

SPECIAL PROVISIONS

PLUMBING SERVICES, INCLUDING FIRE SPRINKLER SERVICES, AT VARIOUS STATE FACILITIES ON OAHU

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
CSD-27-004-O

TERMS AND ACRONYMS USED HEREIN

Procurement Officer (PO)	=	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, issued by the Attorney General (AG)
IFB	=	Invitation for Bids
GET	=	General Excise Tax

1.0 SCOPE

The furnishing of Plumbing Services, Including Fire Sprinkler Services, at Various State Facilities on Oahu, for the Department of Accounting and General Services - Central Services Division, shall be in accordance with these Special Provisions, attached Specifications, and AG General Conditions Form AG-008 which has been provided to Offerors on HlePRO.

2.0 CONTRACT ADMINISTRATOR

For the purposes of this contract, Mr. James Kurata, DAGS/CSD, or designee, is the Contract Administrator (CA). The telephone number at which he may be reached is (808) 831-6730. Contact Allyson Antonio, DAGS-Central Services Division, for any questions or necessary Offeror support. Email: allyson.m.antonio@hawaii.gov Tel: (808) 831-7929.

3.0 TERM OF CONTRACT

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

4.0 CONTRACT EXTENSION

Unless terminated, the contract may be extended without rebidding, upon mutual agreement in writing between the State and the Offeror, prior to the expiration date, for not more than four (4) additional twelve-month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to mutual agreement on price.

The Offeror or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

5.0 EXAMINATION OF SERVICE AREAS

Prospective qualified Offerors should visit the facilities and service areas listed on Attachment I and thoroughly familiarize themselves with existing conditions and the existing plumbing and fire sprinkler systems at those facilities. No additional compensation will be made for reason of any misunderstanding or error regarding conditions at the service areas or the kinds of work that may be required to be performed. **Bids shall be prepared on the basis of systems and conditions typical of the types of facilities listed on Attachment I of the Specifications.** Most service areas are administrative office type occupancies.

6.0 PRE-BID CONFERENCE

Prospective qualified Offerors are invited to attend a pre-bid conference to be held as indicated on HlePRO. The purpose of this non-mandatory meeting is to address any questions and concerns Offerors may have regarding the procurement process, IFB Specifications and the scope of work.

Offerors are advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be 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 for reason of any misunderstanding or error regarding site conditions or 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 in the HlePRO system. All inquiries shall be made using the HlePRO Question and Answer Section. Answers (responses) will be provided on the date as indicated in 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 to review the project requirements, determine the appropriate licenses required, and ensure that they possess, and that the Subcontractor(s) listed possess, the necessary specialty licenses to perform the work for this project.

The Offeror shall possess at the time of bid submittal, a valid State of Hawaii contractor C-37 license and employ within his regular labor force the qualified personnel as per section 10.0 Offeror Qualifications required to self-perform the plumbing and fire sprinkler services described by the Specifications.

9.0 OFFEROR QUALIFICATIONS

Experience and Qualifications. The Offeror shall have a minimum of five (5) consecutive years' experience (immediately prior to the bid opening date), in the field of Plumbing System maintenance and repair service, which includes a minimum of five (5) consecutive years' experience (immediately prior to the bid opening date) of Fire Sprinkler System maintenance and repair service. All Offerors must be able to produce documented maintenance and repair experience to substantiate their claim of experience.

Service Facility. The Offeror shall have a service facility on the island of Oahu from where they conduct business and will be accessible 24 hours a day, 7 days a week, 365 days a year, to receive telephone calls, complaints, or emergency service requests. Answering machines do not qualify and are in default of these requirements. Service facility shall include warehousing of spare parts and materials required for the maintenance and repair of systems and equipment listed in this contract; and from where the journeymen plumbers and apprentices are dispatched to perform the work specified in this contract. **Service facility information shall be furnished on Qualification Form A.**

License. The Offeror shall possess at the time of bid submittal, a valid State of Hawaii contractor C-37 license and the required business and tax licenses to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. The DAGS/CSD may request Offeror to submit a valid copy of the contractor C-37 license **within ten (10) working days from the date the request is made.**

Personnel Qualifications. Offeror's personnel can be listed only once in the mechanics spaces provided on the appropriate Qualification Form A.

The Offeror shall have at least three (3) journeymen (union or nonunion) plumbers assigned to this contract who are regular employees of the Offeror at the time of bid each with a minimum of five (5) years of **Plumbing System maintenance and repair experience** at the time of bid.

The Offeror shall have at least two (2) plumbers assigned to this contract who are regular employees of the offeror at the time of bid to assist the journeymen plumbers. Each plumber shall have a minimum of three (3) consecutive years of **Plumbing System maintenance and repair experience** at the time of bid.

All three (3) journeyman licensed plumbers and both two (2) plumbers assigned to this contract must reside on the Island of Oahu during the duration of this contract. This requirement is necessary to ensure adequate emergency and regular maintenance calls.

Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or **excessively high turnover** of personnel assigned to this project **SHALL CONSTITUTE A BREACH OF CONTRACT**.

References. Offeror will list on the applicable Qualification Form A at least five references in the State of Hawaii, other than the State of Hawaii government, for whom Offeror has performed Plumbing and Fire Sprinkler maintenance and repair services on a regular basis, that is similar in nature and volume to services specified herein, that will qualify Offeror to perform the project. The State reserves the right to contact the references provided and to reject any bid submitted by an Offeror whose performance on other service contracts similar to this one has been proven unsatisfactory.

10.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

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.

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

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

11.0 BID PREPARATION

Offer Form A: Offeror shall submit offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form A. Failure to do so may delay proper

execution of the contract.

Offer Form A may be electronically signed using Adobe Acrobat. At the Offeror's option, the authorized signature shall be an original signature in ink that has been scanned and uploaded to HlePRO. If unsigned, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Offer Form B: Bid price for Maintenance and Repair Services shall reflect the Offeror's standard hourly rate that will be charged for any authorized work as approved by the CA. The standard hourly rate shall include **ALL COSTS** for labor including ALL applicable fringe benefits, tools and equipment, wear and tear, parts and materials (other than those procured at the State's expense as specifically indicated in Section 5.0 of the Specifications), travel, mileage, parking, and all applicable taxes (**including the current Hawaii General Excise Tax**), overhead and profit, and any other expenses necessary as required to perform the services as specified in this bid solicitation. This rate shall be the standard hourly rate charged by the Offeror and **NOT** an overtime rate. **The bid price shall be indicated in whole ten dollars only.**

An estimated 400 hours per year is to be used solely for bid evaluation purposes and is not intended to reflect a guaranteed amount.

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 circumstance shall the dollar amount of the award include the aforementioned adjustment.

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

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

Wage Certificate. The Offeror shall complete and submit a Wage Certificate with its offer, **as an attachment on HlePRO,** by which the Offeror certifies that services required will be performed pursuant 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, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

12.0 SUBMISSION OF OFFER

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

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

Offerors must complete and submit ALL of the following documents:

- 1. Offer Form A**
- 2. Offer Form B**
- 3. Wage Certificate**
- 4. Qualification Form A**
- 5. State of Hawaii Contractor C-37 License**
- 6. W-9 Form Request for Taxpayer Identification and Certification**

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

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

13.0 RESPONSIBILITY OF OFFEROR

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

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

The State will verify compliance on Hawaii Compliance Express (HCE) for awards 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 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. (808) 695-4620
Email: info@ehawaii.gov

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

Paper documents as proof of compliance are ACCEPTABLE. Offerors are advised that the following paper compliance documents will 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 the Offeror responsible may not receive the award.

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

Final Payment Requirements. Offerors 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 Plumbers with the highest combined years of experience shall be awarded the bid. In the event of a further tie, the awarded offeror will be determined by a coin flip.

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

Timely Submission of Certificates. The qualified Offeror with the lowest responsive offer is required to submit to the DAGS/CSD a "Certificate of Vendor Compliance" **within ten (10)**

working days from the date the request is made. If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror may not receive the award.

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

15.0 EXECUTION OF CONTRACT

The awarded Offeror's electronic response to this solicitation, these Special Provisions, the Specifications, and the General Conditions shall constitute the Agreement or Contract. Provided, however, that the Offeror's response shall be under the terms and conditions of this solicitation as required by Section 12.0 SUBMISSION OF OFFER.

The State will not recognize any requirement established by the Offeror and communicated to the State that does not comply with the terms and conditions of this solicitation.

16.0 NOTICE TO PROCEED

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

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

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

17.0 INVOICING

The Offeror shall submit **monthly**, by the 7th day of the calendar month, **a single invoicing submittal** for all work performed within the preceding month. An **original invoice and three (3) copies of the invoice**, which includes the Contract Number and the month of service performance shall be submitted to:

Department of Accounting and General Services
Central Services Division
729 Kakoi Street Honolulu, Hawaii 96819
Attn: Allyson Antonio

Invoices shall contain the date, the location, and the description of the work done detailing the hours of labor at the quoted bid price on Offer Form B; parts and material as allowed under Specifications, Section 5.0, Allowable Costs for Parts and Labor, page S-3, and its associated control number or the approved amount and quote number authorizing the work - if applicable.

The Offeror shall include with the original invoice, copies of the **fully completed** and **signed** Service Reports, material and subcontractor invoices, and labor time sheets to substantiate

parts and service charges to the State. Invoice payments may be delayed or rejected because of missing or incomplete paperwork.

Charges **shall not** be included in any invoice until the work has been performed and the **Contractor Service Report for that work has been submitted to the CA.**

Final payment of all remaining contract funds shall not be approved for payment until the acceptance of all repair/replacement work.

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

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

Invoices may also be submitted electronically via email to centralservices@hawaii.gov

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

18.0 PAYMENT

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

The State will not recognize any requirement established by the Offeror 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.

19.0 PARTIAL PAYMENT

At the Offeror's request, the State will process partial payment(s) based on a monthly completed portion of the bid price. In the event the maintenance and/or repair services are not satisfactorily completed, the State reserves the right to withhold payment.

20.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

21.0 WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF

CONTRACTOR PERFORMING SERVICES

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

Wages, hours, and working conditions of employees of contractor supplying services:
Before any Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.
For contracts performed by laborers and mechanics, 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 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 with its offer, **as an attachment, on HlePRO.**

Offeror shall be further obliged to notify his/her employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Offeror may meet this obligation by posting a notice to this effect in the Offeror's place of business in an area accessible to all employees, or the Offeror may include such notice with each paycheck in the pay envelope furnished to the employee.

22.0 LIABILITY INSURANCE

The Offeror shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Offeror's operations under the contracts, whether such operations be by the Offeror 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>Worker's Compensation</u>	The Offeror 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.
<u>General Liability</u>	The Offeror shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregates.
<u>Automobile Liability</u>	The Offeror 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 Offeror shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Offeror and its 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 Offeror 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 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 combined single limit per occurrence for bodily injury and property damage \$2,000,000 aggregate per occurrence

Automobile Liability	\$1,000,000 combined single limit per occurrence
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Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1.	"The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2.	"It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3.	"State of Hawaii HlePRO Solicitation: <u>xxxxxxxxxxx</u>" This number is indicated on the HlePRO solicitation on the website.

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, **Offeror 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, Offeror shall be responsible for furnishing a completed certified copy of all required insurance policies, including endorsements effecting the coverage required at any time.

The Offeror will immediately provide written notice to the 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 evident on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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.

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

23.0 SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

It is understood and agreed that in addition to the buildings listed herein, Offeror shall be required to furnish services specified herein to any new building or any building not initially listed in this IFB, when such services are required. Offeror shall be notified of such requirements by a contract modification issued by the State.

The State reserves the right to add or delete whole buildings to the contract and will make adjustments by contract modifications, as applicable. **NOTE: The Offeror cannot refuse to accept the additional facilities.**

24.0 WARRANTY

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

25.0 INSPECTION

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA so as to ascertain that the services rendered are in accordance with 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 Offeror accompany the CA on field inspections to be scheduled periodically.

The Offeror shall furnish the CA one copy of a Service Report bearing the signature of the journeyman plumber who performed the service. All service reports must be fully completed and signed as herein before specified and must be submitted with monthly invoices. Services which cannot be certified by a representative of the State may not be compensated.

26.0 RE-EXECUTION OF WORK

The Offeror 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 Offeror. Should the Offeror 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 Offeror.

27.0 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 the 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.

28.0 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 Special Provisions.

29.0 SERVICE AREAS

The Offeror shall perform the service at the facility where requested. It is the Offeror's responsibility to examine the location and condition of the system and/or equipment to be serviced.

The State shall notify the Offeror of any other pertinent information necessary for the proper execution of the contract.

30.0 CLEANUP

The Offeror 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 Offeror shall remove all old replaced malfunctioning parts and equipment from the area upon completion of the work.

31.0 REMOVAL OF OFFEROR'S EMPLOYEES

The Offeror 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.

32.0 SUBCONTRACTORS

The Offeror 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.

33.0 PERMITS, LICENSES, AND TAXES

The Offeror 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, these Special Provisions, the Specifications, and the General Conditions may be cause for the State to terminate the contract.

Contractors, subcontractors, and equipment service companies doing business within the Hawaii Capitol District will be assessed appropriate parking fees. **The Offeror shall be solely responsible for all parking fees.** Parking stalls will be assigned only to company vehicles and subject to **availability only. Assignment of parking stalls is NOT guaranteed.** Check with the **Automotive Management Division (telephone 808-586-0351)** 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 specific parking requirements.

34.0 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.

35.0 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.

36.0 CONFIDENTIALITY OF MATERIAL

All material given to or made available to the Offeror by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the Offeror, 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.

37.0 NONDISCRIMINATION

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

38.0 RECORDS RETENTION

The Offeror 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.

39.0 COMPLIANCE WITH LAWS

The Offeror 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 Offeror 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.

40.0 INDEMNIFICATION AND DEFENSE

The Offeror 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 Offeror or the Offeror'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.

41.0 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 Offeror specifying the part of the Contract terminated and when termination becomes effective.

42.0 ASBESTOS PROHIBITION

The use of materials or equipment containing asbestos is prohibited under this contract. Offeror

warrants that all materials and equipment incorporated in the project are asbestos free.

43.0 GUARANTEE OF WORK

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

44.0 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 Offeror's guarantee.

45.0 FINAL ACCEPTANCE

The contract will be considered accepted when all work has been fully completed to the satisfaction of the State and all required documents have been submitted.

46.0 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 award.

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