Hawaii Public Housing Authority
State of Hawaii

IFB-PMB-2012-02

Invitation-For-Bids (IFB) to Furnish Tree Trimming Services at Puuwai Momi and Hale Laulima under Asset Management Project 30 located on the island of Oahu

NOTE: If this Invitation for Bids was downloaded from the Hawaii Public Housing Authority's website, each interested bidder must complete the sign-in sheet and provide the necessary contact information to the listed IFB Coordinator to be notified of any changes. For your convenience, you may download the IFB Sign-In, complete and email, fax or mail to the IFB Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this IFB if a bid offer is submitted from an incomplete IFB.

Issued January 30, 2012

EQUAL HOUSING OPPORTUNITY

Notice to Bidders
(Chapter 103D, HRS)

INVITATION FOR BIDS (IFB) No. PMB-2012-02

Notice is hereby given that pursuant to Chapter §103D, Hawaii Revised Statutes (HRS), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for furnishing tree trimming services at the following federal low income public housing complexes located on Oahu:

AMP 30	Puuwai Momi (1026)	99-132 Kohomua Street Aiea, Hawaii 96701
	Hale Laulima (1027)	1184 Waimano Home Road Pearl City, Hawaii 96782

The Invitation for Bids, Specifications and Bid Offer Form may be picked up beginning January 30, 2012 at the HPHA, 1002 North School Street, Building D – Contract and Procurement Office, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: www.hpha.hawaii.gov. Interested bidders are encouraged to attend an optional Pre-Bid Conference. The HPHA will conduct a Pre-Bid Conference on Monday, February 6, 2012 at the Honolulu Community Action Program – Makalapa Community Center, 99-102 Kalaloa Street, Aiea, Hawaii 96701 at 9:00 a.m. Hawaii Standard Time (HST) with a site inspection to follow at approximately 10:15 a.m.. All interested bidders are strongly encouraged to attend.

Sealed bids will be received at the HPHA, 1002 North School Street, Building D – Central Files until 10:00 a.m. HST, Wednesday, February 22, 2012. Opening of bids will commence at 10:15 a.m. HST on Wednesday, February 22, 2012.

The Hawaii Public Housing Authority reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Rick Sogawa at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

EQUAL HOUSING OPPORTUNITY

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Section 1
Administrative Overview

Section 1
Administrative Overview

I. Authority

This Invitation For Bids (IFB) is issued under the provisions of Chapter 103D HRS, and the related administrative rules, and the United States Department of Housing and Urban Development's (HUD) regulations, HUD Handbook 7460.8 REV 2, dated 2/2007. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

II. IFB Organization

This IFB is organized into five (5) sections:

Section 1	Administrative Overview – Provides interested bidders with an overview of the procurement process.
Section 2	Scope of Work and Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates bidders' responsibilities, and defines applicable deliverables.
Section 3	Bid Form and Instructions – Describes the required format and content for the bid.
Section 4	Bid Evaluation & Award– Describes how the bids will be evaluated by the HPHA.
Section 5	Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the Contract resulting from this solicitation. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street
Honolulu, Hawaii 96817

Telephone: (808) 832-6038 Fax: (808) 832-6039

For the purpose of this solicitation, the IFB Coordinator or his/her designated representative is listed below:

Rick Sogawa
Contract and Procurement Office
1002 North School Street Bldg D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038 Fax: (808) 832-6039
Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without prior written notice.

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch (PMMSB). For the purpose of this solicitation, the Contract Administrator or his/her designated representative is listed below:

William Richardson
Property Management and Maintenance Services Branch
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817 Telephone: (808) 832-4686

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidde of any change.

For the purpose of this solicitation, the Officer-In-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-In-Charge. For the purpose of this Contract, the Officer-In-Charge (OIC) is:

Asset Management Project	Complex	Office Address	Officer-in-Charge
30	Puuwai Momi (1026)	99-132 Kohomua Street Honolulu, Hawaii 96817	Ms. MaryJane Hall-Ramiro Ph. 483-2550
30	Hale Laulima (1027)	1184 Waimano Home Road Pearl City, Hawaii 96817	Ms. MaryJane Hall-Ramiro Ph. 483-2550

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Officer-In-Charge.

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing IFB	January 30, 2012
Distribution of bid specs/bid form	January 30, 2012
Pre-Bid Conference	February 6, 2012
Site inspection period	February 6 – 21, 2012

Bid submittal deadlines	February 22, 2012
Bid Opening	February 22, 2012
Notice of award	February 2012
Contract execution	March 2012
Contract start date	Upon Notice to Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice, when it is in the best interests of the State. The contract execution and start date are subject to the availability of funds and HUD approval. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Conference & Site Inspection

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on Monday, February 6, 2012 at the Honolulu Community Action Program – Makalapa Community Center, 99-102 Kalaloa Street, Aiea, Hawaii 96701 from approximately 9:00 a.m. – 10:00 a.m. Hawaii Standard Time (HST). A site inspection will commence after the Pre-Bid Conference at approximately 10:15 a.m. HST.

Interested bidders unable to attend the site inspection may contact the OIC for other arrangements during the stated site inspection period listed above.

Prior to submittal of a bid, interested bidders may inspect the housing complexes to become thoroughly familiarized with existing conditions and the amount and kind of work to be performed. Submission of a bid shall be evidence that the interested bidder understands the scope of work and shall comply with these specifications. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

Impromptu questions will be permitted at the Pre-Bid Conference and site inspection and informal verbal responses will be provided. Verbal responses provided at the Pre-Bid Conference and/or site inspection are not binding and are only intended as general direction. Formal official written responses to substantive questions will be provided to each known interested bidder as set forth in paragraph VI below not later than February 17, 2012.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section 1 of this IFB. The deadline for submission of written questions is 4:30 p.m. HST on February 10, 2012. All written questions will receive a written response from the HPHA. Electronic mail and facsimiles transmissions shall be accepted. The HPHA's responses to interested bidders' written questions will be sent to all interested bidders via mail, electronic mail, or facsimile not later than February 17, 2012 or as soon as practicable.

VII. Submission of Sealed Bids

A. **Forms/Formats** –The Bid Offer Form is attached at Section 4 of this solicitation. See Attachment 2.

Interested bidders shall also follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, form HUD 5369-C. See Attachments 12 and 13.

B. **Bid Submittal** – Sealed bids must be postmarked by the United States Postal Service (USPS) or hand delivered by the date and time designated in the procurement timeline. Any bids post-marked or received after the designated date and time shall be rejected. All bids must be in the HPHA's possession by the submittal time deadline to be considered responsive. Note that postmarks must be by the USPS or the bid will be considered hand-delivered and shall be rejected if late. **Electronic mail and facsimile transmissions of the Bid Offer Form shall not be accepted.**

The Bid Offer Form must be submitted in a sealed envelope and properly identified as a sealed bid in response to this IFB. Any bid documents not properly sealed or submitted via email or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

C. **Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of $25,000, the Successful Bidder shall certify that it is in compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of the Successful Bidder(s) performing services. Section 103-55, HRS, provides that the 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. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor(s) shall be obligated to provide wages not less than those increased wages.

Interested bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Contractor shall be further obliged to notify their employees performing work under this Contract of the provisions of section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees.

D. **Confidential Information** – If an interested bidder believes that any portion of

their bid contains information that should be withheld as confidential, the interested bidder shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. **Price is not considered confidential and will not be withheld.**

VIII. Discussion with Interested Bidders Prior to Bid Submission

Discussions may be conducted with interested bidders to promote understanding of the HPHA's requirements.

IX. Opening of Bids

Upon receipt of sealed bids by the HPHA at the designated location, bids, modifications to bids, and withdrawals of bids shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state contracting office and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened at the bid opening. All bids must be in the HPHA's possession by the submittal time deadline. Bid opening will commence at 10:15 a.m. HST on February 22 , 2012 at the HPHA, 1002 North School Street, Bldg D – Contract and Procurement Office, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA has received a bid that was misplaced or mishandled, through no fault of the interested bidder, by the HPHA, the HPHA shall publicly open the bid as soon as possible, contact all prospective bidders to inform them of the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received by the HPHA by the posted due date, was in the possession of the HPHA, and that the document was not properly opened during the posted bid opening date and time due to the HPHA's failure to properly manage the bid document.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted unless specifically requested within the technical specifications. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested and will not be deemed to vary any of the provisions of this IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this solicitation at any time prior to the closing date for the final revised bids or as allowed under section 3-122, Hawaii Administrative

Rules (HAR). Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile or United States Postal Service (USPS).

XII. Cancellation of the Invitation for Bids

The solicitation may be canceled and any or all bids may be rejected in whole or in part at the HPHA's sole discretion when it is determined to be in the best interests of the State.

XIII. Costs for Bid Preparation and Verification

Any costs incurred by interested bidders in preparing or submitting a bid are the interested bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the interested bidder's sole responsibility.

Interested bidders shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Mistakes in Bids

While interested bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the bidder to the extent that it is not contrary to the best interest of the purchasing agency or to the fair treatment of other interested bidders. Mistakes in bids shall be handled as provided for in section 3-122, HAR, and HUD requirements at HUD Handbook 7460.8 REV 2, dated 2/2007.

XV. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this solicitation and which demonstrate an understanding of the service specifications. Any bid offering any other set of terms and conditions contradictory to those included in this solicitation may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price. A bid offer is unreasonable in price, if the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, including Determined to be unreasonable in price, including not only the total the total price of the bid offer and the prices for individual items; or

2. Materially unbalanced. A bid is materially unbalanced if there is a reasonable doubt that the bid would result in the lowest overall cost or the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bidding is at a very high price for the first item and extremely low for subsequent items.

XVI. Notice of Award

An award shall be made to the responsive and responsible bidder submitting the lowest total sum bid price for the 60-day period.

An award shall be made as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest total sum bid price for the 60-day period located on Bid Offer Form. See Attachment 2.

2. In the case of a tie, the bid shall be awarded by the flip of a coin or some other random means of selection to be determined by the State.

Any Contract arising out of this solicitation shall be subject to the approval of the Department of the Attorney General as to form and to all further approvals, including the approval of HUD and as required by statute, regulation, rule, order or other directive.

The Successful Bidder shall receive a Notice of Award which will indicate that the Successful Bidder has been selected to provide services under this solicitation.

No work shall be undertaken by the Successful Bidder prior to the Contract start date and receipt of the Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the Contract Start and receipt of the Notice to Proceed date.

Interested bidders shall produce documents to the procurement officer to demonstrate compliance with the Reference Responsibility of Bidder in section 3-122-112, HAR. The Successful Bidder receiving an award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and service specifications are included herein. See respective Attachment 10 and 11.

XVII. Protests

Pursuant to section 103-71, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

(1) A state contracting office's failure to follow procedures established by Chapter 103D, HRS;

(2) A state contracting office's failure to follow any rule established by Chapter 103D, HRS; and

(3) A state contracting office's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state contracting office.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office and the Procurement Officer as indicated below within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at http://www.hawaii.gov/spo2/source/.

Head of State Contracting office		**Procurement Officer**	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Acting Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

XVIII. Availability of Funds

The award of a Contract and any allowed extension are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and/or appropriation by the United States Congress and is subject to the availability and allocation by the State Legislature and/or the United States Department of Housing and Urban Development. The HPHA shall retain the authority to cancel an award and/or not exercise the option period due to the lack of available funds.

XIX. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator and OIC. The HPHA shall provide the Successful Bidder with a copy of all monitoring reports for their information and necessary corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the general conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work of the Contract, but shall continue for the duration of time as deemed necessary by the HPHA.

XX. General and Special Conditions of Contract

The General Conditions of the Contract set forth in Attachments 10 and 11 may also be found on the SPO website at www.spo.hawaii.gov and the HUD website at www.hudclips.org, respectively.

Any necessary Special Conditions may be imposed under the Contract by the HPHA. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXI. Cost Principles

The HPHA shall utilize standard cost principles at section 3-123 HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under State and Federal law.

(END OF SECTION)

Section 2
Scope of Work & Specifications

Section 2
Specifications

I. Introduction

A. Purpose or Need

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all state housing functions and is administratively attached to the Department of Human Services. The authority is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing needs of low income families in Hawaii. The purpose of this IFB is to competitively procure tree trimming services for Puuwai Momi and Hale Laulima under Asset Management Project 30 located on the Island of Oahu.

B. Area of Service

The Successful Bidder shall be required to provide services to the complexes as follows:

AMP 30	Puuwai Momi (1026)	99-132 Kohomua Street Aiea, Hawaii 96701
AMP 30	Hale Laulima (1027)	1184 Waimano Home Road Pearl City, Hawaii 96782

C. Funding Source and Period of Availability

Funds are subject to appropriation by the State's Director of Finance and/or the U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by the HPHA.

It is understood that an award shall not be binding unless the HPHA and/or the State Comptroller indicates that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this solicitation is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

If there should be insufficient funds for any portion of the Contract period beyond the initial 60-day period, the HPHA may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

Any additional services purchased under the terms of the Contract resulting from this solicitation shall be at the same or similar contracted rates.

Any use of Federal funds may require the prior written approval of the U.S. Department of Housing and Urban Development.

II. General Requirements

A. Bid Preparation

1. The Successful Bidder shall comply with the Chapter 103D, HRS. Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder shall also comply with applicable HUD rules at Handbook No. 2210.18 REV 2 dated 2/2007.

2. The interested bidder must have the appropriate tree trimming license from the State of Hawaii, Department of Commerce and Consumer Affairs at the time of bid opening. The interested bidder shall provide the license number on the Bid Offer Form where indicated. An award will not be made to any bidder failing to meet this qualification requirement.

3. The interested bidder shall have an Arborist, certified by the International Society of Aboriculture (ISA), directly supervise, at all times, the tree trimming work specified herein at the time of bid opening. The interested bidder shall provide in the spaces provided on the Bid Offer Form, the name of the ISA member providing supervision for the work herein, his/her membership number and membership expiration date.

4. The interested bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by and at the discretion of the Executive Director of the HPHA for debts recently acquired and for debts, which have a repayment plan approved by the Executive Director of the HPHA.

5. The interested bidder must be in good standing with the Department of Commerce and Consumer Affairs and shall submit a certificate to the HPHA with the Bid Offer Form.

   To obtain a *Certificate of Good Standing* go online to www.hawaii.gov/dcca/areas/breg and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six (6) months from date of issue and must be valid on the date it is received by the contracting office. The Successful Bidder(s) is advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

6. Pursuant to section 103D-328, HRS, interested bidder(s) shall be required to submit a valid tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to the HPHA with the Bid Offer Form.

7. Pursuant to section 103D-310(c), HRS, the Successful Bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to the HPHA with the Bid Offer Form. The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the contracting office.

   The certificate of compliance may be obtained on the State of Hawaii, *DLIR APPLICATIONS FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAWAII ADMINISTRATIVE RULES, Form LIR#27* which is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Successful Bidder, who in turn shall submit it to the HPHA.

   The application for the certificate is the responsibility of the interested bidder, and must be submitted directly to the DLIR and not to the contracting office for processing.

8. Interested bidders shall use the Hawaii Compliance Express ("HCE"), which allows business to register online through a simple wizard interface at: http://vendors.ehawaii.gov/hce/splash/welcom.html.

   The HCE provides the Successful Bidder(s) with a "Certificate of Vendor Compliance" with current compliance status of the issuance date to compliance with following State laws: Tax Clearance, Form A-6; Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). Vendors that elect to use the HCE services will be required to pay an annual fee of $12.00 to the Hawaii Information Consortium, LLC.

9. The Successful Bidder shall maintain insurance acceptable to the HPHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Successful Bidder shall provide the following coverages:

Coverage	Limit
General Liability Insurance (occurrence form)	$2,000,000 combined single limit per occurrence for bodily injury and property damage.
Personal Injury Liability	$1,000,000 single limits per occurrence

	$2,000,000 for general aggregate
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $1,000,000 each person and $1,000,000. per accident and property damage liability limits of $1,000,000 per accident OR $2,000,000 combined single limit.
Workers Compensation as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

The State of Hawaii and HPHA, its elected and appointed officials, officers, and employees shall be named as additional insured as to operations performed under this Contract.

The Successful Bidder agrees to provide the HPHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the State that the Successful Bidder has complied with the insurance provisions of this Contract. The Successful Bidder shall keep such insurance in effect and the certificate(s) of insurance on deposit with the HPHA during the entire term of this Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect in connection with this Contract.

The Successful Bidder shall notify the HPHA in writing of any cancellation or change in provisions within thirty (30) calendar days prior to the effective date of such cancellation or change.

10. Interested bidders are advised that if awarded a Contract under this IFB, the Successful Bidder must furnish proof of compliance with the requirements of section 3-122-112, HAR:

a. Chapter 237, HAR, tax clearance;
b. Chapter 383, HAR, unemployment insurance;
c. Chapter 386, HAR, workers' compensation;
d. Chapter 392, HAR, temporary disability insurance;
e. Chapter 393, HAR, prepaid health care; and
f. One of the following:

1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
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. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore is not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on page 1 of the Successful Bidder's Bid Offer Form will be used to confirm that the Successful Bidder is a Hawaii business. See Attachment 2.

2. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").
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. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING.*

The above certificates should be applied for and submitted with the Bid Offer Form. If a valid certificate is not submitted with the Bid Offer Form, an otherwise responsive and responsible bid may not receive the award.

11. No performance or payment bond is required.

12. The Successful Bidder shall have a permanent office on the island of Oahu from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. A permanent office location and phone number shall be stated on the Bid Offer Form.

13. The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u. The purpose of this section 3 is to ensure that employment and

other opportunities generated by HUD assistance covered by Section 3 shall to be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Bidder must certify that it is under no contractual or other impediment that would prevent it from complying with 24 CFR part 135 regulations. The Successful Bidder must also certify that any vacant position that is filled after the Successful Bidder is selected, but before the Contract is executed was not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.

B. Type of Contract

The Successful Bidder shall be required to execute a Contract Based on Competitive Sealed Bids for Goods and Services. See Attachments 4 - 9.

C. Single or Multiple Contracts to be Awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or Multi-Term Contracts to be Awarded

☒ Single term (≤ 2 yrs) ☐ Multi-term (≥ 2 yrs.)

Initial term of contract:	60 days
Length of extension:	Up to 30 days (may be less than 30 days when it is in the best interest of the State)
Maximum length of contract:	90 days

The initial period shall commence on the Contract start date or Notice to Proceed, whichever is later. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed thirty (30) days. Contract extensions shall be awarded at the same or comparable rates as the primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval, in writing, of the extension prior to execution of a Supplemental Contract; and

5. The Contractor must obtain HPHA approval in writing and a notice to proceed with the extension; and
6. The Contractor shall be in good standing with the Department of Commerce and Consumer Affairs, the Hawaii State Tax Office, the Internal Revenue Service and be compliant with the Department of Labor and Industrial Relations; and
7. The HPHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
8. The necessary State and/or Federal funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the HPHA. Changes to the number of trees, type of trees and description of service may be requested prior to the execution of the Supplemental Contract at the same rate as proposed in the original bid unless price adjustments are provided herein.

Prior to contract execution, the Successful Bidder shall provide the requested insurance information. Prior to execution of a Supplemental Contract, the Successful Bidder shall provide: 1) valid DLIR Certificate of Compliance; 2) valid DCCA Certificate of Good Standing; 3) valid Hawaii State Tax Clearance; and 4) valid Federal Tax Clearance. The Successful Bidder shall be responsible for the State of Hawaii general excise tax and all other applicable taxes.

E. Bid Price

(Refer to Section 3 Bid Forms and Instructions page 29 for Bid Price calculations)

The Total Sum Bid Price shall include costs for all labor, equipment, materials, applicable taxes and any other expenses incurred to provide tree trimming services as specified herein. Interested bidders are to specify the unit bid price per tree and the total sum bid price.

For evaluation purposes, interested bidders are to specify the number of workers and estimated number of hours to complete the job on the Bid Offer Form. The Total Sum Bid Price shall include the estimated total labor amount plus other costs. Other costs may include but are not limited to equipment, materials, costs for benefits required by law, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance. Other costs shall not include cost for labor. All labor cost shall be included in the estimated total labor line item.

Bid price per hour shall be applicable to tree trimming services provided during work hours. The State is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

F. Statutory Requirements of Section 103-55, HRS

Interested bidders shall complete and submit the attached wage certification by which the Interested Bidder certifies that the services required will be performed pursuant to section 103-55, HRS.

Interested bidders are advised that section 103-55, HRS, provides that the 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. Successful Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to provide wages no less that those increased wages.

The State has determined that work to be done under this Contract is similar to various Tree Trimmer positions; therefore, the Successful Bidder will be required to pay their employees the prevailing State wages for work performed under this Contract. The hourly wages paid to these State positions are:

Class	Hourly Rate Eff 3/01/2009
Tree Trimmer Helper (BC 03)	$16.43
Tree Trimmer (BC 07)	$19.22
Tree-Trimmer-Truck Drive (BC 05)	$17.77
Tree Trimmer-Heavy Truck Driver (BC 07)	$19.22
Tree Trimmer Equipment Operator (BC 08)	$20.00

G. Contract Price Adjustment Due to Increase in State Wages

At the release of this solicitation, only the current wages of State employees performing similar work are known. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in contract price in order to correspondingly increase the wages of the Successful Bidder's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, including without limitation, such as federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Successful Bidder will not be paid for any reimbursement of retroactive pay as negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase shall not be considered.

2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, for example, that its employee are paid not less than the known wage of the State position listed herein. Documentation shall include the employee payroll records and a statement that the employees are being utilized for this Contract.

3. Request for increase in wages must be made in writing to the HPHA on a timely basis:

   a. Request for increase in wages for the initial Contract and any Supplemental period must be made as soon as practicable after the State wage agreements are made public. An approved request will be retroactive to the date of increase for the State employees, if the Successful Bidder submits adequate documentation that it provided its employees with a wage increase.

   b. Request for increase in wages for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder may call the IFB Coordinator named in this IFB to obtain the current wage information or may download the information from the Department of Human Resource Development's website at the following address:

http://www.hawaii.gov/hrd/main/HRDInfoCentral/DocCentral/SalarySchedules/BU01/

H. Price Adjustment by the State

The Successful Bidder shall agree to make changes to the scope of services when requested by the HPHA, if there is a need for an increase/decrease in the number of trees to be trimmed or removed due to unpredictable circumstances at the time of this solicitation.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of services shall be monitored by the Contract Administrator and OIC or their designated representative. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and OIC or their designated representative.

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the

Successful Bidder directly.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this solicitation, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services. The HPHA will deduct from the Successful Bidder such cost and from any moneys for the cost to the HPHA of procuring such services due or that may thereafter become due to the Successful Bidder. In case money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Damages

1. Liquidated damages is fixed at the sum of FIFTY DOLLARS ($50.00) for each calendar day the Successful Bidder fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The Successful Bidder shall repair all damages caused by Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to bidder. In the event money due to the bidder is insufficient for this purpose, bidder shall pay the difference upon demand by the HPHA.

3. The Successful Bidder shall replace all damaged plants as a result of the work, with the same kind and size of plants and shall repair damages to capital improvements and non-contracted items.

4. The Successful Bidder shall take precautions against damages caused by the hauling of large branches from falling places to shredder or trash removal vehicles. All damages shall be repaired at the expense of the Successful Bidder. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to bidder. In the event money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

5. Any holes and depressions caused by the Successful Bidder shall be repaired to the surrounding ground level with appropriate material.

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the general conditions.

IV. SCOPE OF WORK & SPECIFICATIONS

The Successful Bidder shall provide tree trimming services described in Attachment 3 to include all labor, equipment, tools and materials required to perform the work in accordance with the specifications herein. See Attachment 3.

In return for the bid price submitted, the HPHA will purchase all of their requirements for tree trimming services for the complexes described in Attachment 3 to the Successful Bidder. However, when the type or quality of service is not suited to the HPHA's purpose, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder.

Frequency and exact quantities listed on the bid are for the purpose of calculating single unit pricing without giving weight to any particular item. No guarantee to purchase an exact amount of services is intended or implied.

A. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property.

b. During the performance of this Contract, the Successful Bidder shall agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, disability ancestry/national origin, familial status, age, marital status, HIV infection, sexual orientation, gender identity or expression. The Successful Bidder shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, disability ancestry/national origin, familial status, age, marital status, HIV infection, sexual orientation, gender identity or expression. Such action shall include without limitation, to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

c. The Successful Bidder shall hire or subcontract a certified arborist or horticulturalist to oversee all work specified in this solicitation.

d. A minimum of one (1) English-speaking supervisor per crew shall be present to supervise the performance of work at all times.

e. All safety requirements shall be exercised including, but not limited to, the use of reinforced climbing belts, hardhats, shoes, eye protectors, traffic cones, flags, and ropes to direct pedestrians and vehicles away from hazards and rope work or other reasonable substitute to safely lower heavy trimmings. The Successful Bidder shall bear full responsibility for the safety and appropriateness of its workers' apparel and personal gear.

2. Administrative

a. The OIC or Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected by the time periods specified herein for payment adjustment purposes. Liquidated damages shall apply for failure to comply.

3. Payment

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

b. The Successful Bidder shall submit one (1) invoice at the completion of the scheduled work, for goods and services rendered to:

Hawaii Public Housing Authority
Attn: Property Management and Maintenance Services Branch
P.O. Box 17907
Honolulu, HI 96817

The date of the invoice shall be the date received by the HPHA.

c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the OIC that the Successful Bidder has satisfactorily performed the services specified.

Payment shall be made on the actual number of trees trimmed or removed according to the unit bid price submitted on the Bid Form. The Successful Bidder shall submit invoices for payment, listing the service date and type of tree. All charges for any additional work, if any, shall be described, and the charges shall be computed at the contracted rate per hour on a separate invoice. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed including without limitation damages for failure to deliver the services within the required timeline.

d. Charges for emergency situations, increases and changes in tree trimming services shall be submitted on a separate invoice and will be paid for by purchase order.

e. For final payment, the Successful Bidder must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at www.spo.hawaii.gov. Select "forms for Vendors/Contractors" from the Chapter 103D, HRS, pop up menu.

   The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, may accompany the invoice for final payment on the Contract.

B. Tree Trimming Terminology

a. Branch Collar: The bark tissue formed between the branch and the main trunk; or, between any branches or limbs.

b. Compartmentalization: Process where tree bark closes over cut ends to create wound closure.

c. Crown: The part of the tree, made of branches and leaves, from the lowest branches to the top of the tree.

d. Crown cleaning: Removing dying, decayed, diseased, weak, poorly attached, and dead branches from the crown.

e. Crown containment: Removing branches growing outside from and not part of the exterior surface of the crown.

f. Crown raising: Removing the lowest branches of the crown. Also called raising the ceiling of the tree.

g. Crown thinning: Removing branches to increase light penetration, air movement, and reduce weight of the crown.

h. Dead and diseased wood: Dead or dying branches or woody tissue. Branches are dying where recovery will not occur and/or branches will never thrive.

i. Lion's tail: Conditions where limb or branch is bare of foliage except at the tips. The limb resembles the tail of a lion. Condition results from trimming operations, or tree's response to stub cutting limb.

j. Stump grind: Mechanical grinding of the stump and any above and below grade roots to render the tree unable to grow.

k. Stub cutting: Trimming operation where branches are cut too far from the branch collar to allow for compartmentalization of the cut end. Stub cut branches typically have no foliage.

l. Suckers: Vigorous, usually vertical, shoots growing from tree root area.

m. Topping or heading: Trimming operation where crown height or spread is reduced by removing trunk, limbs, or branches without regard for compartmentalization of the cut end. This would be similar to stub cutting.

n. Water sprouts: Vigorous, usually vertical, shoots growing from above grade portions of the tree.

C. Minimum and/or Mandatory Requirements for Goods/Services

1. General

a. The OIC shall coordinate a schedule with the Successful Bidder for tree trimming services. Any changes to the schedule shall be agreed upon by both parties no less than five (5) business days prior to the scheduled date.

b. All work must be done between 7:45 a.m. and 3:30 p.m., Monday through Friday, excluding State holidays.

c. The Successful Bidder shall provide proper safety signs, as necessary, and shall not obstruct the free flow of traffic, ingress and egress of private driveways and public right-of-way access. The Successful Bidder shall also take adequate measures to alert, warn and protect the public from any danger of falling or flying debris, in and around the immediate work site.

d. The Successful Bidder vehicles shall be restricted to existing roadways located in the projects. No vehicles shall be permitted on grassy areas or walk ways without prior approval from the OIC.

e. If necessary, the Successful Bidder may utilize a truck or trucks with a hoist and bucket or similar equipment in order to carry out the trimming, shaping and pruning work in accordance with the specifications of this solicitation.

2. Work Requirements

a. The Successful Bidder shall use best horticultural practices to perform all tree trimming operations.

b. The Successful Bidder shall determine if trees to be trimmed exhibit conditions hazardous to vehicles, buildings, walls, paving, irrigation systems, planting, and other site amenities and the general public; and detrimental to the well-being of the tree. If such conditions exist, the Successful Bidder shall immediately notify the OIC.

c. The use of climbing spurs and spikes shall be allowed for climbing coconut trees.

d. All pruning cuts shall be performed with pruning shears, lopping shears, hand, pole or chain saws only. Cane knives and machetes are only allowed for services being performed on coconut trees.

e. Proper pruning cuts shall be performed to prevent bark tears and to promote compartmentalization of cut ends.

f. Stub cutting is not allowed. Cuts shall be made close to the branch collar.

g. Lion's tailing is not allowed. After trimming adequate foliage shall remain to provide proper growth and vigor of the tree limbs.

h. Topping or heading is not allowed.

i. Rope work or a crane shall be used to prevent damages from falling logs and branches. Under no circumstances shall large limbs be allowed to "fall with force" on the HPHA's properties. The Successful Bidder may be required to lower all branches with ropes to prevent damage to the understory including without limitation any plants growing under tree branches to be removed.

j. All dead, dying wood and stub cuts shall be removed from the tree.

k. Watersprouts in the crown shall be selectively removed to minimize flush of watersprouts after trimming.

l. Clearing trees from trees or other objects shall be horizontal clearance. Clearing trees above trees or other objects shall be vertical clearance.

Clearing all around trees or other objects shall be horizontal and vertical clearance.

m. Clearing from wires shall be performed by Tree Trimmers qualified and certified to do the work.

n. Raising the ceiling height, crown raising, shall be done to heights above finish grade, unless indicated otherwise.

o. All trees near a building shall be cut back from building.

3. Type of Service

Tree removal and uprooted

a. Trees to be removed shall be stump ground. All stump and above grade roots shall be ground to eight to twelve inches (8" - 12") depth. After grinding, grindings shall be removed and hole shall be backfilled with grindings and soil, so at final settlement top is level with surrounding finish grade.

b. If the trees are uprooted, the stump shall be cut twelve inches (12") below ground level, treated with herbicide mixture as described above and backfilled with top soil.

Root Pruning

a. Root pruning above or below ground level in accordance with accepted horticultural practices unless directed by the OIC or his representative.

b. Where it is determined by the Successful Bidder and approved by the OIC, the Successful Bidder will install an acceptable biobarrier.

Removal of Trimmings and Debris

a. The Successful Bidder shall completely remove all trimmings and any other debris resulting from the work on a **daily** basis. All refuse shall be disposed of off-site at locations meeting all Federal, State and County ordinances and regulations. As possible, the Successful Bidder shall dispose of refuse at recycling facilities. Burning of trimmings and debris at the work site shall not be allowed.

b. The Successful Bidder shall not dispose of tree trimmings or debris on HPHA property or in HPHA's trash receptacles.

c. Trimmings and debris which may include sawdust generated as a result of the work, shall not be left unattended at the work site by the Successful Bidder.

d. The HPHA reserves the right to take, remove and use any of the trimmed materials. In such an event, the HPHA shall segregate and remove the desired trimmings from the work site. The HPHA shall notify the Successful Bidder prior to the start of work of its intention to exercise this right.

e. There shall be no exceptions to the requirements on removal of trimmings and debris.

4. Reporting

a. Unless otherwise instructed, the Successful Bidder shall report to the OIC the progress of the work giving the location and number of trees trimmed or pruned. The Successful Bidder shall also furnish information on the location and the number of trees to be trimmed and pruned for that current day. Any tree that is diseased, damaged or in adverse condition must also be reported by the Successful Bidder. All work is subject to approval by the OIC.

5. Inspection

a. Work tools, materials, supplies, appurtenances and other equipment shall be subject to inspection at the work site by the OIC during and after the completion of work.

b. All corrective measures shall be documented on inspection forms. The Successful Bidder shall comply with all notices for corrective work or correction of defective tools and equipment and shall perform all additional work to correct the existing substandard condition.

c. Final inspection by the HPHA shall be made within two (2) days after completion of the job.

6. Increase, Decrease, or Change in Services

a. The HPHA reserves the right to increase or decrease the requirement for tree trimming services during inspection and also during the Contract period.

b. All requests for increased services shall be provided at the same or similar rates for trees of like shape, size, or species.

c. Adverse conditions which may require major field changes not stated in the contract must be reported to the OIC or his authorized representative. All modifications required prior written approval by the HPHA.

(END OF SECTION)

Section 3
Bid Forms and Instructions

Section 3
Bid Forms and Instructions

General Instructions for Completing Forms

1. *Bid offers shall be submitted to the HPHA in the prescribed format as outlined within this solicitation*
2. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
3. *A written response is required for each item unless otherwise indicated.*
4. *Bid documents and all certifications should be completed with black ink.*

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Electronic mail and facsimile transmissions shall not be accepted.

Interested bidders shall submit its bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

Interested bidders are required to submit the following certifications with the Bid Offer Form as issued by the Hawaii Compliance Express. Details regarding this online application process can be viewed at: http://vendors.ehawaii.gov/hce/.

a. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
c. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
d. Hawaii State Tax Clearance; and
e. Federal Tax Clearance.

Interested bidders are required to submit the following with the Bid Offer Form:

a. Wage Certification; and
b. Corporate Resolution evidencing who is authorized to sign bid documents and contracts on behalf of the interested bidder.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Offer From on page 1 is unsigned or the affixed signature is a facsimile or a photocopy, the Bid Offer Form shall be automatically rejected. If the Bid Offer Form is not signed by an authorized representative as submitted on the corporate resolution, the Bid Offer Form shall be automatically rejected. Interested bidders shall at least three (3) references for whom it has performed similar services.

A bid security deposit is not required for this IFB. The Bid Offer Form is provided in this solicitation. See Attachment 2.

Bid Quotation. The total bid price per group shall include costs for all labor, equipment, materials, applicable taxes and any other expenses incurred to provide tree trimming services as specified herein. Interested bidders are to provide the information requested on the Bid Offer Form regarding the unit bid price per tree and the total bid price for each group. Interested bidders shall use the following formula to determine the Total Bid Price for each group:

Total Quantity	x	Unit bid price per tree	=	Total Bid Price

For evaluation purposes, interested bidders are to specify the number of workers and estimated number of hours to complete the job for each group on the Bid Form. The Total Sum Bid Price shall include the estimated total labor amount plus other costs. Other costs may include but are not limited to equipment, materials, costs for benefits required by law, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance. Other costs shall not include cost for labor. All labor cost shall be included in the estimated total labor line item.

Tax Exempt Vendors. If an interested offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, interested offerors shall state its tax-exempt status and cite the HRS chapter or section that allows the exemption.

II. HUD Forms

A. Instructions to Offerors Non-Construction, form HUD 5369-B

The form HUD 5369-B is provided for interested bidder's information and reference. Form HUD 5369-B is provided in this solicitation and can also be found at www.hudclips.org. See Attachment 12.

B. Certification and Representations of Offerors, form HUD 5369-C

The form HUD 5369-C must be completed and submitted to the HPHA with the bid form by the required due date and time and in the form prescribed by the HPHA. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is provided in this solicitation and can also be found at www.hudclips.org. See Attachment 13.

III. General Conditions

The General Conditions of the Contract are attached for interested bidder's review and

information. The General Conditions shall be incorporated into the Contract with the Successful Bidder(s). See Attachments 10 and 11.

(END OF SECTION)

Section 4
Bid Evaluation & Award

Section 4
Bid Evaluation & Award

I. Bid Evaluation

Each Bid Offer Form will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the solicitation, shall be known as a "responsible bid." Information provided in/with the Bid Offer Form will be used to determine whether the bidder has the technical and financial capacity to deliver the goods or services, known as a "responsive bid."

II. Method of Award

Award shall be made the lowest responsible and responsive bid for the total sum bid price for each group. To be considered a responsive bid and eligible for an award, the interested bidder must submit a bid on all items in the respective group. The Successful Bidder shall enter into Contract with the State for the 90 day period upon the availability and receipt of Federal and/or State funds.

The option to extend the Contract shall be at the sole discretion of the State. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid, unless price adjustments are made and conditions are met as described in Section 2 Specification of this solicitation.

In the event there are no responsive and responsible bids an alternative procurement method may be used by the HPHA pursuant to Chapter 3-122-35, HAR. The HPHA may conduct a resolicitation or an alternative procurement method.

The low bid must conform to all requirements of the solicitation in order to be determined responsive.

(END OF SECTION)

Section 5
Attachments

1. Wage Certificate	Due February 22, 2012
2. Bid Offer Form	Due February 22, 2012
3. AMP 34 Specifications	For Bidder's information/use
4. Sample Contract Based on Competitive Sealed Bids for Goods and Services (11/05)	For Bidder's information/use
5. Sample Contract – Attachment S1, Scope of Services	For Bidder's information/use
6. Sample Contract – Attachment S2, Compensation and Payment Schedule	
7. Sample Contract – Attachment S3, Time of Performance	For Bidder's information/use
8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's information/use
9. Sample Contract – Attachment S5, Special Conditions	For Bidder's information/use
10. Sample General Conditions, AG-008 Rev 4/15/2009	For Bidder's information/use
11. General Conditions, form HUD 5370-C	For Bidder's information/use
12. Instructions to Offerors, form HUD 5369-B	For Bidder's information/use
13. Certification and Representations of Offerors, form HUD 5369-C	Due February 22, 2012
14. Salary Schedule	For Bidder's information/use
15. Site Maps	For Bidder's information/use
16. Hawaii State Government 2011/2012 Holiday Schedule	For Bidder's information/use

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