

SPECIAL PROVISIONS

WINDOW REPAIRS AT KAKUHIHEWA BUILDING (KAPOLEI SOB) AND KEONI ANA BUILDING

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES CENTRAL SERVICES DIVISION

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	DAGS/CSD Administrator or his designee
State	=	State of Hawaii
DAGS/CSD	=	Department of Accounting and General Services, Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819
CA	=	Contract Administrator
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
HlePRO	=	State of Hawaii eProcurement System
AG	=	Attorney General
GC	=	General Conditions, Form AG-008, Rev. 4/15/2009 issued by the Attorney General (AG)
IFB	=	Invitation for Bids
GET	=	General Excise Tax

1.0. SCOPE

DAGS's Kakuhihewa Building (Kapolei SOB) and Keoni Ana need window repairs. See attachment Maps and Plans. All work shall be in accordance with these Special Provisions, Scope of Work, attached Plans, and the 103D General Conditions, Form AG-008.

2.0 CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. James Kurata, DAGS/CSD Administrator, or his designee, is the designated Contract Administrator (CA). The telephone number at which he may be reached is (808) 831-6730. For any questions, please email or call Bruce Xu at: yanqing.xu@hawaii.gov or (808) 859-1951.

3.0 TERM OF CONTRACT

The period of this contract is stated in the Scope of Work document.

4.0 CONTRACT EXTENSION

Unless the contract has already terminated, it may be extended prior to its expiration by mutual agreement between the State and the Contractor without the need for rebidding; however, the contract price during the extension period shall not exceed the initial contract price (except for price adjustments permitted under the contract).

The Contractor or the State may terminate any extended contract period at any time upon thirty (30) days prior written notice.

5.0 PRE-BID CONFERENCE

Prospective qualified Offerors are invited to attend a pre-bid conference to be held at the Central Services Division located at 729 Kakoi Street, Honolulu, Hawaii.

Please check HlePRO website for the date and time of the pre-bid conference. The purpose of this non-mandatory meeting is to address any questions and concerns Offerors may have regarding the procurement process, IFB specifications, and the scope of work.

Offeror is advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be made in the form of written addenda.

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

6.0 EXAMINATION OF SERVICE AREAS

Prospective qualified Offerors are encouraged to conduct their own on-site inspections of the service areas (site visitation).

The site visitation is to thoroughly familiarize Offerors with existing conditions and the amount and kind of work to be performed.

No additional compensation will be made because of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

7.0 WRITTEN INQUIRIES (QUESTIONS AND ANSWERS)

Questions (inquiries) regarding this solicitation are due on or before the date listed for questions on the HlePRO system. All questions (inquiries) shall be made using the HlePRO Question and Answer Section. Answers (responses) will be provided on the date as indicated on the HlePRO system.

8.0 REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

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

Offerors are solely responsible for reviewing the project requirements, determining the appropriate licenses required, and ensuring that they possess the necessary specialty licenses to perform the work for this project.

9.0 OFFEROR QUALIFICATIONS

Experience and Qualifications: The Offeror shall have a minimum of five consecutive years of experience (immediately prior to the bid opening date) in the field of window construction or repair service. All Offerors must be able to provide documented inspection and testing experience to substantiate their claims.

Applicator Qualifications: The applicator shall be approved by a pre-qualified manufacturer to install the specified system. Manufacturers' written verification of applicator approval is required.

License: The Offeror shall possess at the time of bid submittal a valid State of Hawaii contractor license and the required business and tax licenses to conduct business in the State of Hawaii. The contractor's license and tax license must be kept in force during the

duration of this contract and for any extensions that may be agreed upon. The DAGS/CSD may request the Offeror to submit a valid copy of the contractor's license within ten (10) working days from the date the request is made.

10.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- a. 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.
- b. 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 or competitor prior to the award of the contract.
- c. 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 for the purpose of restricting competition, bid rigging, or other unlawful purposes.

11.0 BID PREPARATION

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. Failure to do so may delay the proper execution of the contract.

Bid price for service shall include ALL COSTS for labor, equipment, parts and materials, transportation/mileage, all applicable taxes (including the Hawaii General Excise Tax), and any other expenses necessary as required to perform the services as specified in this bid solicitation. Please complete Offer Form B.

Subcontractors. Offeror shall list all subcontractors to be used to perform the services specified herein. The DAGS/CSD reserves the right to request additional information about any subcontractor listed. Such information shall be provided **within five (5) working days of the request.**

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

Unit Bid Price. Prices shall include costs for all labor, equipment, materials (other than

those procured at the State's expense as specifically indicated in Part IX of the Specifications), applicable taxes (including the current Hawaii General Excise Tax) and any other expenses incurred to provide services as specified herein.

Offeror shall provide the information regarding wage payment requested on the Offer Form B. The information provided shall indicate Offeror has included the applicable public employees' wages in his/her offer to compensate his/her employees for work performed under this contract.

Offer Guaranty. No security deposit is required for this solicitation.

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

Wage Certificate. The Offeror shall complete and submit a Wage Certificate with its Offer, **as an attachment on HlePRO**, by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Refer to section 22.0 below for further information.

Qualification Form A: The Offeror shall complete and submit Qualification Form Part A and submit with its offer, **as an attachment on HlePRO**, by which the Offeror certifies its full legal business name, location, contact information, personnel, qualifications, and past work (as indicated on the form).

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

HlePRO Fees: Offerors who are awarded the contract must pay Tyler 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 Tyler Hawaii. Online payments are available in the application at <https://hiepro.ehawaii.gov/payment.html>.

12.0 SUBMISSION OF OFFER

Offers shall be received electronically through the Hawaii State eProcurement called HlePRO. Offers received outside of the HlePRO shall be rejected and not be considered for award.

To register for HlePRO, please visit the Hawaii eProcurement System website: <http://hiepro.hawaii.gov>. If you need assistance in registering, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified goods, services, and/or 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 the following document(s), form(s) and/or certificate(s):

- Offer Form A
- Offer Form B
- Wage Certificate
- IRS Form W-9
- Contractor's State of Hawaii General License

These document(s), form(s), and/or certificate(s) must be submitted electronically, as an attachment, through the HlePRO. Offerors are responsible for ensuring all forms requested are attached when submitting an offer. If assistance is needed in submitting these pages through HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

13.0 RESPONSIBILITY OF OFFERORS

Offeror is advised that 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 according to HRS § 103D-310(C):

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

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

The HCE is an electronic system that allows vendors/contractors/service 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 HCE prior to submitting an offer at <http://vendors.ehawaii.gov>. There is an annual registration fee

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 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 HCE prior to responding to a solicitation, to ensure timely submittal when requested. Offerors should be aware that it may take 30 working days to establish a compliant status.

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

14.0 AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsible Offeror whose offer is responsive with the lowest evaluated **TOTAL SUM BID PRICE**. In the event of a tie, the Offeror submitting their top three Journeyman with the highest combined years of experience shall be awarded the bid.

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

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

Cancellation of IFB and Rejection of Offers. Awards shall be contingent on the availability of funds. The State reserves the right to cancel this IFB and/or reject any and all offers in whole or in part when it is determined to be in the best interest of the State.

15.0 EXECUTION OF CONTRACT

The successful bidder will receive formal notification via email and will be required to provide liability insurance (see Section 23.0).

16.0 NOTICE TO PROCEED

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

No work is to be undertaken by the Contractor prior to the commencement date specified on the Award Notification and/or Notice to Proceed issued by the State upon execution of the contract by both parties.

The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

17.0 INVOICING

Contractor shall submit an electronic version of the invoice, which includes the Contract Number, IFB Number, and the following address by email:

Email: DAGS.Central.Services.Division <centralservices@hawaii.gov>
Bruce Xu <yanqing.xu@hawaii.gov>

Address: Department of Accounting and General Services
Central Services Division
729-B Kakoi Street
Honolulu, Hawaii 96819
Attn: Bruce Xu

An invoice shall include building names, dates of service, and identification of units serviced. Inspection service reports for each building listed on the invoice shall be attached to the invoice.

Charges shall not be included in any invoices until the work has been performed. **Final payment of all remaining contract funds shall not be approved for payment until the acceptance of all repair/replacement work for discrepancy items.**

Payment shall be made to the Contractor at the contracted price upon certification by the State that the Contractor has satisfactorily performed the required services each month.

Invoices billed from a mainland affiliate must be sent to the Contractor's local office for inclusion of the appropriate paperwork before being submitted to State. Incomplete invoices will be returned to the Contractor without processing.

Costs for extra work are not covered by this contract. For extra work approved by the CA, a separate, detailed invoice is required. The invoice should include the dates and description of the work. The contractor should attach a fully completed and signed copy of the service worksheet, material and subcontractor invoices, and a timesheet to the original invoice to justify charges to the state for parts and services. Incomplete or missing documentation may delay or refuse payment.

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

18.0 PAYMENT

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

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

19.0 SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

The contractor shall provide a one-year warranty for all work done. The successful Offeror shall submit written warranty documentation within ten (10) working days of contract signing. The contractor must provide all necessary maintenance and services during the warranty period.

The contract can be extended upon mutual agreement in writing between the State of Hawaii and the Contractor under cases not depending on human factors.

20.0 LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of **FIVE HUNDRED DOLLARS (\$500)** per

calendar day per location per violation, if the Contractor fails to perform in whole or in part any of their obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Refer to Section 9 of the 103D AG General Conditions, Form AG-008.

21.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

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

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

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, the 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. For contracts performed by laborers and mechanics, that at the time of their employment, the Offeror will give a copy of the wage rate schedules to each laborer and mechanic employed under this contract; the Offeror is not required to provide a copy when there is a collective bargaining agreement.

Compliance with labor laws: 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.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

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

This section shall apply to all contracts to perform services in excess of \$25,000, including

contracts to supply ambulance service and janitorial service.

Wage Certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Wage Certificate must be submitted electronically, as an attachment on HlePRO.

23.0 LIABILITY INSURANCE

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

<u>Workers' Compensation</u>	The Contractor shall obtain workers' 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 Workers' Compensation Insurance law in effect on the date of the execution of this contract and as modified during the duration of the contract.
<u>General Liability</u>	The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
<u>Automobile Liability</u>	The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned, and hired autos with a combined single limit of not less than \$1,000,000 per occurrence.

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the contractor or by a subcontractor or anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable during the life of this contract. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as an additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require a subcontractor to provide its own insurance that meets the requirements herein.

It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

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

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

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

1.	"The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
2.	"It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

Prior to issuance of the Notice to Proceed, Award Notification or Purchase Order, **Contractor must provide to DAGS Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819 within ten (10) working days from the date the request is made a CERTIFICATE(S) OF INSURANCE** completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form.

The certificate of insurance is necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements affecting the coverage required at any time.

The Contractor will immediately provide written notice to State of Hawaii, Department of Accounting and General Services, Central Services Division, Purchasing Office, 729 Kakoi Street, Honolulu, Hawaii 96819, should any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration.

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

remedies provided in this contract for a default of the Contractor.

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

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

24.0 SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

The State reserves the right to add or delete whole buildings to the contract and will make adjustments by contract modifications.

The State also reserves the right to add or delete individual sections of the project scopes. **NOTE: The Contractor cannot refuse to accept the additional facilities.** Any increase in contract price for additional units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of a contract modification by the State.

A log for this contract will be kept by the CA and shall be used to record additions or deletions. Each entry must be signed by a representative of the Contractor and State. This log will be used to determine the time of price adjustment.

25.0 WARRANTY

The Contractor shall submit a written warranty for the replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory.

The warranty shall consist of the period covered from the date of installation, make, model number, serial number, and location of equipment (name of building, floor number, etc.), and shall be provided to the State.

There will be some window components that are covered by the manufacturer's and installer's warranties and/or initial maintenance service agreement. As the warranties and/or agreements expire, the Contractor shall commence service on these units and shall continue to service them for the remaining period of the contract. The Contractor cannot refuse to accept the additional/replacement equipment. Any increase in the

contract price for these units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of a contract modification by the State.

26.0 INSPECTION

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA to ascertain that the services rendered are in accordance with the requirements and intentions of the Specifications and Special Provisions. The CA may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany the CA on field inspections to be scheduled periodically.

The Contractor shall furnish the CA one copy of a service check receipt for each unit serviced and a service checklist bearing the signature of the maintenance man and the signature of the designated State employee certifying receipt of services. All service reports, tickets, checklists, etc., must be fully completed and signed as herein before specified and must be submitted with monthly invoices or invoices for purchase orders. Services that cannot be certified by a representative of the State may not be compensated.

27.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

28.0 COMPETENCY OF OFFEROR

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

29.0 WORKMANSHIP

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

30.0 SERVICE AREAS

The Contractor is responsible for verifying existing job site conditions. The Contractor and all of its subcontractors shall follow and be compliant with all applicable OSHA and HIOSH requirements.

The Contractor shall perform the service at the facility in which the units are located. It is the Contractor's responsibility to examine the location and condition of the equipment.

The work area shall be kept clean and safe at all times. Should the testing and repair activities pose a hazard to passersby, the area shall be roped off and contain warning signs to prevent passersby from entering the area.

31.0 PARKING PERMIT

Contractors, Subcontractors, and equipment service companies doing business within the Hawaii Capitol District will be assessed appropriate parking fees. Parking stalls will be assigned only to the company vehicles, subject to availability. Assignment of parking stalls is NOT guaranteed. Check with the Automotive Management Division (telephone 586-0351) to request the number and cost of stalls for the duration of this contract. Each stall will be assessed at the current rate per month as established by the Department's Rules Governing Parking on State Lands. If the Work involved is less than five working days, check with the Automotive Management Division to coordinate parking requirements. Subject to availability, the Contracting Officer will designate areas for the Contractor to use, excluding assigned stalls. Restore any lawn area damaged by construction activities.

32.0 CLEANUP

The Contractor shall keep the job site free of debris, litter, refuse, etc., and shall clean all fluids, oils, and grease drippings or spills during the daily progress of work. The

Contractor shall remove all old, replaced, or malfunctioning parts and equipment from the area upon completion of the work.

33.0 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

34.0 SUBCONTRACTORS

The Contractor shall not contract with any contractor to perform any of the duties listed in this IFB other than those listed on the appropriate Offer Form A and Qualifications Forms unless prior written approval is given by DAGS/CSD and the Contract Administrator. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services, whether or not the primary contractor performs them.

35.0 PERMITS, LICENSES, AND TAXES

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

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

36.0 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and the General Conditions herein, the addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by

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

37.0 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

38.0 CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

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

39.0 CONFIDENTIALITY OF MATERIAL

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.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening, regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to

disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

40.0 NONDISCRIMINATION

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

41.0 RECORDS RETENTION

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

42.0 COMPLIANCE WITH LAWS

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

43.0 IDENTIFICATION 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.

44.0 TERMINATION FOR CONVENIENCE

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

45.0 ASBESTOS PROHIBITION

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

46.0 GUARANTEE OF WORK

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

47.0 MANUFACTURER'S GUARANTEE

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

48.0 FINAL ACCEPTANCE

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

49.0 PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer (PO) James Kurata, Central Services Administrator, 729 Kakoi Street, Honolulu, Hawaii 96819.

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

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

OFFER FORM A

Window Repairs at Kakuhihewa Building (Kapolei SOB) and Keoni Ana Building

CSD-26-021-O

Procurement Officer

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

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids, including the Scope of Work, Special Provisions, and General Conditions attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

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

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

State of Incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture ☐ Other _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company (Offeror)

****If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:** _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

Insurance coverage is carried by, if applicable:

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

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

Contractor License Number: _____

Offeror _____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No.: CSD-26-021-O

Title of IFB: Window Repairs at Kakuhihewa Building (Kapolei SOB) and Keoni Ana Building

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror (Company Name): _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Submit as an attachment on HlePRO