Special Provisions

Wahiawa Public Library –
Temporary Office Re-Flooring, Painting, and
Miscellaneous Repairs
HSPLS RFP 25-05

Furnishing of labor, materials and equipment necessary to satisfactorily complete all items of this project listed in the Scope of Work shall be in accordance with this RFQ including these Special Provisions, attached Scope of Work, and 103D General Conditions included by reference.

Submission of a bid in response to this solicitation shall indicate that Offeror understands the scope of services to be provided and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

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

TERM OF CONTRACT

The term of contract shall be for 30 calendar days commencing from the date of the award and be coordinated with the Contracting Officer (CO), Hawaii State Public Library System (HSPLS) and/or DAGS staff. Time extension may be granted upon approval of the CO. Once the work is started, the contractor shall complete the work without delay or interruption.

PRE-OFFER CONFERENCE AND SITE VISITATION

Prospective qualified Offerors are invited to attend a pre-bid conference and site walkthrough to be held on **Thursday, March 20, 2025 – 10:00 am at the entrance of the Wahiawa Public Library temporary location located on 823 California Avenue A-11, Wahiawa, HI 96792**. Potential bidders planning to attend must notify Richard Louis of HSPLS at (808) 551-2007 or via e-mail at richard.louis@librarieshawaii.org

QUESTIONS AND ANSWERS

Questions (inquiries) regarding this solicitation are due on or before **Monday, March 24, 2025, 2:00 p.m.** All questions (inquiries) shall be made using the HIePRO Question and Answer Section.

Answers (responses) to questions (inquiries) shall be made by way of HIePRO, Question and Answer Section, on or before **Thursday, March 27, 2025 at 12:00 p.m.**

SUBMISSION OF OFFERS

Offers shall be received electronically through the Hawaii State eProcurement called HIePRO. **Offers received outside of the HIePRO shall be rejected and not be considered for award**. To register for HIePRO, please go to http://hiepro.hawaii.gov. If you need assistance in registering please call (808) 695-4620 or go to the HIePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified services/construction to the State at the price(s) shown in the response and under the terms and conditions of this solicitation.

Offerors must complete and submit (return) the following:

Wage Certificate
W-9 Request for Taxpayer Identification

These document(s) must be submitted electronically, **as an attachment**, through the HIePRO.

Offerors are responsible to ensure all forms requested are attached when submitting an offer.

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

RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310 (c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;

5. Chapter 393, prepaid health care; and
6. Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) for awards $ 2,500 or greater.

The HCE is an electronic system that allows vendors, contractors and services providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors, contractors and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at http://vendors.ehawaii.gov. The annual registration fee is $12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call: Hawaii Information Consortium, LLC
Phone no. 695-4620 or
Email: info@ehawaii.gov.

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

Paper documents as proof of compliance are NOT ACCEPTABLE. Offerors are advised that the following paper compliance documents will no longer be accepted:

Tax Clearance Form A-6;
Certificate Of Compliance, DLIR Form LIR#27
Certificate Of Good Standing, DCCA (BREG).

Timely Submission of Compliance Document. The **"Certificate of Vendor Compliance"** must be submitted to the DAGS/CSD **within ten (10) working days from the date the request is made**. If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror may not receive the award.

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

INVOICING AND PAYMENT

The Contractor must submit an original and one (1) copy of the invoice with Certificate of Vendor Compliance (if required), payroll affidavits, affidavit of fringe benefits and force account (if required) to:

Hawaii State Public Library System
Facilities Management Office
44 Merchant Street
Honolulu, Hawaii 96813

For authorized extra work, not covered by the contract, but approved by the Contract Administrator (CA), CO and/or the DAGS Engineer, a separate detailed invoice is required. The invoice shall contain date of work, description of work performed, location of work, list of parts and materials used or attach copies of invoices of parts and materials purchased. Any extra work will be paid for outside of this contract either by a purchase order or a purchasing card.

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

Final Payment Requirement. Contractor is required to submit a **"Certificate of Vendor Compliance"** for final payment on the contract.

LIABILITY INSURANCE

The Contractor shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations are performed by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable during the life of this contract.

Worker's Compensation – The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance law in effect on the date of the execution of this contract and as modified during the duration of the contract.

General Liability – The Contractor shall obtain General Liability insurance with a limit of not less than $2,000,000 per occurrence and in the Aggregates.

Automobile Liability – The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than $1,000,000 per occurrence.

The Contractor shall maintain in full force and effect during the life of this contract insurance described below to protect the contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor, or by a subcontractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts any of them may be liable during the life of this contract. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.
As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The 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, damages, cost and expense, including all attorney's fees, and all claims, suits and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.

General Liability and Automobile Liability insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (occurrence form)	$1,000,000 combined single limit per occurrence for bodily injury and property damage. $2,000,000 aggregate per occurrence
Automobile Liability Insurance	$1,000,000 combined single limit per occurrence

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

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

2. “It is agreed that any insurance maintained by the State of Hawaii will apply is excess of, and not contribute with, insurance provided by this policy.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Prior to issuance of the Notice to Award, Notice to Proceed or Purchase Order, Contractor shall provide the State of Hawaii, Hawaii State Public Library System, Administrative Services Branch, an original certified **CERTIFICATE(S) OF INSURANCE, within ten (10) working days from the date the request is made**, completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. The certificate of insurance is necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements effecting the coverage required at any time.

If the Contractor’s Insurance Coverage expires during the term of the contract, the contractor is responsible to renew, notify the State of Hawaii of the new insurance coverage and submit a new **Certificate(s) of Insurance**. Also, Contractor are responsible to make sure subcontractor’s insurance coverage is current and if it expires during the term of the contract, they must make sure the subcontractor’s insurance coverage is renewed, the State of Hawaii is notified of the new insurance coverage and submit a new **Certificate(s) of Insurance** if required.

The Contractor will immediately provide written notice to the State of Hawaii, Hawaii State Public Library System, Administrative Services Branch, 44 Merchant Street, Honolulu, Hawaii, 96813, should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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

The procuring of such required insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

It is recommended that Offerors apply for Certificate of Insurance as soon as possible to ensure timely submittal if requested.

PERFORMANCE BOND

A performance bond is required for all construction projects of $50,000 or greater in accordance with 103D-305 (b), HRS.

The performance bond must be executed by a surety company registered with the Department of Commerce & Consumer Affair; and in an amount equal to one hundred percent (100%) of the contract price specified.

Prior to issuance of the Notice to Award, Notice to Proceed or Purchase Order, Contractor shall provide the State of Hawaii, Department of Accounting and General Services, Central Services Division an original **PERFORMANCE BOND, within ten (10) working days from the date of request**.

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

All Vendors for service contracts shall comply with Section 103-55, Hawaii Revised Statutes, which provides as follows:

> Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any offeror is entitled to submit any offer for the performance of any contract to supply services in **excess of $25,000** to any governmental agency, offeror shall certify that the services to be performed will be performed under the following conditions:
>
> Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.
>
> Compliance with labor laws. All applicable laws of the federal and state governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.
>
> No contract to perform services for any governmental contracting agency in excess of $25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of $25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of $25,000, including contracts to supply ambulance service and janitorial service.

WAGE CERTIFICATE

The Offeror shall complete and submit a Wage Certificate, **as an attachment on HIePRO**, by which the Offeror certifies that services required will be performed pursuant to HRS §103-55.

PERMITS, LICENSES, AND TAXES

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

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

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.

INDEMNIFICATION AND DEFENSE

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

TERMINATION FOR CONVENIENCE

The Agency may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

COMPETENCY OF OFFEROR

Prospective Offerors must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offerors to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

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

Offerors are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess and that the subcontractor(s) possess the necessary specialty licenses to perform the work for this project.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies as follows:

1. The costs in its offer have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the cost which have been quoted in its offer have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit an offer for the purpose of restricting competition, bid rigging, or other unlawful purpose.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

SUBCONTRACTORS

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

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.

ASBESTOS PROHIBITION

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

GUARANTEE OF WORK

Except as otherwise specified, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for five (5) years, drywood termite treatment, from the date of beneficial occupancy or final acceptance of the contract whichever is earlier. All guarantee of work shall be transmitted in writing.

MANUFACTURER'S GUARANTEE

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

FINAL ACCEPTANCE

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

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Contract Administrator (CA), Mallory C. Fujitani, 44 Merchant Street, Honolulu, Hawaii, 96813.

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

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