

SPECIAL PROVISIONS (SERVICES)

Furnishing of Window Cleaning Services at the State Capitol, 415 South Beretania Street, Honolulu, Hawaii 96813 shall be in accordance with this RFQ including these Special Provisions, attached Specifications, and General Conditions included by reference.

TERM OF CONTRACT

The term of contract shall be from April 24, 2019 through May 17, 2019

CONTRACT EXTENSION

Unless terminated or in the event of unforeseen circumstances this contract may be extended without rebidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than an **additional three (3) months or parts thereof**. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price.

SITE INSPECTION

Prior to submission of an offer, Offeror 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 be evidence the Offeror understands the scope of work and the Contract requirements, and agrees to comply with all Contract requirements including these Specifications. No additional compensation will be made by reason of any misunderstandings or error regarding conditions at the Job Site or the amount and type of work to be performed.

SUBMISSION OF OFFERS

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

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 (return) the following forms:

- 1. Offer Form(s)**
- 2. Wage Certificate**
- 3. W-9 Request for Taxpayer I.D.**

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

Offerors are responsible to ensure all forms requested are attached when submitting an offer.

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

RESPONSIBILITY OF OFFERORS

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 ©:

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. Chapter 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 \$ 2,500 or greater.

The HCE is an electronic system that allows vendors, contractors and 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.

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. 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 ACCEPTABLE. VENDOR

COMPLIANCE – PAPER DOCUMENTS: Vendors not utilizing HCE shall provide paper certificates that must be valid at the time of award. All applications for applicable clearances are the responsibility of the vendor, who must be compliant pursuant to HRS§103D-310(c) with the chapters 1) Chapter 237, General Excise Tax Laws; 2) Chapter 382, Hawaii Employment Security Law; 3)Chapter 386, Worker's Compensation Law; 4) Chapter 392, Temporary Disability Insurance; 5)Chapter 393, Prepaid Health Care Act; and 6) §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State. Upon receipt of compliance paper documents (A-6, LIR#27, COGS), the purchasing agency reserves the right to verify their validity with the respective issuing agency.

Offerors are advised that the following paper compliance documents will be accepted and are valid for six (6) months from document date. It is the responsibility of the offeror to submit its updated paper compliance documents before the expiration date should the project completion date extend beyond the six (6) months from document date:

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 a responsible Offeror 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 takes thirty (30) working days to establish a compliance status.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the lowest responsive responsible Offeror.

Offeror must bid on all items on the Offer Form. Otherwise a responsive offer from a responsible Offeror may not receive the award.

Timely Submission of Certificates. The qualified Offeror with the lowest responsive offer is required to submit to the DAGS/CSD the following forms:

**Certificate of Vendor Compliance
W-9 Request for Taxpayer Identification**

within ten (10) working days from the date the request is made. If the forms(s) are not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror 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 Request for Quotation (RFQ) and Rejection of Offers. Award shall be contingent on the availability of funds. The State reserves the right to cancel this Request for Quotation (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.

INVOICING AND PAYMENT

The Contractor must submit an original and two (2) copies of the invoice with Certificate of Vendor Compliance (if required), payroll affidavits, affidavit of fringe benefits and force account (if required) to:

State of Hawaii
DAGS, Central Services Division
729 Kakoi Street
Honolulu, Hawaii 96819
Attn: James Hisano

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 of work, description of work performed, location of work, listed of parts and materials used or attached copies of invoices of parts and materials purchased. Any extra work will be paid for outside of this contract either by a purchase order or a purchasing card.

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.

Final Payment Requirements. For awards of **\$2,500 or more**, Contractors are required to submit a “Certificate of Vendor Compliance” for final payment.

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 contract.

Worker's Compensation – The 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 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 \$2,000,000 per occurrence and in the Aggregates.

Automobile Liability – The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than \$1,000,000 per occurrence.

The Contractor shall maintain in full force and effect during the life of this contract insurance described below to protect the contractor from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract.

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, damages, cost and expense, including all 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, or agents under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.

General Liability and Automobile Liability insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

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

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

1. "The State of Hawaii is added as an additional insured 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."

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 Award, Notice to Proceed or Purchase Order, Contractor shall provide the State of Hawaii, Department of Accounting and General Services, Central Services Division an original certified **CERTIFICATE(S) OF INSURANCE, within ten (10) working days from the date the request is made,** 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 has been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements effecting the coverage required at any time.

If the Contractor's Insurance Coverage expires during the term of the contract, the contractor is responsible to renew, notify the State of Hawaii of the new insurance coverage and submit a new **Certificate(s) of Insurance**. Also, Contractor are responsible to make sure subcontractor's insurance coverage is current and if it expires during the term of the contract, they must make sure the subcontractor's insurance coverage is renewed, the State of Hawaii is notified of the new insurance coverage and submit a new **Certificate(s) of Insurance** if required.

The Contractor 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 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 the required insurance shall be regarded as material default under this contract, entitling the State of 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 obligated 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 Certificate of Insurance as soon as possible to ensure timely submittal if requested.

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

All Vendors 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.

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, as a attachment on HlePRO, by which the Offeror certifies that services required will be performed pursuant to Section 103-55, HRS.

PERMITS, LICENSES, AND TAXES

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

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

COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state and county laws, ordinances, codes, rules and regulations, as the same may be amended from time to time, that in any way affect the Contractor's performance of this Contract.

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.

TERMINATION FOR CONVENIENCE

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

COMPETENCY OF OFFEROR

Prospective Offerors 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 Offerors 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.

REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

Offerors who are 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) possess the necessary specialty licenses to perform the work for this project.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. 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.
2. Unless otherwise required by law, the cost which have been quoted 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.
3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit an offer for the purpose of restricting competition, bid rigging, or other unlawful purpose.

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 is paid with funds appropriated by a legislative body between the execution of the contract through the completion of the contract.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this contract to any subcontractor.

NONDISCRIMINATION

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

ASBESTOS PROHIBITION

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

GUARANTEE OF WORK

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

FINAL ACCEPTANCE

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

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 Dean Shimomura, Administrator, 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>.