by the notice to proceed date of the project.

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

Employment of State Residents on Construction Procurement Contracts

- a. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

"Contract" means contracts for construction under 103D, HRS.

"Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

"Construction" has the same meaning as in Section 103D-104, HRS.

"General Contractor" means any person having a construction contract with a governmental body.

"Procurement Officer" has the same meaning as in Section 103D-104, HRS.

"Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

"Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

- b. HRS Chapter 103B as amended by Act 192, SLH 2011-Employment of State Residents Requirements:

- i. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80 % requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.
- ii. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- iii. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- iv. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- v. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
- vi. Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
- vii. The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
- viii. In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the

end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

c. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

i. With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.

ii. Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.

SECTION VI

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the Contractor is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the States have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR 'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section I03D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section IOJD-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer {CPO} as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. 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, cost, and expense, including all attorneys' 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.
 8. Cost of Litigation. In case the STATE shall, without any fault It on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section I 030-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period

not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer 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 procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, design, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph I 4d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has tiled a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph I4d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph I4d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph I4d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of

supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph ISa(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines.

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
17. Payment Procedures: Final Payment: Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
 - b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
 - c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

- (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made, and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
- g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
- h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
- i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment I);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or

in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, condition, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
 - a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

 - (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or
 - (3) Account number, credit or debit card number, access code, or password that would permit

access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract, which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c.- Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (8) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to

notification of a security breach of personal information.

e. Records Retention.

- Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three
 - years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the

Invitation for Bids number _____ ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS (\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

(Name of Contractor)

(Signature
)

(Print
Name)

(Print
Title) *

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.