

**REQUEST FOR QUOTES
Rodent and General Pest Control Services for the
Department of Transportation Harbors Division
Oahu District**

SPECIAL PROVISIONS

1. TERM OF CONTRACT

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

The DOT-H ("State") may terminate this contract at any time upon thirty (30) days prior written notice.

2. SITE INSPECTION

Prior to submission of an offer, Bidders shall inspect the Job Site to become thoroughly familiar with existing conditions and the amount and type of work to be performed. Submission of an offer shall constitute evidence that the Bidder understands the scope of work and the Contract requirements, and agrees to comply with all Contract requirements including the specifications described herein. Assertions of misunderstanding or alleged error regarding conditions at the job site or the nature and extent of work to be performed shall not constitute a basis for payment of additional compensation.

3. PRE-BID CONFERENCE AND SITE INSPECTION

Prospective qualified Bidders are invited to attend a pre-bid conference to be held on **date specified on the HiEpro solicitation** at the Department of Transportation Harbors Division Oahu District Conference Room, 700 Fort Street, Pier 10-11 Gallery, Honolulu, Hawaii 96813. Parking is available in the Aloha Tower Marketplace Irwin Park Parking Lot. Please plan accordingly to allow ample time to park and walk to the facility.

While not mandatory, attendance at the pre-bid site inspection is strongly recommended to allow Bidders the opportunity to become familiarized with the property, discuss any questions or concerns Bidders may have regarding the procurement process, Request for Quotes (RFQ) specifications, and the scope of work.

Bidders 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 in the form of written addenda.

Submission of a bid in response to this solicitation shall indicate that the Bidder understands the scope of services to be provided, and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation,

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subsequent to bid opening, shall be allowed due to any misunderstanding or error regarding site conditions or the work to be performed.

4. BIDDER QUALIFICATIONS

Experience. Bidder must have a minimum number of consecutive years of experience (immediately prior to bid submission due date) as a pest control operator per HRS Chapter 460J and HAR Chapter 94. Bidder shall indicate its number of years of experience on the Bid Form and may be required to produce documentation substantiating its years of experience.

License. Bidder shall possess at the time of bid submittal, a valid State of Hawaii Pest Control Operator license per HRS Chapter 460J and HAR Chapter 94, and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the Pest Control Operator's license and tax license must be kept in force during the duration of this contract and for any extension that may be agreed upon. Bidder shall provide this information on the Bid Form.

The State may request Bidder to submit a valid copy of the Pest Control Operator's license, **within ten (10) working days or earlier from the date the request is made.** Bidder shall provide the license number on the Bid Form. Award will not be made to any Bidder failing to meet this qualification requirement.

Office/Services Facility Location. Bidder shall have a permanent office and service facility on the **island of Oahu** from which to conduct business. An answering service is acceptable provided a response is made within two (2) hours of the initial call. Bidder shall provide the information on the Offer Form.

Award will not be made to any Bidder failing to meet ALL of the above qualifications. Failure to meet these qualification requirements shall result in rejection of the bid. Further, satisfaction of these requirements must be maintained by the Contractor during the entire contract period.

5. CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- A. 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.

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- B. 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.
- C. 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 other unlawful purpose.

7. BID PREPARATION

Bid Form. Bidder shall submit offer using Bidder's legal name as registered with the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

Bidder's authorized signature shall be an original signature in ink. If the bid form is unsigned or the signature is a facsimile or a photocopy, the offer shall be automatically **rejected** unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidders tax-exempt price submitted in response to a RFQ 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.

Price. Initial installation of Exterior Bait Stations shall include all costs which includes bait stations, labor costs, applicable taxes (including the current Hawaii General Excise Tax) and any other expenses incurred for the initial installation of exterior bait stations as specified herein.

Maintenance and inspection of Bait Stations shall include all costs for monitoring, maintenance and inspection of bait stations, applicable taxes (including the current Hawaii General Excise Tax) and any other expenses incurred to provide services specified herein.

Insurance. Bidders shall provide insurance information as requested on Bid Form.

Wage Certificate. The Bidder shall complete and submit a Wage Certificate with its offer, **as an attachment on HlePRO**, by which the Bidder certifies the services required.

Preparation of Offer. A Bidder may submit only one bid in response to a solicitation. If a Bidder submits more than one bid in response to a solicitation, then all such bids shall be rejected. Similarly, a Bidder may submit only one offer for

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each line item (if any) of a solicitation. If a Bidder submits more than one offer per line item, then all offers for that line item shall be rejected.

8. SUBMISSION OF BID

Bids shall be received electronically through the Hawaii State eProcurement called HlePRO. **Bids received outside of the HlePRO shall be rejected and will not be considered for award.** To register for HlePRO, please go to <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.

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

Bidders must complete and submit the following forms:

Bid Form
Wage Certificate

These document(s) must be submitted electronically, as an attachment through the HlePRO. Bidders are responsible to ensure that all forms requested are attached when submitting an offer.

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

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

9. RESPONSIBILITY OF BIDDER

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

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance;
- E. Chapter 393, prepaid health care; and

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

Prior to submitting an offer vendors/contractors and service providers should register online with HCE 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 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. Bidders 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 Standings, DCCA (BREG)

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Timely Submission of Compliance of Document. The “**Certificate of Vendor Compliance**” must be submitted to the DOT-H **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 Bidder may not receive the award.

It is recommended that Bidders register with HCE prior to responding to a solicitation, to ensure timely submittal when requested. Bidders should be aware that it may take thirty (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.

10. AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsible Bidder whose offer is responsive with the lowest total sum bid price.

The quantities of bait stations, spring traps, cage traps and glue traps are estimates only for the period specified. No guarantee to purchase the exact amount of devices and services is intended or implied. The State reserves the right to increase or decrease the number of devices and services at the prices quoted.

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

Timely Submission of Certificates. The qualified Bidder with the lowest responsive offer is required to submit to the State the following:

Certificate of Insurance. Name both the Hawaii Community Development Authority and the State of Hawaii as additional insureds.

Certificate of Vendor Compliance.

W-9, Request for Taxpayer Identification Number and Certification

within ten (10) working days or earlier from the date of the request is made. If the certificate(s) and form(s) is not submitted in a timely basis, an otherwise responsive offer from a responsible Bidder may not receive the award.

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

Cancellation of RFQ and Rejection of Offers. Award shall be contingent on the availability of funds. The State reserves the right to cancel this RFQ 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.

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11. EXECUTION OF CONTRACT

The State shall send a formal contract to the successful Bidder for execution. The contract shall be signed by the successful Bidder and **returned to the State within ten (10) working days after receipt by the Bidder.**

If the option(s) to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

12. NOTICE TO PROCEED

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

No work is to be undertaken by the Contractor 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 shall not be liable for any work, state contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

13. INVOICING

Contractor shall submit an **original invoice and three (3) copies of the invoice**, which includes the Contract Number to:

Department of Transportation
Harbors Division
700 Fort Street
Honolulu, Hawaii 96813

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

For authorized extra work, not covered by the contract, but approved by the Contract Administrator (CA), a separate detailed invoice is required. The invoice shall contain date or work description of work performed, location of work, listing of parts and materials used or attached copies of invoices of parts and materials purchased. Any authorized extra work will be paid for outside of this contract.

14. PAYMENT

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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 payment 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 award of the contract, which requires payment within a shorter period, or interest payment not in conformance with applicable laws.

15. LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of his contract after the required date of said completion.

16. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

If awarded a contract in response to this solicitation, Bidder 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.

17. WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTOR PERFORMING

All Bidders 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 Bidder is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Bidder 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.

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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 \$25,000 to enforce this section.

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

The Wage Certificate must be submitted as an attachment on HlePRO.

18. SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

The Contractor will furnish a proposal to the State listing the initial cost for the installation and quantities of bait boxes stations, spring traps, cage traps and glue and any additional monthly cost for maintenance and monitoring. Any adjustments will be made through a contract modification.

The State reserves the right to increase or decrease any exterior and/or interior maintenance and monitoring services required and increase or decrease the amount of bait boxes, spring traps, cage traps and glue traps to the contract. Any adjustments will be made through a contract modification.

19. 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. The insurance shall name the Hawaii Community Development Authority and the State of Hawaii as additionally insureds.

Worker's Compensation - Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the

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requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance law in effect on the date of the execution of this contract and as modified during the duration of the contract.

General Liability - The Contractor shall obtain General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregate.

Automobile Liability - The Contractor shall obtain Automobile Liability Insurance covering all owned, non-owned and hired automobiles 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 term 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 himself or by a subcontractor or anyone directly or indirectly employed by either of them. 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, Contractor may require the subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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

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<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 in the aggregate \$1,000,000 Completed Operations Aggregate Limit \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Limit
Umbrella Liability:	\$2,000,000 Aggregate
Worker's Compensation: Laws	Coverage A: As required by Hawaii Coverage B: Employer's Liability \$1,000,000 Bodily Injury by Accident Each Accident \$1,000,000 Bodily Injury by Disease \$1,000,000 Policy Limit and \$1,000,000 Each Employee
Automobile	\$1,000,000 per occurrence and \$2,000,000 in aggregate

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the DOT-H, 700 Fort Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and DOT-H, their respective elected officials, officers, members, employees and agents are added as an additional insured as respects to operations performed for the DOT-H/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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 the DOT-H, 700 Fort Street, Honolulu, Hawaii 96813 within ten (10) working days or earlier from the date the request is**

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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 from.

The certificate of insurance is necessary to satisfy the State that the insurance provision 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 a completed certified copies of all required insurance policies, including endorsements effecting the coverage required at any time.

The Contractor will immediately provide written notice to the Department of Transportation Harbors Division, 700 Fort Street, Honolulu, Hawaii 96813 should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Failure of the Contractor to provide and keep in force 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 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 Bidders apply for the Certificate of Insurance as soon as possible to ensure timely submittal when requested.

20. COMPETENCY OF BIDDER

Bidder 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 Bidder to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Bidder to furnish to the satisfaction of the State, the goods and/or services being solicited by the STATE. Any such inquires shall be made and replied to in writing. Any Bidder who refuses to answer such inquiries will be considered non-responsive.

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21. WORKMANSHIP

All work shall be executed in a professional manner, and performed in accordance with "current industry standards. 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.

22. 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.

23. SUBCONTRACTORS

The bidder **shall not contract** any subcontractor to perform any of the duties listed in this RFQ.

24. 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.

25. 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.

26. 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 specified in the contract and the actual cost thereof to the State. In case any money due the replacement Contractor is insufficient for said purpose, the original Contractor shall pay the difference upon demand of the State. The State may utilize all other remedies provided by law.

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27. 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.

28. CANCELLATION OF SOLICITATION 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.

29. NONDISCRIMINATION

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

30. 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, or 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.

31. INDEMNIFICATION AND DEFENSE

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

32. TERMINATION FOR CONVENIENCE

The DOT-H may when in the interest of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The DOT-H shall give written

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notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

33. FINAL ACCEPTANCE

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

34. PROTEST

Pursuant to HRS §103D-701, an actual or prospective bidder 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), David L. Lee, Acting Harbor Operations Supervisor, 700 Fort Street, Honolulu, Hawaii 96813.

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

35. REQUIRED SUBMITTALS PRIOR TO AWARD

Quotes shall be electronically submitted via HlePRO no later than 2:00 PM on Friday, December 16, 2016. The Contractor shall include all taxes and all applicable fees in its quote. Only responses submitted through HlePRO shall be considered for award.

Award, if made, shall be to the lowest responsive, responsible Bidder. The DOT-H may reject any or all quotes and waive any defects if the DOT-H believes the rejection or waiver is in the best interest of the State.