

## **SPECIAL PROVISIONS**

### **SERVICE TRUCKS FOR CENTRAL SERVICES DIVISION**

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
CENTRAL SERVICES DIVISION  
**CSD-26-007-O**

#### **GENERAL INFORMATION**

##### **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. SCOPE

The furnishing of Service Trucks for Central Services Division, for the State of Hawaii Department of Accounting and General Services - Central Services Division (DAGS/CSD), 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. CONTRACT ADMINISTRATOR

For the purposes of this contract, Mr. James Kurata, DAGS/CSD, or designee, is the Contract Administrator (CA). The CA can be contacted by telephone at (808) 831-6730. The CA has designated Dixon Park as Point-of-Contact (POC) for this Contract. As such, the POC, or their successor, should be the initial contact on all matters related to this Contract. The POC can be contacted by email at [dixon.j.park@hawaii.gov](mailto:dixon.j.park@hawaii.gov) or by telephone at (808) 345-0245.

## 3. TERM OF CONTRACT

This Contract shall commence from the official date on the Notice to Proceed and delivery shall be completed on or before [October 1, 2027](#), subject to availability of funds as specified in the General Conditions.

## 4. 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.

## OFFEROR INFORMATION

## 5. OFFEROR QUALIFICATIONS

In addition to meeting legal and any other requirements of this solicitation, Offeror must meet these qualifications to be considered for award.

### a. License

Offeror shall have any and all current and valid license(s) required by law to properly and legally effectuate and/or conduct the sale and/or transfer of the vehicles subject to this invitation for bid and any resulting contract. Offeror shall provide all necessary documentation (for example, copy of license(s)) to substantiate compliance with this requirement. This shall include any requirements under HRS Chapter 437, as amended, which provides for the regulation and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salespeople, auctions and auctioneers and any other

persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii shall provide proof that they meet and satisfy the licensing requirement set forth in said statute by listing their license number in the space provided on [Offer Form A](#).

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under that chapter shall not be limited or conditioned. Any dealer licensed under that chapter may sell vehicles to any State agency notwithstanding Section 437-2(b).

“Motor vehicle” includes any vehicle, motor vehicle, or truck, as defined in HRS Sections 249-1 and 249-2, as amended, except for tractors, trailers and amphibious vehicles.

**b. Office Location**

At the time of bidding and throughout the Contract period, Offeror shall have an office in the State of Hawaii from where business is conducted and from where the company is accessible to telephone calls during normal business hours for complaints or requests that need immediate attention.

**c. Personnel**

Offeror shall designate at least one (1) employee as the Offeror’s point of contact for this Contract. This individual shall be based in Hawaii and available during regular business hours, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (HST), Monday through Friday excluding holidays, and shall have the knowledge, experience and authority to answer questions, resolve problems, and provide follow-up assistance regarding and relating to the sale, warranty servicing, contact included maintenance and repair of the subject vehicle(s).

Failure on the Offeror's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contract period. Failure to maintain these requirements may result in cancellation of award.

**6. RESPONSIBILITY OF OFFERORS**

Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror 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.

Offeror should refer to the “Contract Execution” provision for further information regarding the abovementioned requirements.

## BID PREPARATION

### **7. OFFER FORM A**

Offeror shall submit offer using Offeror's exact legal business name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal business name, location, designated point-of-contact (POC), and licenses in the appropriate spaces 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.

### **8. OFFER FORM B**

Unit Bid Price shall include labor, equipment, materials, transportation, shipping, delivery, overhead, profit, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Unit Bid Price shall be the all-inclusive cost to the STATE and no other charges will be honored. In case of error in extension of bid price, unit bid price shall govern. **The bid price shall be indicated in whole ten dollars only.**

#### **a. Taxable Transaction**

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this Contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

Information on the Hawaii State Taxes administered by the Department of Taxation is available online at <http://tax.hawaii.gov>.

#### **b. 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.

#### **c. Offeror Information**

Offeror shall provide information regarding its office location and STATE's point-of-contact on Offer Form A. Offer Form A shall be uploaded to HlePRO as part of the bid submittal.

#### **d. License**

License number(s) shall be provided on Offer Form A. Offeror shall also submit a copy of their license(s) with Offer Form A via upload to HlePRO.

e. Liability Insurance

Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this Contract. Offeror shall refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Offeror should consider these insurance requirements when preparing their offer.

**9. OFFER GUARANTY**

An offer guaranty (bid bond) is **not** required for this solicitation.

**10. INSURANCE**

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

**11. 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. COMPETENCY OF OFFEROR**

Prospective Offeror must be capable of supplying the products 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.

**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 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.

BID SUBMITTAL

**14. 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 goods/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. Copies of Hawaii Motor Vehicle Industry Licenses, as applicable, under HRS Chapter 437**
- 4. 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.

**15. CONFIDENTIAL INFORMATION**

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.

If an Offeror believes that any portion of Offeror's proposal contains information that should be withheld as confidential, 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 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.

## **16. 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.

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.

## **BID EVALUATION**

## **17. DISQUALIFICATION OF OFFERS**

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an Offeror under the same or different names.
  - 2.1. Legally distinct Offerors such as subsidiaries or jointly-owned companies may submit offers and these offers may be accepted for evaluation and award if such Offerors submit with their offer a certificate of non-collusion which affirms that the offer is made freely and without collusion with another Offeror.
    - 2.1.1. Legally distinct Offerors such as subsidiaries or jointly-owned companies shall submit business registration information indicating that the entities were not created after the IFB was released.
3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to supply the products contemplated.
5. Offer received after specified deadline (time and date) for close of offers per HlePRO.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

## **18. 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 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.

## **19. 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>.

## CONTRACT EXECUTION

### **20. 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 14.0 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.

### **21. RESPONSIBILITY OF CONTRACTOR**

Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror 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.

Offerors 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 regarding HCE, please call:

Hawaii Information Consortium, LLC  
Phone no. (808) 695-4620  
Email: [info@ehawaii.gov](mailto: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.**

## **22. 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.

## **23. 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.

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Worker's Compensation | 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. |
| General Liability     | The Offeror shall obtain General Liability insurance with a limit of not less than <b>\$1,000,000 per occurrence and \$2,000,000 in the Aggregates.</b>                                                                                                                                                                                                                                                        |
| Automobile Liability  | The Offeror shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than <b>\$1,000,000 per occurrence.</b>                                                                                                                                                                                                                               |

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.

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

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

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

|    |                                                                                                                                                          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | "It is agreed that any insurance maintained by the State of Hawaii will apply 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.

## PERFORMANCE OF CONTRACT

### **24. NOTICE TO PROCEED**

Work to deliver the specified products 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.

## **25. DELIVERY**

Deliveries shall be made to the individual location(s) and at the dates designated in the Specifications.

Refer to Specifications for additional Delivery requirements.

## **26. CONFIDENTIALITY OBLIGATIONS**

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.

Contractor shall assume liability responsibility for records protection and for the inappropriate or unlawful release of all proprietary or confidential information. Contractor shall return all documents containing proprietary or confidential information upon completion of the services Contractor is contracted to provide under this Contract.

Contractor shall certify in writing that all such copies have been destroyed or returned to the State.

## **27. 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.

## **28. 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.

## **29. 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 sale.

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.

## **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. WORKMANSHIP**

All contractor efforts shall be executed in a professional manner 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.

### **35. FINAL ACCEPTANCE**

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

### **PAYMENT**

### **36. INVOICING**

The Offeror shall submit **original invoice and three (3) copies of the invoice**, which includes the Contract Number, Make/Model/Year/VIN of the accepted vehicle(s) and the date of vehicle delivery shall be submitted to:

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

Invoice payments may be delayed or rejected because of missing or incomplete paperwork.

Payment shall be made to the Offeror at the contracted price upon certification, by the State, that the delivered vehicle(s) has(have) been fully approved and accepted by the State and that all required vehicle documentation has been submitted.

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.

**Alternatively, invoices may also be submitted electronically via email to [dixon.j.park@hawaii.gov](mailto:dixon.j.park@hawaii.gov)**

### **37. 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.

### **38. PARTIAL PAYMENT**

At the Contractor's request, the State will process partial payment(s) based on an as-completed portion of the bid price as determined by the State. In the event the delivery and/or documentation submittals are not satisfactorily completed, the State reserves the right to withhold payment.

### **39. FINAL PAYMENT REQUIREMENTS**

Contractors are required to submit a **"Certificate of Vendor Compliance"** from the Hawaii Compliance Express system for final payment on the contract.

### APPROVALS

### **40. STATE OF HAWAII'S GENERAL CONDITIONS**

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

#### **41. 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.