

**FOREIGN-TRADE ZONE NO. 9  
WAREHOUSE RACK ANCHORING  
SPECIFICATIONS**

**A. SCOPE OF SERVICES**

1. General. The CONTRACTOR shall be a State of Hawaii Registered Asbestos Contractor. The CONTRACTOR shall furnish all labor, tools, equipment, materials supplies, supervision, and all other items to satisfactorily anchor existing warehouse racks to the floor using appropriate methods. The top layer of the warehouse floor is asphalt concrete containing asbestos.

The location of the Foreign-Trade Zone No. 9 (FTZ) Warehouse is 521 Ala Moana Boulevard, Honolulu, Hawaii 96813. The warehouse building was constructed in 1954. The existing FTZ racks have been in use for over forty (40) years in the current layout.

The FTZ warehouse is a 154,000 square foot active, bonded warehouse on Pier 2 Honolulu Harbor. The CONTRACTOR shall coordinate work with the Foreign-Trade Zone Officer-In-Charge (OIC) to enable operations to continue in different parts of the warehouse while work is underway.

The CONTRACTOR shall be solely responsible for the satisfactory completion, as determined by the OIC, of all work performed in accordance with the specifications herein.

STATE reserves the right to reduce, amend, or expand the “Scope of Services.”

2. Specific Services to be Performed.
  - a. To bring the FTZ into accord with HIOSH requirements, the CONTRACTOR shall use appropriate methods to install anchors to secure unanchored racks to the floor.
  - b. The CONTRACTOR shall return any merchandise moved during the performance of work to the same location, facing the same direction. Each rack has two shelves, and each shelf regularly stores one ton of palletized merchandise, with a capacity of at least two tons per rack. Merchandise on and underneath the racks are stored facing a certain direction for identification and access.
  - c. Forty rows of varying numbers of racks require anchoring. The rows are in five (5) areas shown as “Odds,” “Evens,” “Makai,” “Back” and “Doors” in WH Rack Location Sketch.pdf (Sketch), attached. We

estimate the number of anchors required to secure these rows is 794. The number of racks in each row are shown in blue circles and the table in the Sketch. Twenty-eight rows have already been anchored.

d. The CONTRACTOR shall install ½” x 4-1/4” stainless steel wedge anchors for concrete tested to ACI 355.2 and ICC-ES AC193. Epoxy is not required.

e. In addition to anchoring the warehouse racks, the CONTRACTOR shall anchor ten (10) bollards onto the warehouse floor. The FTZ shall provide the bollards and the anchor bolts. Four holes need to be drilled into the floor per bollard.

3. Hazardous Material Remediation.

a. File required notification with State of Hawaii, Department of Health.

b. Dust Control: Use water mist, temporary enclosures, HEPA-filter vacuum, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

c. Cleaning: Return adjacent areas to condition existing before operations began. At completion of the work, clean up and remove all rubbish and debris from the premises which resulted from this operation.

d. Dispose of all waste in compliance with government regulations.

4. A Third-Party Monitoring Service will test air quality and provide visual inspections during and after the performance of the CONTRACTOR services. The CONTRACTOR shall grant the tester full access to the work areas. The tester has authority to halt all work if the CONTRACTOR’s performance does not align with best industry practices or regulations of all federal, state and local government agencies.

5. Existing Conditions. The top asphalt concrete layer of the floor to be disturbed under this Contract was surveyed for the presence of asbestos containing materials (ACM), using EPA requirements. The CONTRACTOR shall not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the solicitation. Copies of several survey reports are included in this solicitation. The reports are included, even when no ACM was found, for the CONTRACTOR’s information.

a. The CONTRACTOR may perform further surveys at its own expense, if ACM not shown in the report(s) is suspected in the areas of the building(s) in which work will be performed. If ACM is found, notify the State immediately. The State will reimburse the CONTRACTOR for the testing cost if ACM is found.

- b. If there is ACM outside of the areas in which work will be performed, this ACM shall not be disturbed in any way.
- c. If applicable, notify employees, subcontractors and all other persons engaged on the project of the presence of asbestos in the existing buildings in accordance with the requirements of Chapter 110, Article 12-110-2 (f) (1) (B) of the Occupational Safety and Health Standards, State of Hawaii.

## **B. WORK CONDUCT**

### 1. General

The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices in providing services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, State, and local governmental agencies.

- a. The CONTRACTOR shall proceed with the work described herein upon notification by the FTZ.
- b. The CONTRACTOR shall employ, insofar as is reasonably possible, such methods and means of carrying out its work so as not to cause any interruption or interference to FTZ operations.

### 2. Work Performance

The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

### 3. Safe Performance of Work

The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required. Safety devices shall be set up in a manner to restrict access to the area, to prevent accidents to building occupants, as well as the general public.

## **C. TIME OF PERFORMANCE**

The Contract shall be effective as of the **date noted on the Notice to Proceed and shall terminate six (6) months after that date**, unless the Contract is sooner terminated or extended as therein provided. The Contract may be extended without the necessity of rebidding for a period not to exceed one (1) additional twelve- (12) month periods in accordance with the following:

1. The CONTRACTOR satisfactorily provides the services requested during the initial period of performance;
2. Funds are available to pay for the services;
3. The FTZ (STATE) wishes to exercise its option to extend the Contract;
4. The Contract price remains the same or lower than the initial price bid; and
5. Any extension shall be mutually agreed upon in writing a minimum of thirty (30) days prior to expiration of the Contract.

**D. SPECIAL PROVISIONS**

1. Quote Preparation and Submission

- a. Offerors are required to submit their quote on HiePRO website.
- b. Offerors are requested to submit their quotes using their exact legal name, as registered with the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the Contract.
- c. Tax Liability. Work to be performed under this SOLICITATION is subject to the general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to the use tax imposed by Chapter 238, HRS.
- d. Hawaii General Excise Tax License. Offerors shall submit their current Hawaii GET I.D on their quote.
- e. Bid Price. The bid price shall include all labor, equipment, and transportation; all applicable taxes; and, any and all other costs to be incurred to provide services as specified herein.
- f. Offer Guaranty. A bid security deposit is not required.
- g. Notice of Intent to Bid. **Prospective offerors are not required to submit any notice of intent to bid.**

2. Offeror Qualifications

In addition to meeting the legal and other requirements of this SOLICITATION, OFFERORS must meet these qualification requirements at the time of bidding.

- a. All Offerors shall meet the requirements pursuant to Hawaii Revised Statutes (HRS) Chapter 103D-310. This shall be demonstrated by a Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE). Offerors shall have a valid, current compliance certificate in

order to be considered a qualified offeror for this solicitation. Prospective offerors may register and obtain information about compliance here: <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

- b. All Offerors shall have local office/representative(s) in-place on the island of Oahu, as of the offer due date and time. All Offerors shall list contact information for its local office and/or responsible individuals who can be contacted by the STATE on matters concerning this SOLICITATION.
- c. This SOLICITATION is issued under the provisions of Chapter 103D, HRS, and Subchapter 3-122, HAR. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid, executed quote by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

3. Certification of Independent Cost Determination

By submission of a quote in response to this SOLICITATION, the Offeror certifies as follows:

- a. The costs in this SOLICITATION have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- b. Unless otherwise required by law, the costs which have been quoted in any offer have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the opening of the quotes.
- c. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

4. Cancellation of Solicitation And Quote Rejection

The STATE reserves the right to cancel this SOLICITATION and to reject any and all quotes, in whole or in part, when it is determined to be in the best interest of the STATE, as provided in Sections 3-122-95 through 3-122-97, HAR.

The STATE shall not be liable for any costs, expenses, loss of profits, or damages whatsoever, incurred by the Offeror in the event this SOLICITATION is cancelled or a quote is rejected.

5. Award

All quotes and other material submitted by Offerors become the property of the STATE and may be returned only at the STATE's option.

The STATE's award, if any, will be made within 90 calendar days after the offer due date. Unless extended by mutual agreement, the quote shall remain firm for the 90 day period.

6. Disqualification of Quotes

The STATE reserves the right to consider as acceptable only those quotes submitted in accordance with all requirements set forth in this SOLICITATION and which demonstrate an understanding of the scope of services. Any quote offering any other set of terms and conditions contradictory to those included in this SOLICITATION may be disqualified without further notice.

Each quote shall be submitted on the HIePRO website in the format prescribed in this SOLICITATION and all portions shall be addressed.

7. Award of Contract

Award, if made, shall be made to the responsive, responsible Offeror submitting the lowest total quote price.

Award shall be contingent on the availability of funds. The STATE reserves the right to cancel this SOLICITATION and/or reject any and all quotes, in whole or in part, when it is determined to be in the best interest of the STATE.

The notice of award letter(s), if any, resulting from this SOLICITATION shall be posted on the HIePRO website.

8. Execution of Contract

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

If an award is made, the STATE shall forward to the successful Offeror a formal contract to be signed by the Offeror and returned within ten (10) days or as may otherwise be allowed by the STATE. No work is to be undertaken by the Offeror prior to the official commencement date specified on a formal Notice to Proceed letter issued by the STATE upon execution of the Contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Offeror prior to this official commencement date.

9. Notice to Proceed

No work is to be undertaken by the CONTRACTOR prior to the official commencement date specified on the formal Notice to Proceed (NTP). The STATE is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to this official commencement date.

10. Quote as Part of the Contract

This SOLICITATION and the successful quote will be part of the Contract.

11. Protest

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 quotes; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract.

The Notice of Award, if any, resulting from this SOLICITATION shall be posted on the HiePRO website.

Any protest pursuant to §103D-701, HRS, shall be submitted in writing to the Department of Business, Economic Development, and Tourism, Foreign-Trade Zone No. 9, 521 Ala Moana Boulevard, Suite 101, Honolulu, HI 96813.

12. Responsibility of Offeror

Offerors are advised that prior to award of a contract under this SOLICITATION, Offerors shall furnish proof of compliance with the requirements of HRS 103D-310(c) using Hawaii Compliance Express (HCE). The HCE allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html>

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 the vendor's status is compliant with the requirements of HRS Section 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

The above certificate should be applied for and submitted to the Foreign-Trade Zone as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible may not receive the award.

13. 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 or 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.

**E. COMPENSATION**

1. Payments shall be made only after satisfactory completion of each task as specified herein.
2. If any work is not in full compliance with these specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of the STATE and at no additional cost to the STATE. The CONTRACTOR shall perform corrective work within the period allowed by the STATE.

**F. INVOICING AND PAYMENT**

The CONTRACTOR shall be paid upon completion of tasks and submission of a properly executed original invoice and two copies.

**G. GENERAL CONDITIONS**

1. The State of Hawaii's General Conditions will be made a part of the Contract.
2. In the event of a conflict between the GENERAL CONDITIONS and the SPECIAL CONDITIONS of the Contract, the SPECIAL CONDITIONS shall control.

**H. SPECIAL CONDITIONS**

1. All work and products shall conform to all applicable City and County, State and Federal rules and regulations.
2. The CONTRACTOR shall be required to have any contractor's license necessary to perform this work.
3. The CONTRACTOR shall provide the following minimum insurance limits and coverage in accordance with the terms of this LIABILITY INSURANCE provision:

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

AUTOMOBILE INSURANCE provision:

<u>Coverage</u>	<u>Limits</u>
Automobile contractual liability	\$1,000,000 per accident or:
Uninsured and Underinsured motorist coverage	Bodily Injury \$1,000,000 per person
Basic No-Fault and Personal Injury Protection (occurrence form)	\$1,000,000 per accident Property Damage \$1,000,000 per accident

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

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

The insurance policy required by the Contract 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 State of Hawaii, Department of Business, Economic Development, and Tourism, Foreign-Trade Zone No. 9, 521 Ala Moana, Honolulu, Hawaii 96813."
- (2) "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insureds with respect 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."

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the STATE to

exercise any or all of the remedies provided in the Contract for a default of the CONTRACTOR.

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

**I. LIQUIDATED DAMAGES**

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