SIGN IN SHEET

IFB PMB-2013-26	**FURNISH REFUSE COLLECTION SERVICES FOR VARIOUS STATE AND FEDERAL LOW INCOME PUBLIC HOUSING PROPERTIES UNDER ASSET MANAGEMENT PROJECT 46 ON THE ISLAND OF HAWAII**

INSTRUCTIONS

Please fill out this sheet and leave original at the respective office where you picked up your bid packet. *A copy will be made for you*. Take the copy with you as it contains important dates, times and information.

Read this packet carefully. If you have any questions, please call Rick Sogawa, IFB Coordinator at (808) 832-6038.

Pre-Bid Conference/Site Visitation:	Thursday, November 21, 2013, 9:00 a.m. at the HPHA, Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817. Site visitation upon request.	
Bid Offer Form Due Date:	Due before 10:00 a.m. HST on Wednesday, December 11, 2013 at the HPHA, Contract & Procurement Office, 1002 North School Street, Building D, Honolulu, HI 96817.	
Bid Opening:	**Wednesday December 11, 2013**	At 10:15 a.m. at the HPHA – Contract and Procurement Office, 1002 N. School Street, Building D, Honolulu, Hawaii 96817.

Date: _____

Company: _____

Address: _____

_____

Phone #: _____ **Cell #:** _____

Fax #: _____

Contact Person: _____

_____

Signature of Person Picking Up Packet

REQUIRED CERTIFICATIONS:

The following shall be submitted with the Bid Offer Form:

- ☒ Hawaii Compliance Express, Certificate; and
- ☒ Wage Certificate; and
- ☒ Corporate Resolution (indicating who is authorized to sign bid documents & contracts); or
- ☒ Certificate of Compliance LIR #27 and
- ☒ DCCA Certificate of Good Standing and
- ☒ Valid Tax Clearance Certificate

The following shall be submitted prior to start of contract, no later than January 15, 2014 or as soon as practicable:

- ☒ Certificate of Insurance
- ☐ Other: _____

Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2013-26

Invitation-For-Bids to Furnish Refuse Collection Services at Various State and Federal Low Income Public Housing Properties Under Asset Management Project 46 on the Island of Hawaii

Note: If this Invitation for Bids(IFB) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed IFB Coordinator to be notified of any changes. For your convenience, you may download the RFP 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 proposal is submitted from an incomplete IFB.

Issued November 19, 2013

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) PMB-2013-26

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statues ("HRS"), the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Refuse Collection Services at Various State and Federal Low Income Public Housing Properties Under Asset Management Project 46 on the Island of Hawaii** for the 12-month period from February 1, 2014 to January 31, 2015:

Group I (Kamuela)	Noelani I, 65-1191 Opelo Rd., Kamuela, Hawaii 96743 Noelani II, 65-1191 Opelo Rd., Kamuela, Hawaii 96743
Group II (Waikoloa)	Ke Kumu Elua, 68-3367 Ke Kumu Pl., Waikoloa, Hawaii 96738 Ke Kumu `Ekolu, 68-3385 Ke Kumu Pl., Waikoloa, Hawaii 96738
Group III (Honokaa)	Hale Hauoli, 45-540 Kaniaka Pl., Honokaa, Hawaii 96727

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA's Contract & Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: www.hpha.hawaii.gov beginning November 14, 2013.

Sealed bids will be received at the HPHA's Central Files, 1002 North School Street, Building D, Honolulu, Hawaii 96817 until 10:00 a.m. Hawaii Standard Time (HST) on Wednesday, December 11, 2013. Opening of bids will commence at 10:15 a.m. HST at the HPHA's Contract & Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Wednesday, December 11, 2013.

The HPHA will conduct a Pre-Bid Conference on Thursday, November 21, 2013 at the HPHA, Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817 from approximately 9:00 a.m. – 10:00 a.m. HST. All interested bidders are strongly encouraged to attend. For those interested in attending via conference call, please contact the IFB Coordinator listed below no later than 4:00 p.m. HST, Wednesday, November 20, 2013.

Site visitation will be by appointment only. For those interested in a site visit, please contact the IFB Coordinator listed below no later than 4:00 p.m. HST, Tuesday, December 10, 2013 of your interest.

The HPHA 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, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

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11.	Instructions to Offerors Non-Construction, form HUD 5369-B	For Bidder's information
12.	Certification and Representations of Offerors, form HUD 5369-C	Due December 11, 2013
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14.	2013/2014 Hawaii State Holiday Schedule	For Bidder's information

Section 1
Administrative Overview

Section 1
Administrative Overview

I. Authority

This Invitation-for-Bids (IFB) is issued under the provisions of the Hawaii Revised Statutes, Chapter 103D, and the related administrative rules. The United States Department of Housing and Urban Development's (HUD) regulations shall apply when the contract executed includes an allocation of Federal funds. 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	Service Specifications – Providers interested bidders with a general description of the tasks to be performed, delineates bidders' responsibilities, and defines deliverables (as applicable)
Section 3	Bid Form and Instructions – Describes the required format and content for the bid
Section 4	Bid Evaluation and 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 procurement and the Contract resulting from this IFB. The Contracting Office is:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
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 as the IFB Coordinator:

Mr. Rick Sogawa
Contract & Procurement Office
1002 North School Street, Bldg D
Honolulu, Hawaii 96817 Telephone: (808) 832-6038

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:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817 Telephone: (808) 832-4684

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

For the purpose of this solicitation, the Officer-in-Charge shall be the primary point of contact for the Contractor'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.

Group	Officer-in-Charge	Address
I – III	Marc Sayers Ph: (808) 887-8130	65-1191 Opelo Rd. Kamuela, HI 96743

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

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing IFB	November 14, 2013
Distribution of bid specs/bid form	November 14, 2013
Pre-Bid Conference	November 21, 2013
Site visitation period	Nov 21, 2013 – Dec 10, 2013
Bid submittal deadline	December 11, 2013; 10:00 a.m. HST
Bid Opening	December 11, 2013; 10:15 a.m. HST
Notice of award	December 2013/January 2014
Contract execution	January 2014
Contract start date	February 1, 2014

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. Contract execution and start date are subject to approval by HUD and availability of funds.

V. Pre-Bid Conference & Site Visitation

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on Thursday, November 21, 2013 at the HPHA, Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817 from approximately 9:00 a.m. – 10:00 a.m. Hawaii Standard Time (HST). Interested bidders are strongly encouraged to attend. For those interested in attending via conference call, please contact Rick Sogawa, IFB Coordinator at (808) 832-6038 no later than 4:00 p.m. HST, Wednesday, November 20, 2013 of your intended participation and instructions.

Prior to submittal of the bid, interested bidders may visit the sites to thoroughly familiarize themselves with existing conditions. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions/layout or work to be performed. Site visitation will be by appointment only. For those interested in a site visit, please contact the IFB Coordinator listed above no later than 4:00 p.m. HST, Tuesday, December 10, 2013 of your interest.

Impromptu questions will be permitted at the Pre-Bid Conference and site visitation and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general direction. Written formal official responses to substantive questions will be provided to each interested bidder – as set forth in Section VI below. Any changes required will be issued as an addendum to the IFB.

Prior to submittal of the bid, interested bidders may inspect the projects to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. Interested bidders must contact the IFB Coordinator to schedule a site inspection.

VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB as previously listed. The deadline for submission of written questions is 4:30 p.m. HST on November 26, 2013. All written questions will receive a written response from the HPHA. The HPHA's responses to interested bidder's written questions will be sent via mail, electronic mail, or facsimile no later than December 3, 2013 or as soon as practicable.

VII. Submission of Sealed Bids

A. **Forms/Formats** – Bid forms are attached at Section 5 of this IFB. 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. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached at Section 5 of this IFB. See attachment 11.

B. **Bid Submittal** – Sealed bids must be postmarked by the United States Postal Service (USPS) or delivered by the date and time designated in the procurement timeline. Any bids postmarked or received after the designated date and time shall be rejected. Note that postmarks must be by the USPS or the bid will be considered hand-delivered and shall be rejected if late. **Bid Offers must be received no later than 10:00 a.m. HST, Wednesday, December 11, 2013. Electronic mail and facsimile submissions of the Bid Offer shall not be accepted.**

Bids 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.

D. **Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of $25,000, the Successful Bidder shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors 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 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 Successful Bidder shall be further obligated to notify their employees performing work under the resulting Contract of the provisions of section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

E. **Confidential Information** – If an interested bidder believes that any portion of a 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. Nondisclosure of requested information is subject to Chapter 92F, HRS and is discoverable unless exempted by law. **Note that price is not considered confidential and will not be withheld.**

VIII. Discussion with 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 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 HPHA and not 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. Bid opening will commence at 10:15 a.m. HST on Wednesday, December 11, 2013 at the HPHA's Contract and Procurement Office, Bldg. D, 1002 North School Street, 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 interested 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, 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. Any unsolicited documentation, literature or samples 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 IFB 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 USPS.

XII. Cancellation of the Invitation for Bids

The IFB 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

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 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 bidders. Mistakes in bids shall be handled as provided for in section 3-122, HAR, and HUD requirements at HUD Handbook 7460.8.

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 IFB 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 IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid 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 HPHA Determined to be unreasonable in price, including not only the total price of the bid, but the prices for individual items as well.

2. Materially unbalanced: A bid is materially unbalanced, if there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, 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.

Any bid offer which is submitted in a manner which alters the bid form or does not conform to the format and instructions provided shall be determined non-responsive.

XVI. Notice of Award

An award, if made, shall be as follows:

b. Awarded to the responsible and responsive Bidder submitting the lowest total bid price for the initial 12-month period ending January 31, 2015, option year one (1), and option year two (2) located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for the initial 12-month period, option year one (1), and option year two (2) to be considered responsive. The award of the initial 12-month contract period shall not be deemed a commitment on the part of the HPHA to automatically exercise the additional two (2) 12-month option periods; and

c. In the case of a tie, the bid shall be awarded: 1) to the present Contractor (if it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible); or 2) if there is no present Contractor or if the present Contractor is not a tied bidder, by the flip of a coin or some other random means of selection.

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

No work is to be undertaken by the Successful Bidder prior to the Contract start date of February 1, 2014. 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 starting date.

Reference Responsibility of Bidder in section 3-122-112, HAR. Bidder shall produce documents to the procurement officer to demonstrate compliance with this section. 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 Attachment 10.

XVII. Protests

An unsuccessful bidder 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 purchasing agency's failure to follow procedures established by Chapter 103D, HRS;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS; or

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

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contraction Office conducting the protested procurement and the Procurement Officer who is conducting the procurement 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. Further provided that 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.

Head of State Contracting Office		**Procurement Officer**	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	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

All interested bidders and the Successful Bidder shall be duly informed that the award of a Contract and any allowed renewal or extension of a Contract, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and **subject to the availability of State and/or Federal funds. The HPHA shall retain the authority to cancel an award due to the lack of funds.**

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for services at federal public housing projects with State funds.

XIX. Monitoring and Evaluation

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

XX. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. See Attachment 10. The State's General Conditions may be found on the SPO website at www.spo.hawaii.gov.

Any necessary Special Conditions may also be imposed contractually 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 conditions that it is unable to now anticipate now.

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 Federal law.

XXII. Campaign Contributions by State and Country Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with §11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2
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 low income housing functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic. The HPHA seeks to procure refuse collection services to meet the agency's goal of providing safe, sanitary, and decent housing. The purpose of this IFB is to provide refuse collection service on a regular schedule at the State and Federally Funded Low Income Public Housing Properties under Asset Management Project 46 – Noelani I, Noelani II, Ke Kumu Elua, Ke Kumu `Ekolu, and Hale Hauoli on the island of Hawaii.

B. Area of Service

The Successful Bidder shall be required to provide services to both properties as listed below.

Group I (Kamuela)

Property	Property Address
Noelani I (1071) – Federal	65-1191 Opelo Rd., Kamuela, Hawaii 96743
Noelani II (1078) – Federal	65-1191 Opelo Rd., Kamuela, Hawaii 96743

Group II (Waikoloa)

Property	Property Address
Ke Kumu Elua (2207) – State	68-3367 Ke Kumu Pl., Waikoloa, Hawaii 96738
Ke Kumu Ekolu (1097) – Federal	68-3385 Ke Kumu Pl., Waikoloa, Hawaii 96738

Group III (Honokaa)

Property	Property Address
Hale Hauoli (1031) – Federal	45-540 Kaniaka Pl., Honokaa, Hawaii 96727

C. Funding source and period of availability

Funds for the federally funded housing property are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the HPHA.

Funds for the state-funded housing property are subject to appropriation by the State's Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE to the HPHA.

It is understood that no award shall be binding unless the HPHA, HUD and/or the State Comptroller indicate that there is available an 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 IFB 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 federal or state funds for any portion of the remainder Contract period beyond the initial twelve (12) month period ending January 31, 2015, the STATE 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.

II. General Requirements

A. Specific requirements

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.

2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by 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.

3. Interested bidders must be in good standing with the Department of Commerce and Consumer Affairs and submit certification to the HPHA with the Bid Offer Form.

   Information regarding the *Certificate of Good Standing* is as follows:

   Department of Commerce and Consumer Affairs (DCCA)

   Business Registration Division
   Phone: (808) 586-2727
   Email: breg@dcca.hawaii.gov

Successful Bidders are advised that there may be cost(s) associated with registering and obtaining a "'Certificate of Good Standing" from the DCCA.

4. Pursuant to section 103D-328, HRS, the Successful Bidder shall be required to demonstrate compliance with the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

   Information regarding the tax clearance certificate is as follows:

   Department of Taxation (DOTAX)

   Electronic Processing Unit
   Phone: (808) 587-4242
   Email: tax.efile@hawaii.gov

   Internal Revenue Service (IRS)

   Hawaii Tax Clearance Program
   Phone: (808) 566-2748
   Fax: (808) 524-5950

   Demonstrating compliance is the responsibility of the interested bidder and information must be submitted directly to the DOTAX or IRS and not to the HPHA.

5. Pursuant to section 103D-310(c), HRS, the interested bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR).

   Information regarding the DLIR certification is as follows:

   Disability Compensation Division

   Phone: (808) 586-9200
   Email: Royden.T.Koito@hawaii.gov

   Unemployment Insurance Division

   Phone: (808 586-8926
   Email: DLIR.UI.EmpSvc@hawaii.gov

6. Interested bidders shall use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at http://vendors.ehawaii.gov/hce/splash/welcome.html to demonstrate compliance. The HCE provides the interested bidder with a "Certificate of Vendor Compliance" with current compliance status of the Tax Clearance

Form, Certificate of Compliance: LIR #27 and the Certificate of Good Standing from the DCCA. The Certificate of Vendor Compliance is acceptable for both contracting purposes and final payment. Interested bidders will be required to pay an annual fee of $12.00 to the Hawaii Information Consortium, LLC (HIC).

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 Contractor shall provide the following minimum insurance coverage.

Coverage	Limit
Commercial General Liability (occurrence form)	$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident. OR Combined single limit of $2,000,000.00
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 Contractor and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clauses:

(a) "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, Hawaii Public Housing Authority (HPHA), Property Management and Maintenance Services Branch, 1002 N. School Street, Bldg E, Honolulu, Hawaii 96817."

(b) "The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Responsibility Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii and HPHA under this Contract."

(c) "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 HPHA is a self insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Bidder.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

The Successful Bidder agrees to provide the HPHA, before the effective date of the Contract, certificate(s) of insurance necessary to satisfy that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the 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 connected with this Contract.

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

7. Interested Bidders are advised that if awarded a Contract under this solicitation, the Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
   - Chapter 237, HRS, tax clearance;

- Chapter 383, HRS, unemployment insurance;
- Chapter 386, HRS, workers' compensation;
- Chapter 392, HRS, temporary disability insurance;
- Chapter 393, HRS, prepaid health care; and
- One of the following:

  i. The Successful Bidder shall 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, 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 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 the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business.

  ii. The Successful Bidder shall 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 to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

8. No performance or payment bond is required.

9. During the performance of this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited 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 similar provisions in all subcontracts.

10. The Successful Bidder shall have a permanent office on the island from where it conducts business and where an authorized representative will be accessible to

telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Permanent office location and phone number shall be stated on the bid offer.

11. 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 section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by section 3 shall to the greatest extent feasible 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 of other impediment that would prevent it from complying with 24 Code of Federal Regulations (CFR) part 135. The Successful Bidder must also certify that any vacant position that are 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. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

C. Single or multi-term contracts to be awarded

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

Initial term of contract:	Twelve months
Length of each extension:	Up to 12 months (may be less than 12 months when it is in the best interest of the State)
Maximum length of contract:	36 months

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

- The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
- The HPHA determines there is an ongoing need for the services and has funds to extend services of up to 24-months with no extension period to exceed 12-months. Contract extensions shall be awarded at the same or comparable rates as the primary agreement. Exceptions shall be granted upon satisfactory justification such as increase in cost of services as provided herein; and
- A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- The Contractor must obtain written approval and a notice to proceed by the HPHA with the extension; and
- The HPHA may be required to obtain HUD approval; and
- The Contractor has a satisfactory track record of service performance.

The Primary Contract is being executed for a 12-month period beginning February 1, 2014 and ending January 31, 2015.

The option to extend the Contract will be at the sole discretion of the HPHA. 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 approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

D. 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. See Attachment 1.

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. Interested 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 shall be obligated to provide wages no less than those increased wages.

The HPHA has determined that work to be done under this Contract is similar to various refuse collector positions; therefore the Successful Bidder shall be required to pay their employees the prevailing State wages for work performed under this Contract. The hourly wages paid to the State positions are:

Class	Hourly Rate Eff. 3.1.09
Refuse Collector (BC-05)	$17.77
Truck Driver – Laborer (BC-05)	$17.77
Truck Driver (BC-06)	$18.48
Heavy Truck Driver (BC-07)	$19.22

E. Bid Price

The total bid price shall include costs for all labor, equipment, materials, applicable taxes and any other expenses incurred to provide refuse collection services as specified herein. Other expenses may include but are not limited to equipment, materials, increase in costs for benefits required by law that are automatically increased as a result of increase wages, such as federal old age benefits, workers'

compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The total bid price shall be applicable to refuse collections services provided during normal work hours. The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees. Interested bidders should account for any published wage increase in the total bid price. It is the sole responsibility of the Contractor to comply with Section 103-55, HRS.

F. Contract Price Adjustment Due to Increase in State Wages

At the release of this bid solicitation, the effective wages through March 1, 2009 for 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 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, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay 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 will 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, that its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees payroll records and a statement that the employees are being utilized for this Contract.

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

    i. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.

    ii. Request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder is to call the Contract Administrator listed in Section 1 of this Invitation For Bids to obtain the

current wage information or download the information from the Department of Human Resource Development's website at the following address:

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

G. Contract Price Adjustment Due to Landfill/Disposal Fees

Interested bidders shall include County landfill and disposal fees in their bid prices. The Contractor may request adjustments to the contracted bid price per cubic yard provided the request is made in writing and documentation of landfill and disposal fee increase is submitted with the request. The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in County landfill/disposal fees.

Disposal fees on the bid form shall mean and include land fill, disposal, transfer fees, tipping fees, and applicable surcharges.

The formula used to calculate price adjustments due to landfill/disposal fees is as follows:

$[(N-O) \div 2000] \times W \times C$

Whereby:
- N = New County disposal unit charge per ton.
- O = Old County disposal unit charge per ton.
- 2000 = Pounds per ton.
- W = Base weight per cubic yard of refuse (125 lbs. per Cubic yard will be used.
- C = Refuse container capacity

H. Recycling Fund Surcharge

Interested bidders shall include the County recycling fund surcharge in their bid prices. If the County recycling fund surcharge changes during the life of the Contract, 125 pounds will be used as a container base weight per cubic yard of refuse generated, and 20 pounds will be used for the 30-gallon trash cans or plastic bags.

Disposal fees on the bid form shall mean and include land fill, disposal, transfer fees, tipping fees, and applicable surcharges.

I. Solid Waste Management Surcharge

Interested bidders shall include the State's solid waste management surcharge in their bid prices. If there is a future increase for this surcharge, the adjustment per cubic yard shall be based on the following formula:

$(I \div 2000) \times W \times C$

Whereby:
- I = Amount of State's solid waste management surcharge increase per ton.
- 2000 = Pounds per ton.

W = Pounds per cubic yard refuse (125 lbs. per cubic yard will be used).
C = Cubic yards per container.

125 pounds will be used as the base weight per cubic yard of refuse generated.

J. Price Adjustment by the State

Change in Number of Pickups or Containers. The total Contract price is based on the maximum amount of refuse to be generated per Contract period. The HPHA reserves the right to increase or decrease the number of pickups and/or containers provided. Such decreases shall be made only upon written notice by the HPHA. Increases in the number of pickups and/or containers shall be made upon written notice, and execution of a supplemental contract with the HPHA.

If an increase or decrease in refuse is generated as to necessitate additional or less pickups or containers, the accepted bid price per cubic yard shall be used to compute the cost.

If a scheduled collection is not made as per the Collection Schedule of the Specifications, deduction in cost will be based on the accepted bid price per cubic yard.

Emergency Calls (Excess Refuse Pick-up on an Unscheduled Collection Date). The Successful Bidder agrees to make unscheduled collections, when requested by the Officer-In-Charge. Such "emergency calls" shall be performed within twenty four hours after request. Bid price per cubic yard will be used as the basis for "emergency call" charges, unless such charges are modified by mutual agreement at the time of the emergency to account for any additional expense to make the special pickup.

Extra yardage will be charged in excess of the 3 and 6 cubic yard bins. The bid price per cubic yard shall be used to compute the additional cost.

III. SCOPE OF WORK

A. Service Activities (Minimum and/or mandatory tasks and responsibilities

1. Collection and Disposal

The Successful Bidder shall collect refuse from the properties according to the Service Schedule in the Bid Offer Form. See Attachment 3.

d. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with a minimum of spillage, pollution of the atmosphere

or surrounding area. The refuse collection truck shall be constructed so that refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.

e. The Successful Bidder shall clean up the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse containers replaced at their stations if applicable, in a condition which will be safe and accessible to the users. Additional bags of trash, which are located adjacent to the bins, shall be picked up whenever the additional trash is created.

f. The Successful Bidder shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinance and regulations applicable to refuse disposal.

2. Collection Schedule

a. Collections shall be made in accordance with the Service Schedule listed in the Bid Offer Form. Changes in days designated for collection and disposal service may be made, provided written approval is granted by the Officer-In-Charge, provided that the change does not change the number of pick-ups per week/month. Pickup hours shall be between the hours of 7:45 a.m. to 3:00 p.m. Hawaii Standard Time (HST).

b. When the pick-up schedule falls on the Successful Bidder's holiday, and the Successful Bidder will not be making the scheduled pickup for that day, the Successful Bidder shall make the pick-up on the first working day after the holiday. The Successful Bidder shall provide a list of observed holidays to the Officer-in-Charge upon execution of a Contract.

c. The Successful Bidder shall schedule an extra pick-up day on December 26, if that day is not a regularly scheduled pick-up day.

The Successful Bidder shall schedule an extra pick up day on December 27, if December 26 falls on a regularly scheduled pick-up day.

d. If the Successful Bidder is unable to perform the work on the scheduled date due to inclement weather or any other unavoidable condition including without limitation heavy rain days or hurricane weather, the Contractor shall report immediately to the Officer-in-Charge that work has been postponed. Make-up collection shall be made within twenty-four hours and no additional compensation will

be allowed to the Successful Bidder for such make-up or any corrective work undertaken.

e. If make-up collection is not made within twenty-four hours, the HPHA reserves the right to purchase emergency services from another vendor and shall assess those charges to the Successful Bidder who failed to perform the make-up collection.

3. Refuse Containers

a. All refuse containers shall be delivered to all sites on or before 7:45 a.m. HST, February 1, 2014 (but no earlier than January 31, 2013 at 4:30 p.m. HST) to prevent any interruption of service. The 30 gallon trash cans shall be provided by the Successful Bidder.

b. Three (3) Cubic Yard Containers. The number of containers required under the Contract is specified in the attached Bid Offer Form. Furnished containers shall be new or refurbished (like new), at least three (3) cubic yard capacity, and of steel construction. Containers shall have four (4) heavy-duty casters, two (2) covers that can easily be opened and closed, and shall be properly reinforced with no sharp or bare edges.

The Officer-in-Charge may, at their discretion, request containers without covers. Substitution of larger containers, not to exceed eight (8) cubic yards, will be permitted upon written approval of the Officer-in-Charge.

c. All containers shall be uniformly painted. At the start of the Contract and any subsequent contract period, all containers shall be clean, uniformly and freshly painted, and in good repair. In the event that the present Contractor is awarded the Contract, containers presently at the site must meet these requirements.

The Successful Bidder shall be responsible to keep all containers free from graffiti. Any graffiti reported to the Successful Bidder by the Officer-In-Charge shall be removed within five (5) working days. The Officer-in-Charge may, at their discretion, agree to keep the refuse containers free from graffiti..

d. The Successful Bidder shall maintain a supply of spare containers to serve as replacements or additions to ensure that refuse can be handled without delay.

4. Refuse Container Maintenance

a. All Successful Bidder-owned refuse containers shall be kept clean, odor-free, and presentable at all times. The Successful Bidder shall hose wet refuse from containers, disinfect, deodorize, refurbish or replace containers at the request of the Officer-in-Charge. **After every pickup, the Successful Bidder shall provide special treatment to the inside of the containers by rinsing with water under air pressure and disinfectant (to clean, disinfect and deodorize) applied under air pressure at a strength of 1.6% or 10 ounces per 5 gallons of water.**

b. **Containers shall also be scraped on the last pickup day of each week,** or as specified by the Officer-in-Charge before disinfecting. Equipment, water, chemicals and any materials needed to perform the required maintenance shall be furnished by the Successful Bidder. Maintenance shall be done at the Successful Bidder's place of business and not on the property's premises.

c. In the event the Successful Bidder fails to maintain the refuse containers and the Officer-in-Charge notifies the Successful Bidder of its failure to keep the containers in good repair and appearance, the Successful Bidder shall replace the deficient refuse container with a refuse container acceptable to the Officer-in-Charge by the next scheduled pick-up. The Successful Bidder shall notify the Officer-in-Charge within seven (7) calendar days of the action taken to correct the deficiency. Repeated failure of the Successful Bidder to correct refuse container deficiencies on a timely basis or to respond to the Officer-in-Charge within seven (7) calendar days of the action taken to correct the deficiencies shall be deemed sufficient cause for termination of the Contract.

5. **Vehicle Listing and Standards**

a. All vehicles may be subject to periodic inspection by the State. All vehicles must meet and comply with any and all applicable Rules and Regulations prescribed by local, State and Federal governments.

b. Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the Contract.

6. **Equipment**

a. Equipment furnished and used by Successful Bidder to collect and

remove refuse shall at all times be clean and well maintained, both mechanically and in appearance.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate.

b. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.

c. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the Officer-in-Charge.

d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to HPHA, upon written request by the Officer-in-Charge.

2. Administrative

a. The Successful Bidder may be asked to attend quarterly meetings or upon request by the Officer-in-Charge. The day and time is to be specified by the Officer-in-Charge. Field visits will be made, as required.

b. At the end of every month, the Officer-in-Charge shall submit a report to the Contractor listing any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected within five (5) working days for payment adjustment purposes.

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 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 a monthly invoice, one original , for services rendered to:

Hawaii Public Housing Authority
Attn: Property Mgmt. and Maint. Svcs. Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

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

c. All invoices shall reference the contract number and property name assigned to the Contract. Invoices shall also include a breakdown by cubic yards disposed and the cost per cubic yard.

d. Charges for extra pickups, extra yardage, extra bins, etc., not specified in the Bid Offer Form or not added to the Contract by a Supplemental Contract, shall be submitted on a separate invoice and will be paid through other means such as State purchase order. In particular, charges for emergency services shall be invoiced in this manner.

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.

The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract.

IV. PERFORMANCE MONITORING & REMEDIES

A. Monitoring

1. The performance of work shall be monitored by the Officer-in-Charge. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.

2. The Successful Bidder shall re-execute any work that fails to conform to the requirements of the Contract and shall immediately conform to the requirements of the Contract. Should the Successful Bidder fail to comply, 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 directly assess the

Successful Bidder.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services. The HPHA shall deduct from the Successful Bidder the cost of procuring such services and from any moneys due or that may thereafter become due the Successful Bidder. In case money due to the Successful Bidder is insufficient for the 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 that 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 the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. 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 the Successful Bidder. In the event money due the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

The HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the General Conditions.

(END OF SECTION)

Section 3
Forms and Instructions

Section 3
Forms and Instructions

General Instructions for Completing Forms

- *Bid offers shall be submitted to the HPHA in the prescribed format outlined in this IFB.*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each item unless indicated otherwise.*
- *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. See Attachment 2. **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 Bid at page 1. Failure to do so may delay proper execution of the Contract.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Offer Form on page 1, is unsigned or the affixed signature is a facsimile or a photocopy, the Bid Offer Form shall be automatically rejected.

Interested bidders are required to submit the following certifications with the Bid Offer Form. In lieu of Items b, c, d, below, interested bidder may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express". Details regarding this online application process can be viewed at http://vendors.ehawaii.gov/hce/.

1. Wage Certification;
2. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
3. Department of Commerce and Consumer Affairs, Certificate of Good Standing; and
4. Corporate resolution.

The Bid price shall include labor, equipment, transportation, County landfill/disposal fees, recycling surcharge, solid waste management surcharge, all applicable taxes and any other costs incurred to provide services as specified. Bid price per cubic yard/units shall be applicable to additional services that may be requested by the HPHA.

Cost for Pick-Up. The interested bidder must indicate the portion of the bid price that represents the interested bidder's labor, equipment, transportation and applicable taxes and other costs incurred to provide services specified.

Disposal Fees. The interested bidder must indicate the portion of the bid price per cubic yard/units that represents the interested bidder's landfill, disposal fees and applicable surcharges. Such information will be used in calculating price adjustments if requested by the Contractor and if allowed by the HPHA.

The breakdown of costs will be used to determine reasonableness and in the calculation of any future requests for increases.

II. HUD Forms

A. General Conditions, form 5270-C

The form HUD 5370-C is provided for the interested bidder's information and reference. Form HUD 5370-C is attached to this IFB and can also be found at www.hudclips.org. See Attachment 10.

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

The form HUD 5369-B is provided for the interested bidder's information and reference. Form HUD 5369-B is attached to this IFB and can also be found at www.hudclips.org. See Attachment 11.

C. 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 attached to this IFB and can also be found at www.hudclips.org. See Attachment 12.

III. General Conditions

The State of Hawaii's General Conditions of the Contract are attached for the interested bidder's review and information. The General Conditions shall be incorporated into the Contract with the Successful Bidder. See Attachment 9.

(END OF SECTION)

Section 4
Bid Evaluation & Award

Section 4
Bid Evaluation & Award

I. Bid Evaluation

Each bid offer will be reviewed for exact conformity of the requirements in the IFB, known as a responsible bid. Information provided in/with the Bid Offer will be used to determine whether the interested 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 to the lowest responsible and responsive bidder's grand total base bid price that includes the price for the initial 12-month period, option year one (1) and option year two (2). To be considered a responsive bid and eligible for an award, the interested bidder must bid on the initial 12-month period, option year one (1) and option year two (2).

The option to extend the Contract will be at the sole discretion of the HPHA. Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise its 12-month option period. 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 IFB.

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

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

Section 5
Attachments

1.	Wage Certificate	Due December 11, 2013
2.	Bid Offer Form	Due December 11, 2013
3.	Sample Contract Based on Competitive Sealed Bid for Goods and Services (11/05)	For Bidder's information
4.	Sample Contract – Attachment S1, Scope of Services	For Bidder's information
5.	Sample Contract – Attachment S2, Compensation and Payment Schedule	For Bidder's information
6.	Sample Contract – Attachment S3, Time of Performance	For Bidder's information
7.	Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's information
8.	Sample Contract – Attachment S5, Special Conditions	For Bidder's information
9.	General Conditions, State AG-008 Rev. 4/15/2009	For Bidder's information
10.	General Conditions, Federal form HUD-5370-C	For Bidder's information
11.	Instructions to Offerors Non-Construction, form HUD 5369-B	For Bidder's information
12.	Certification and Representations of Offerors, form HUD 5369-C	Due December 11, 2013
13.	Current Wage Rates and Position Descriptions	For Bidder's information
14.	2013/2014 Hawaii State Holiday Schedule	For Bidder's information

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