

**SPECIAL PROVISIONS
FOR**

**HONOAPIILANI HIGHWAY CULVERT INLET REPAIR, VICINITY OF KAHEAWA WIND FARM
ACCESS ROAD, (30C-02-20M)**

HAWAII DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
MAUI DISTRICT

These Special Provisions shall supplement and/or amend the applicable provisions of the Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as the "Standard Specifications."

SCOPE OF WORK

See attached Section 104 Scope of Work.

SCHEDULE OF COMPLETION

Project time of completion from Notice to Proceed (NTP) shall be Ninety (90) Calendar Days.

CONTRACT ADMINISTRATOR

For the purposes of this contract, Mr. Larry Hail, Design Engineer or his duly appointed representative or successor in office, is designated the Contract Administrator (CA). He can be contacted at telephone (808) 873-3567, or via email at larry.d.hail@hawaii.gov.

RESPONSIBILITY OF BIDDER

Bidder is advised that if awarded a contract under this solicitation. Bidder shall furnish proof of compliance with the requirements of §3-122-112, HAR:

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.

Refer to the "Proof of Compliance" provision for instructions regarding the furnishing of documents that is acceptable to the State as proof of compliance with the above-mentioned requirements.

ELECTRONIC PROCUREMENT

The State has established the Hawaii Electronic Procurement System (HlePRO) to solicit request for quotations (RFQ) for goods and services. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO. Registration information is available at the website: <http://hiepro.hawaii.gov>

As part of this procurement process, bidders are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory 0.75% (0.0075) and must pay the Hawaii Information Consortium, LLC (HIC) the transaction fee, which shall not exceed \$5,000.

BIDDER QUALIFICATION

Bidders shall hold a current Type A General Engineering Contractor license. Bidders shall have a minimum

of five (5) consecutive years of experience (immediately prior to the bid opening date) in the demolition, repair, and construction of concrete drainage structure improvements. Bidders must be able to produce documentation to substantiate their claim of experience in this area. Bidders shall be in full compliance with Federal & State DOT requirements.

At the time of bid opening and throughout the life of the contract, the Bidder must have a permanent service facility in the State of Hawaii from where the Bidder conducts business and must be accessible to telephone calls, complaints or emergency service requests requiring immediate attention (answering machine or service is not acceptable), and from where the service personnel are dispatched to perform the work specified in this contract.

Falsification of Contractor's or personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of contract.

Failure on the part of any Bidder to meet any of the above Bidder Qualifications may result in the rejection of bid.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in this RFQ have been arrived at independently, without consultation, communication, or agreement with any other bidder, 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 this RFQ have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

EXAMINATION OF SERVICE AREAS

Prior to submittal of a bid, bidder shall thoroughly familiarize him/herself with existing conditions and the amount and kind of work to be performed. Submission of a bid shall be evidence that bidder understands the scope of work and shall comply with these Special Provisions and Specifications. No additional compensation will be made by reason of any misunderstanding or error regarding conditions or the amount and kind of work to be performed.

BID PREPARATION

Offer Form, Page OF-1. In the appropriate space(s) on Offer page OF-1, bidder is requested to submit bid under the company's exact legal name as registered at the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract. If Offer page OF-1 is unsigned, the offer shall be automatically rejected.

Hawaii Business. A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant Non-Hawaii Business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Tax Liability. 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. If, however, a Bidder is exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidders' exempt price bid 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.

Hawaii General Excise Tax License. Bidder shall submit his current Hawaii General Excise Tax (GET) identification number in the space provided on Offer page OF-1.

Bid Price. Bid price shall include all costs for labor, equipment, transportation, mileage, supervision, all applicable taxes, and any other incidental and operational expenses incurred to provide services as specified herein. In case of a discrepancy between unit prices and the Total Bid Price on the Proposal Schedule, the unit prices shall prevail.

Proposal Guaranty. Proposal guaranty (bid bond) is NOT required for this RFQ.

Insurance. Bidder shall provide the insurance information as requested on the appropriate Offer page.

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

DISQUALIFICATION OF BID

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

- a. Bid not signed by an authorized individual.
- b. More than one bid from an individual, firm, corporation, or joint venture under the same or different names.
- c. Evidence of collusion among bidders 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).
- d. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
- e. Bid received after specified deadline for opening of bids.
- f. Evidence of any noncompliance with any applicable law, any unauthorized additions, or deletions, of submission of conditional bid, incomplete bid, or irregularities of any kind which may make the bid incomplete, indefinite, or ambiguous as to its meaning.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Section 103-55, HRS, stipulates that services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidder is hereby advised that, in the event of an increase in wages for public employees' performing similar work during the period of the contract, bidder shall be obliged to provide wages not less than those increased wages.

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

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to work performed by public employees class specifications for the State positions that perform similar duties can be viewed on the State of Hawaii's Human Resource Development website.

SUBMISSION OF OFFER

Offers shall be received electronically through the HlePRO. Offers received outside of the HlePRO shall not be considered for award. To register for the HlePRO through the system manager, refer to the State Procurement Office (SPO) website: www.spo.hawaii.gov. Click on the Hawaii Electronic Procurement System (HlePRO), then, HlePRO Vendor Registration Walk Through Instructions and HlePRO VENDOR REGISTRATION.

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

Offeror's must attach a copy of all completed Offer Form pages, OF-1 to OF-3, and the Wage Certificate, WC-1. These documents must be submitted electronically through the HlePRO.

AWARD OF RFQ

Method of Award. Award, if made, shall be to the responsive, responsible bidder submitting the lowest Total Bid Price.

Hawaii Compliance Express. A Certificate of Vendor Compliance may be obtained through the Hawaii Compliance Express (HCE). This service allows contractors to register online through a simple wizard interface at: <http://vendors.ehawaii.gov/hce/splash/welcome.html>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors are required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations 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 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 subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor 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.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 combined single limit
Workers' Compensation	The Contractor shall maintain workers' compensation and employer's liability insurance that comply with statutory limits

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 30 days written notice has been given to the State of Hawaii, Department of Transportation, Highways Division, 650 Palapala Drive, Kahului, Maui, HI 96732."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the 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.

Upon Contractors execution of the contract, the Contractor agrees to deposit with Hawaii Department of Transportation, Highways Division (HDOT-HWY) certificate(s) of insurance necessary to satisfy HDOT-HWY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with HDOT-HWY during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by HDOT-HWY, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract entitling HDOT-HWY 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 or 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.

PERFORMANCE OR PAYMENT BOND

A Performance Bond equal to 100% of the Total Bid Price shall be required.

NOTICE TO PROCEED

HDOT-HWY will issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the successful bidder prior to issuance of the Notice to Proceed. HDOT-HWY is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

INVOICING

Contractor shall email invoices to dot.hwym.invoices@hawaii.gov.

All invoices shall reference the RFQ.

All invoices shall reference the project number **30C-02-20M** and applicable Work Order and Purchase Order numbers.

PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC (HIC)

The Hawaii Electronic Procurement System (HlePRO) is administered by Office of the State Auditor. The HlePRO Contractor shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice.