

Hawaii Public Housing Authority  
State of Hawaii

## IFB-PMB-2012-13

Invitation-For-Bids (IFB) to Furnish Custodial Services at  
the Hawaii Public Housing Authority's Central Offices 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 October 29, 2012



**Notice to Bidders**  
(Chapter 103D, HRS)

INVITATION FOR BIDS (IFB) No. PMB-2012-13

Notice is hereby given that pursuant to Chapter §103D, Hawaii Revised Statutes (HRS), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids to **Furnish Custodial Services for the Hawaii Public Housing Authority's Central Offices located on the Island of Oahu**. The area of service consists of custodial services of the HPHA's Central Offices located at 1002 North School Street, Honolulu, Hawaii 96817.

The Invitation for Bids, Specifications, and Bid Offer may be picked up beginning Monday, October 29, 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](http://www.hpha.hawaii.gov).

The HPHA's Contract and Procurement Office will conduct a Pre-Bid Conference on Friday, November 2, 2012 at the HPHA – Building E Board Room, 1002 North School Street, Honolulu, Hawaii 96817 at 9:00 a.m. Hawaii Standard Time (HST) with a site inspection to follow at approximately 10:15 a.m. HST. The HPHA strongly recommends that all interested bidders attend.

Sealed bids will be received at the HPHA, 1002 North School Street, Building D – Central Files until 10:00 a.m. HST, Wednesday, November 14, 2012. Opening of bids will commence at 10:15 a.m. HST on Wednesday, November 14, 2012. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** not later than 10:00 a.m. HST on Wednesday, November 14, 2012.

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 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

### I. Authority

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all low income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the SOH. The HPHA's role is to address the housing needs of families in Hawaii.

This Invitation for Bids (IFB) is issued under the provisions of the HRS, Chapter 103D, and the related administrative rules. 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 an admission of such knowledge.

### 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 – Provides interested bidders with a general description of the tasks to be performed, delineates the interested bidder responsibilities, and defines deliverables (as applicable)
- Section 3 Bid Proposal – Describes the required format and content for the bid
- Section 4 Bid Evaluation – 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 IFB. 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 as the IFB Coordinator:

Rick Sogawa  
Hawaii Public Housing Authority  
1002 North School Street, Bldg D

Honolulu, Hawaii 96817

Telephone: (808) 832-6038  
Email: [rick.t.sogawa@hawaii.gov](mailto:rick.t.sogawa@hawaii.gov)

Fax: (808) 832-6039

The Contract and Procurement Office (CPO) is responsible for monitoring the services performed under the Contract. For the purpose of this solicitation, the Contract Administrator or his/her designated representative is listed below:

Earl Nakaya  
Property Management and Maintenance Services Branch  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-4677  
Email: [earl.k.nakaya@hawaii.gov](mailto:earl.k.nakaya@hawaii.gov)

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 make changes to the Contract Administrator and shall be responsible to notify the Contractor of any change.

#### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	October 29, 2012
Distribution of bid specs/bid offer form	October 29, 2012
Pre-Bid Conference	November 2, 2012
Site inspection period	Nov 2 – Nov 13, 2012
Bid submittal deadline	November 14, 2012
Bid Opening	November 14, 2012
Notice of award	November 2012
Contract execution	November 2012
Contract start date	December 1, 2012

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the State. The contract execution and start date shall be subject to the availability of funds. 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 Friday, November 2, 2012 at the HPHA, Building E Board Room, 1002 North School Street, Honolulu, Hawaii 96817 from approximately 9:00 a.m. – 10:00 a.m. (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 IFB Coordinator for other arrangements during the stated site inspection period listed above.

Prior to submittal of the bid, interested bidders may inspect the project site 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/layout or work to be performed.

Impromptu questions will be permitted at the Pre-Bid Conference and site inspection and spontaneous answers provided. Verbal responses provided at the Pre-Bid Conference and/or site inspection are only intended as general direction. Written, formal official responses to substantive questions will be provided in writing to each interested bidder set forth in paragraph VI herein below.

## **VI. Submission of Questions**

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. HST, on Wednesday, November 7, 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 via mail, electronic mail, or facsimile no later than Friday, November 9, 2012.

## **VII. Submission of Sealed Bid Offer**

- A. **Forms/Formats** – The Bid Offer Form is 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. See Attachments 11 and 12.

- B. **Bid Submittal** - Sealed bids must be postmarked by 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. 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 complies with section

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

- E. 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 provide a written request for 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. Note that price is not considered confidential and will not be withheld.

### **VIII. Discussion with Interested Bidders Prior to Bid Submission**

Discussions may be conducted with potential bidders to promote understanding of the purchasing agency'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 purchasing agency 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 Wednesday, November 14, 2012 at the HPHA, 1002

North School Street, Bldg D – Contract and Procurement Office, Honolulu, Hawaii  
96817.

In the event that the HPHA has received a bid that was misplaced or mishandled, through no fault of the interested bidder, the HPHA shall publicly open the bid as soon as possible and 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, is in the possession of the HPHA, and that the document was not properly opened during the posted bid opening date and time by the HPHA failure do not admit. Such admission may open the HPHA/State to liability.

**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 IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile or United States Postal Service (hereinafter “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 interest 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 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.

## **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. Determined to be unreasonable in price, including not only the total price of the bid, but the prices for individual items as well; 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, 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. A materially unbalanced bid includes a very high price for the first item to be provided, and extremely low prices for subsequent items.

## **XVI. Notice of Award**

If made, an award shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest total bid price for all buildings indicated on the Bid Offer Forms. Interested bidders must submit a bid offer for each designated building/office space and for semi-annual cleaning services; and
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.

Any Contract arising out of this IFB shall be 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 commencement date. 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.

Interested bidders shall produce documents to the procurement officer to demonstrate compliance with section 3-122-112, HAR, Responsibility of Bidder. The Successful Bidder(s) receiving 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**

Pursuant to section 103-71, HRS, an actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective 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, of the HRS; or
- (2) A state purchasing agency’s failure to follow any rule established by Chapter 103D, of the 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 Contracting Office conducting the protested procurement and the designated Procurement Officer who is conducting the procurement within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offerors. In addition, a protest of an award or proposed award shall be submitted within five (5) 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 award resulting from this solicitation shall be posted to the State Procurement Office website on Contract Awards and information at <http://www.hawaii.gov/spo>.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
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 renewal or extension shall be 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.

## **XIX. Monitoring and Evaluation**

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator and/or his/her designated representative.

## **XX. General and Special Conditions of Contract**

The General Conditions that will be imposed contractually are included in Attachment 10 of this IFB and may be found on the State Procurement Office website. Special conditions may also be imposed contractually by the state contracting office, as deemed necessary. If there is a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail. The HPHA reserves the right to make small or major modifications to the contract due to conditions that it is unable to 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 at <http://www.hawaii.gov/spo>. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

(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 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 SOH. The HPHA's role is to address the housing needs of low income families in Hawaii. This purpose of this IFB is to competitively procure custodial services for its Central Offices located on the Island of Oahu.

#### **B. Area of Service**

The Successful Bidder shall be required to provide services to all of the HPHA's Central Offices located at 1002 North School Street, Honolulu, Hawaii 96817.

See property map at Attachment 3.

#### **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/or allocation by 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 the Contract shall not be binding, unless the HPHA can document 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 Invitation for Bids 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 remaining contract period beyond the initial 12-month period ending on November 30, 2013, the HPHA may terminate the Contract or revise the amount/quantity of services required without penalty.

## 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.
2. 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.
3. The interested bidder must be in good standing with the Department of Commerce and Consumer Affairs and shall 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](mailto:breg@dcca.hawaii.gov)

Successful Bidders are advised that there are costs 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) prior to award of a Contract.

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](mailto:tax.efile@hawaii.gov)

**Internal Revenue Service**

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

The application for the tax clearance is the responsibility of the interested bidder. The interested bidder must submit the tax clearance directly to the DOTAX or IRS and not to the state contracting agency for processing.

5. 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). 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 purchasing agency.

Information regarding the DLIR certification is as follows:

**Disability Compensation Division**

Phone: (808) 586-9200

Email: [Royden.T.Koito@hawaii.gov](mailto:Royden.T.Koito@hawaii.gov)

**Unemployment Insurance Division**

Phone: (808) 586-8926

Email: [DLIR.UI.EmpSvc@hawaii.gov](mailto:DLIR.UI.EmpSvc@hawaii.gov)

6. The Successful Bidder 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/welcome.html> to demonstrate compliance. The HCE provides the applicant 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. Applicants that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).
7. 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:

<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
<b>Personal Injury Liability</b>	\$1,000,000 single limits per occurrence \$2,000,000 for general aggregate
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
<b>Workers Compensation as</b>	Insurance to include Employer’s Liability. Both

required by laws of the State of Hawaii. 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.

- a. **The State of Hawaii and HPHA, its elected and appointed officials, officers, employees, and volunteer shall be named as additional insured** as to operations performed under this Contract.
  - b. 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 insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) 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.
  - c. Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the HPHA to exercise any or all of the remedies provided in this Contract for default of the Contractor.
  - d. 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.
  - e. The insurer shall notify the HPHA in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.
  - f. The Hawaii Public Housing Authority 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.
8. 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 HRS, tax clearance;
  - b. Chapter 383 HRS, unemployment insurance;
  - c. Chapter 386 HRS, workers' compensation;

- d. Chapter 392 HRS, temporary disability insurance;
- e. Chapter 393 HRS, prepaid health care; and
- f. One of the following:
  - i. 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 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.
  - ii. 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 purchasing agency 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. The certificate shall be submitted with the interested bidder’s Bid Offer Form.

- 9. No performance or payment bond is required.
- 10. 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. Permanent office location and phone number shall be stated on the Bid Offer Form.

**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 5 – 10.

**C. Single or multiple contracts to be awarded**

Single                       Multiple                       Single & Multiple

**D. Single or multi-term contracts to be awarded**

Single term ( $\leq 2$  yrs)                       Multi-term ( $> 2$  yrs.)

Initial term of contract:                      12 months

Length of each extension:                      Up to 12 months (may be less than 12 months when it is in the best interests of the State)

Maximum length of contract:                      36 months

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 services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. 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 the HPHA approval in writing and a notice to proceed with the extension; and
6. The HPHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. 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. The Contract shall be extended at the same rates as proposed in the original bid, unless price adjustments are provided herein.

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

**E. Statutory requirements of Section 103-55, HRS**

Interested Bidders shall complete and submit the attached wage certification by which 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 will be obligated to provide wages no less than those increased wages.

The State has determined that work to be done under this Contract is similar to the Janitor II (BC 01) position; 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
Janitor II (BC 01)	\$15.76

**F. Bid Price**

Bid price per hour shall be the all-inclusive hourly cost to the HPHA, including all applicable federal, state, and county taxes and fees for providing the services specified. The Bid price per hour shall be applicable to custodial services provided during work hours. The HPHA shall not be 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 their bid offer.

The Interested Bidder's bid price shall include 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 public health insurance.

**G. Price Adjustment by the State**

At the release of this IFB, 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 such as federal old

age benefits, worker's compensation, temporary disability insurance, unemployment insurance, and prepaid public 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. Its employees shall be 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 increase must be made in writing to the HPHA on a timely basis:
  - a. Request for increase for the initial Contract and any Supplemental 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.
  - b. The Successful Bidder may call the IFB Coordinator named in this IFB 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/SalarySchedules/BU01/>

The HPHA reserves the right to make changes to the scheduled custodial services, including increasing or decreasing the building/spaces to be serviced. Any changes will be made at the same or similar contract price for similar sized offices and upon written notification by the HPHA to the Contractor.

### **III. SCOPE OF WORK**

Work included in this Contract shall consist of PROVIDING CUSTODIAL SERVICES FOR THE HAWAII PUBLIC HOUSING AUTHORITY'S CENTRAL OFFICES COST CENTER OFFICES LOCATED AT 1002 NORTH SCHOOL STREET ON THE ISLAND OF OAHU, in accordance with these specifications herein.

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

**1. LOCATION AND AREA**

HPHA Central Offices  
1002 North School Street  
Honolulu, Hawaii 96817:

Bldg A	Section 8/Applications	6,850	Square feet
Bldg B	Information Technology/Hearings Office	1,650	Square feet
Bldg C	Construction Management Branch	2,800	Square feet
Bldg D	Central Maint/Contract & Procurement	1,865	Square feet
Bldg D1	Outdoor Shower/Bathroom Facility	225	Square feet
Bldg E	Office of the Executive Director	4,950	Square feet
Trailer F	(vacant)	200	Square feet
Trailer G	Personnel Office	1,712	Square feet
Trailer H	(vacant)	1,485	Square feet
Trailer J	(vacant)	1,216	Square feet
Trailer L	(vacant)	1,680	Square feet
Trailer M	Fiscal Management Office	<u>2,900</u>	Square feet
	Total	27,533	Square feet

Trailers F, H, J, L: At the time of this IFB, Trailers F, H, J, and L are vacant and do not require indoor custodial services. Custodial services for these buildings shall resume upon written notification from the HPHA. Regular daily, weekly, and monthly custodial service and semi-annual cleaning services will resume when the building is reoccupied.

**Note:** Building A is tentatively scheduled to undergo repair in December 2012. At that time, regular daily, weekly and monthly custodial service and semi-annual cleaning services will cease and will resume when the building is reoccupied. This date is a projected date and is not intended to be a commitment for the HPHA to vacate the building on a specific date.

**2. WORK SCHEDULE**

- a. The Successful Bidder shall furnish the Contract Administrator a work schedule. If services are delayed, the Successful Bidder must notify the Contract Administrator of the delay and the projected time that services will resume.
- b. Daily and weekly custodial services shall be performed Monday thru Friday, excluding State Holidays. The start time shall not be earlier than 4:30 p.m. HST with the exception of Building D – Central Maint/Contract & Procurement and Trailer M – Fiscal Management Office. The start time for

Building D and Trailer M shall be 4:00 p.m. HST, and Completion time shall not be later than 4:30 p.m. HST.

- c. Monthly custodial services shall be performed on Saturdays as approved by the Contract Administrator to minimize interruption of services.
- d. Semi-annual cleaning services shall be performed on Saturdays as approved by the Contract Administrator. This will minimize interruption of services and allow time for the carpet to dry on Sundays.

### **3. DAILY CUSTODIAL SERVICES**

- a. All floors, non-carpeted, shall be swept and damp mopped with appropriate cleaning materials, with the exception of the Building D storeroom.
- b. All carpeted areas shall be vacuumed and spot cleaned as necessary. Items included without limitation as staples, and paper clips must be removed from carpet. Furniture moved while cleaning shall be returned to its original location.
- c. Vacuum and clean baseboards, corners of walls, floors, ceiling and door jambs of debris, dust and cobwebs.
- d. Restroom floors shall be wet mopped and disinfected, and all wash basins, toilets and urinals shall be cleaned inside and out and disinfected.
- e. Restroom dispensers and mirrors shall be wiped clean and dispensers refilled as necessary.
- f. Spot clean smudges on doors, walls, and floor to height of 72 inches.
- g. Drinking fountains and kitchen sinks shall be cleaned and any stainless steel and chrome areas shall be wiped, polished and disinfected.
- h. File cabinets, counter tops, office furniture shall be cleaned and dusted. Only those desktops that have been totally cleared shall be cleaned and wiped dry.
- i. Wastebaskets shall be emptied and plastic bag liners changed as necessary.
- j. Both surfaces of glass doors located at Buildings A and E shall be cleaned.
- k. All refuse shall be placed in 55-gallon plastic bags and placed in the rubbish bin located near Buildings B and J.
- l. Lamps or bulbs that need replacing shall be reported to the Central Maintenance Office located in Building D.

- m. Vacuum carpeted floors and wipe with damp cloth conference table and counters in the Building E mini- and main- conference rooms.

**4. WEEKLY CUSTODIAL SERVICES**

- a. Vacuum and clean any interior glass partitions and windowsills.
- b. Vacuum and clean central air conditioning vents in Buildings A, C & E.
- c. Vacuum and clean central air conditioning vents in all restrooms.
  - 1. Damp mop buildings H & L

**5. MONTHLY CUSTODIAL SERVICES**

- a. Vinyl tile floors shall be waxed and buffed located in Buildings A & E.
- b. Venetian/mini blinds shall be vacuumed and damp wiped and draperies vacuumed.
- c. Damp wipe all metal portions of partition panels, trim doorway and picture frames, moldings, etc.
- d. Clean all jalousies.
- e. The Building D Central Maint/Contract and Procurement's central storeroom floors and storeroom offices shall be swept and damp mopped with appropriate cleaning materials.

**6. SEMI-ANNUAL CLEANING SERVICES – Every six (6) months on a Saturday:**

- a. All vinyl tile floors shall be stripped, waxed, and buffed.
- b. All carpeted areas shall be shampooed.
- c. Light fixtures diffusers shall be removed and cleaned.
- d. Clean all building windows, inside and out.

**8. EQUIPMENT & SUPPLIES**

- a. The Successful Bidder shall furnish all labor, equipment, cleaning supplies, materials, and supervision to satisfactorily perform custodial services as outlined in this Contract.

- b. The HPHA shall furnish toilet tissue, hand towels, liquid soap, toilet seat covers and plastic bags, as needed, to the Successful Bidder. It shall be the Successful Bidder's responsibility to replenish these supplies in the proper receptacles or fixtures. The Successful Bidder is responsible to provide written notice to the Contract Administrator when these supplies are needed. The Successful Bidder shall request supplies no less than five (5) days prior to the established pick-up day. The pick-up day is Friday. If the pick-up day falls on a holiday, then the pick-up day will be on the next business day.
- c. The HPHA reserves the right to disapprove any cleaning chemical or equipment, which in its determination is unsatisfactory.
- d. It shall be the Successful Bidder's responsibility to provide and utilize safety signs, barricades, and any other safety device(s), during the performance of service. These safety devices shall be set-up by the Successful Bidder whenever the Successful Bidder's employees are performing services such as window cleaning, shampooing carpets, wet mopping or waxing floors, replacing diffusers, and whenever a ladder is being used. Safety devices shall be set-up in a manner to restrict access to the area, to prevent accidents to office personnel, as well as the general public.

**9. REQUIREMENTS OF OCCUPATIONAL SAFETY AND HEALTH ACT**

The Successful Bidder shall submit to the HPHA, Material Safety Data Sheets as required by the State of Hawaii, Department of Labor and Industrial Relations, Department of Occupational Safety and Health (DOSH), Occupational Safety and Health Standards, Title 12, Subtitle, 8, Part 8, Health Standards, section 12-203.1, HAR.

**10. QUALITY OF WORK**

All services and work shall be done in a professional like manner by personnel employed for their qualifications, knowledge, training, and proven skill to perform cleaning and custodial tasks efficiently and in a satisfactory manner. The Successful Bidder agrees to remove any of its employees for good cause upon written request by the Contract Administrator.

**11. RE-EXECUTION OF WORK**

The Successful Bidder shall re-execute any work that fails to conform with the requirements of the Contract as determined by the Contract Administrator within 48 hours.

## **12. SECURITY & ACCESS**

- a. All employees must possess and wear picture ID Tags with company name or company shirt. Family members and/or non-employees of the company are not permitted at work sites during performance of work.
- b. The Successful Bidder shall be responsible for the security of the building during hours while service is being performed. When leaving, the Successful Bidder shall specifically lock all doors, windows, turn off all lights and air conditioners, and set all alarm systems.
- c. The Successful Bidder shall prevent the entry of unauthorized person(s) into restricted areas. Cleaning personnel shall not provide access into facilities to any HPHA staff person or member of the general public without express consent of the Contract Administrator.
- d. Personnel shall maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with the details of incidents on property without the express consent of the Contract Administrator.
- e. The Successful Bidder shall be responsible for the STATE's key(s) loaned to the Successful Bidder for entry and exit from the premises while performing services under the Contract. The Successful Bidder shall return all key(s) within 24 hours of Contract end or when requested by the STATE. The Successful Bidder shall be charged for lock and key replacement(s) if key(s) are not returned within the 24 hour period.

## **13. CHANGES TO CUSTODIAL SERVICE REQUIREMENTS**

- a. The HPHA reserves the right to increase, decrease or change the custodial and/or cleaning service requirements and schedule. Any changes for increasing, decreasing or changes in custodial service requirements and schedules shall be an amendment to the contract.
- b. The HPHA reserves the right to request commencement and scheduling of custodial services for any new building/trailers under his responsibility. This request shall be an amendment to the contract. The unit cost per building/trailer will be negotiated at the same or similar rates.

### **B. Management Requirements & Qualifications (Minimum requirements)**

#### **1. Personnel**

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including minimal experience requirements.

- b. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies, vacations, or changes in personnel.
- c. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees on the HPHA property and shall instruct personnel to fully cooperate with the officer in charge. Cleaning personnel shall refrain from socializing, fraternizing or interfering with the staff in the discharge of their duties.
- d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the HPHA, upon request in writing by the Contract Administrator. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- e. The Successful Bidder shall ensure that no custodial personnel employed under this Contract have ever been convicted of selling, dealing, or using crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
- f. The Successful Bidder shall have a properly trained and licensed manager to oversee the entire operation and to ensure that the services required are satisfactorily performed. All custodial personnel shall be under the supervision of the Contractor.
- g. Custodial personnel will refrain from having personal visitors and from socializing while on-duty.
- h. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided in the line of duty shall be treated as confidential. The Successful Bidder shall refrain from providing confidential information to the general public without express consent of the HPHA.
- i. The Successful Bidder shall select only those individuals capable of demonstrating the following:
  - a. Ability to exercise good judgment;
  - b. Maturity in conduct and attitude;

- c. Ability to communicate in English and read simple instructions; and
- d. Courteous to members of the public and the HPHA employees as well as tolerant in their interactions with others, and be well groomed and neat in appearance.
- j. During the performance of this Contract, the Successful Bidder shall agree not to discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. The Successful Bidder will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to sex, race, creed, color, or national origin. Such action 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 provisions similar to the foregoing in all subcontracts.

## **2. Administrative**

- a. The Successful Bidder shall be required to attend quarterly meetings with the Contract Administrator. The day and time to be specified by the Contract Administrator. Necessary field visits will be made.
- b. The 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 next reporting period for payment adjustment purposes. Liquidated damages shall apply for failure to comply.
- c. Persons working under this Contract shall sign in and sign out daily. See Attachments. The Successful Bidder shall check with the Contractor Administrator, as to the log location. The HPHA will use the monthly logs to verify hours and wages to be paid to employees for work done under this contract.

## **3. Payment**

- a. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory 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 (1) original, for services rendered to:

Hawaii Public Housing Authority  
Attn: Contract and Procurement Office  
P.O. Box 17907  
Honolulu, HI 96817

The “aging” date of the invoice shall be the date the invoice is received by the HPHA, as reflected by the date stamp.

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

Payment shall be made on the basis of buildings and trailers serviced by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing dates custodial and cleaning services rendered for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed, including without limitation, when a custodian fails to report for work.

- d. The Successful Bidder shall submit invoices for payment on the first of each month, listing dates and services rendered for the previous month.
- 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](http://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. A tax clearance certificate, not over two (2) months old with an original green certified copy stamp, must accompany the invoice for final payment on the Contract.

#### **IV. PERFORMANCE MONITORING & REMEDIES**

##### **A. Monitoring**

- 1. The performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through personal observation, site inspection and/or other methods.
- 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 Invitation for Bids, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Bidder this cost and from any monies due or that may thereafter become due the Successful Bidder such as the cost to the HPHA of procuring such services. 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 ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each and every day the Successful Bidder fails to perform in whole or in part any of its obligations, which 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, 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 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**

Pursuant to General Conditions Sections 11 and 12, the HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions. The Contracting Officer will give 30 days advance written notice of termination to the Successful Bidder specifying the extent of work to be terminated in whole or in part. The Successful Bidder shall incur no further obligations on the terminated work on the date set in the notice. The Successful Bidder will stop work to the extent specified. The Successful Bidder will be compensated for services rendered and/or supplies delivered prior to termination date in accordance with the General Conditions. This would not be a breach, but an exercise of a provision that allows the State to terminate for Convenience as provided in the General Conditions Sections 11 and 12.

(END OF SECTION)

# **Section 3**

## **Forms and Instructions**

## Section 3 Forms and Instructions

### General Instructions for Completing Forms

- A. *Bids shall be submitted to the HPHA in the prescribed format outlined in this IFB*
- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each item unless indicated otherwise.*
- D. *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 state purchasing agency. 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.

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 shall be automatically rejected.

Interested bidders are required to submit the following certifications with the Bid Form. In lieu of items b, and c, below interested bidders may also submit an original consolidated 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/>.

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

The Successful Bidder shall be responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

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

## **II. 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. See Attachment 10.

(END OF SECTION)

**Section 4**  
**Bid Evaluation and Award**

## **Section 4**

### **Bid Evaluation and Award**

#### **I. Bid Evaluation**

Each bid offer will be reviewed for responsiveness. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsive 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 “responsible bid”.

#### **II. Method of Award**

Any award will be made to the responsive and responsible bid submitting the lowest grand total sum bid and taking into consideration the information provided on the Bid Offer Form and wages to be paid to employees performing the work specified herein. Interested bidders must bid on all items to qualify for award. Interested bidders shall add total bid prices for Items 1 thru 72, to get the Grand Total Sum Bid on page 12 of the Bid Offer Form.

(END OF SECTION)

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