



Hawaii Public Housing Authority  
State of Hawaii

## IFB-CMB-2020-26

Invitation for Bids to Furnish Preventive Maintenance  
Services to the Sewage Treatment Plant at Kupuna  
Home O Waialua Under Asset Management Project 49  
on Oahu

*Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.*

Issued May 8, 2020



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

INVITATION FOR BIDS (IFB) No. CMB-2020-26

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Preventive Maintenance Services to the Sewage Treatment Plant at Kupuna Home O Waialua Under Asset Management Project 49 on Oahu.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Friday, May 8, 2020. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST), Thursday, May 28, 2020. Public opening of bids will commence at 10:15 a.m. HST, Thursday, May 28, 2020 at 1002 North School Street, Building A Conference Room.

The HPHA will conduct a Pre-Bid Teleconference at 9:00 a.m. HST, Thursday, May 14, 2020. Bidders interested in attending the Pre-Bid Teleconference may contact the IFB Coordinator by Wednesday, May 13, 2020, 4:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to attend the Pre-Bid Teleconference.

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 Mr. Rick Sogawa, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



# IFB Table of Contents

## Section 1 – Administrative Overview

I.	Authority .....	1
II.	IFB Organization.....	1
III.	Contracting Office.....	1
IV.	Procurement Timeline.....	3
V.	Pre-Bid Conference .....	3
VI.	Submission of Questions .....	4
VII.	Submission of Sealed Bids .....	4
VIII.	Discussions with Bidders .....	7
IX.	Opening of Bids .....	7
X.	Additional Materials and Documentation .....	7
XI.	IFB Amendments.....	7
XII.	Cancellation of Invitation for Bids .....	8
XIII.	Costs for Bid Preparation.....	8
XIV.	Modification of Bids.....	8
XV.	Withdrawal of Bids .....	9
XVI.	Late Withdrawal and Late Modification .....	9
XVII.	Mistakes in Bids.....	9
XVIII.	Rejection of Bids.....	9
XIX.	Notice of Award .....	10
XX.	Protests .....	11
XXI.	Availability of Funds.....	12
XXII.	Monitoring and Evaluation .....	12
XXIII.	General and Special Conditions of the Contract.....	12
XXIV.	Cost Principles.....	13
XXV.	Campaign Contributions by State and County Contractors .....	13

## Section 2 – Specifications

I.	Introduction	
	A. Purpose or Need .....	15
	B. Area of Service.....	15
	C. Funding Source and Period of Availability.....	15
II.	General Requirements	
	A. Qualifying Requirements .....	16
	B. Type of Contract.....	22
	C. Single or Multiple Contracts to be Awarded .....	23
	D. Single or Multi-Term Contracts to be Awarded.....	23
	E. Statutory Requirements of Section 103-55, HRS .....	24
	F. Bid Price.....	24
	G. Contract Price Adjustment .....	25

III.	Scope of Work	
	A. Management Requirements and Qualifications.....	27
	B. Personnel Requirements.....	28
IV.	Contract Monitoring and Remedies	
	A. Monitoring .....	35
	B. Damages.....	36
	C. Termination .....	36

Section 3 – Bid Offer Form and Instructions

I.	General Instructions .....	38
II.	Bid Offer Form .....	38
II.	HUD Forms .....	39

Section 4 – Bid Evaluation & Award

I.	Bid Evaluation.....	41
II.	Method of Award .....	41

Section 5 – Attachments

1.	Wage Certificate	Due May 28, 2020
2.	Bid Offer Form	Due May 28, 2020
3.	Sample Contract Based on Competitive Sealed Bids for Goods and Services	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.	State General Conditions, AG-008 103D General Conditions	For Bidder's information
10.	General Conditions, Federal Form HUD 5370-C	For Bidder's information

- |   |                          |
|---|--------------------------|
| 11. Instructions to Offerors, Form HUD 5369-B                         | For Bidder's information |
| 12. Certification and Representations of Offerors,<br>Form HUD 5369-C | Due May 28, 2020         |
| 13. 2020/2021 Hawaii State Government Observed<br>Holidays            | For Bidder's Information |
| 14. Bid Submittal Checklist   | For Bidder's information |

# **Section 1**

## **Administrative Overview**

### **I. Authority**

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute 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     Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)
  
- Section 3     Bid Offer Form and Instructions – Describes the required format and content of the bid submission
  
- Section 4     Bid Evaluation & Award – Describes how bids will be evaluated by the State Contracting Office
  
- Section 5     Attachments

### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority  
Contract & Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6038  
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Mr. Rick Sogawa  
Contract & Procurement Office  
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)

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

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Mr. Earl Nakaya  
Property Management and Maintenance Services Branch  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817  
Telephone: (808) 832-4677

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

The Officer-in-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-in-Charge. The Officer-In-Charge is designated as follows:

Ms. Jimary Quinones  
Asset Management Unit 49  
310 North Cane Street  
Wahiawa, Hawaii 96786  
Telephone: (808) 622-6360

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

#### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	May 8, 2020
Distribution of Bid Specs/Bid Offer Form	May 8, 2020
Pre-Bid Teleconference	May 14, 2020 at 9:00 a.m. HST
Site Inspection Period	May 12, 2020 – May 27, 2020
Written Questions Due to the HPHA	May 18, 2020
Written Responses Due from the HPHA	May 21, 2020
Bid Submittal Deadline	May 28, 2020 at 10:00 a.m. HST
Bid Opening	May 28, 2020 at 10:15 a.m. HST
Notice of Award	June 2020
Contract Execution	June 2020
Contract Start Date	July 1, 2020 or upon issuance of a Notice to Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

#### V. Pre-Bid Tele-Conference & Site Inspection

Interested bidders are strongly encouraged to attend the Pre-Bid Teleconference scheduled on Thursday, May 14, 2020, 9:00 a.m. HST. Bidders interested in attending the Pre-Bid Tele-Conference are asked to contact the IFB Coordinator by Wednesday, May 13, 2020, 4:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to attend the Pre-Bid Tele-Conference. Attendance at the Pre-Bid Tele-Conference is not required in order to submit a bid offer.

Impromptu questions will be permitted at the Pre-Bid Tele-Conference and verbal answers may be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

Prior to submittal of the bid, interested bidders may visit the property to thoroughly familiarize themselves with existing conditions. Interested bidders shall practice social distancing and are encouraged to wear a face mask as recommending in the Governor's Seventh Supplementary Proclamation Related to the COVID-19 Emergency dated May 5, 2020. Interested bidders may contact the IFB Coordinator to arrange for a site inspection until Wednesday, May 27, 2020. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed at the offices.

## VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Monday, May 18, 2020. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Thursday, May 21, 2020.

## VII. Submission of Sealed Bids

- A. Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall 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](http://www.hudclips.org) and are attached in Section 5 of this IFB. See Attachments 13 and 14.

- B. Bid Submittal.** Sealed bids must be hand delivered or delivered by the United States Postal Service (USPS) to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Thursday, May 28, 2020. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2020-26). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail 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, a 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. 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 Successful Bidder shall be obligated to provide such increased wages.

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 his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Offeror's place of business in an area accessible to all employees.

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). **The HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the effective wages for State employees performing similar work have been published by the DHRD. See Attachment 4.

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 Offeror'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 compensated for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. If the Successful Bidder's hourly wage rate is greater than the prevailing State wage at the time of the offer submittal, the Successful Bidder's requests for increase will not be considered.
2. 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 listed State position. 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:
  - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests 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. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the Department of Human Resource Development's website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, 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 shall not be withheld.**

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

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

## **IX. Opening of Bids**

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. 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 publicly. Public bid opening will commence at 10:15 a.m. HST, Thursday, May 28, 2020 at the HPHA, 1002 North School Street, Building A Conference Room, Honolulu, Hawaii 96817. In the unlikely event that the HPHA receives a bid that is misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

**X. Additional Materials and Documentation**

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the 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 registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or United States Postal Services.

**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 sole discretion of the HPHA when it is determined to be in the best interest of the State.

**XIII. Costs for Bid Preparation**

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All 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 sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

#### **XIV. Modification of Bids**

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2020-26).

#### **XV. Withdrawal of Bids**

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

#### **XVI. Late Withdrawal and Late Modification**

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time. A late modification will not be considered for award. Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

#### **XVII. Mistakes in Bids**

While 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 HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR and the

HUD requirements pursuant to HUD Handbook 7460.8.

### **XVIII. 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 demonstrate an understanding of the service specifications. All bids offering 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 a) 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, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) 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 bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions may be determined non-responsive.

### **XIX. Notice of Award**

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of Total Bid Prices for the Initial Contract Period, Option Year 1, Option Year 2, Option Year 3 and Option Year 4. See Attachment 2. The quarterly bid price shall be inclusive of all personnel, labor, overhead, equipment, tools, applicable taxes, and any other costs incurred in the performance of the Contract; and
2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall

be determined by the flip of a coin or some other random means of selection.

Services shall not be undertaken by the Successful Bidder until receipt of the HPHA's issuance of the Notice to Proceed. The HPHA shall not be liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions of the resulting Contract are attached and service specifications are included herein. See Attachments 11 and 12.

## **XX. Protests**

Pursuant to section 103D-701, 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:

- i. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
- ii. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or
- iii. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

The Notice of Protest shall be mailed by United States Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) business 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. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Protests are deemed submitted upon receipt by the State Contracting Office. Any notice of award resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/welcome>.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
Name:	Mr. Hakim Ouansafi	Name:	Mr. 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

**XXI. Availability of Funds**

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for as-needed maintenance personnel services with State funds allocated for other purposes.

**XXII. Monitoring and Evaluation**

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the HPHA Contract Administrator or their designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

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

**XXIII. General and Special Conditions of Contract**

The State General Conditions, AG-008 103D General Conditions are attached for bidder's information and reference. See Attachment 11. The State General Conditions may be found on the SPO website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The Federal General Conditions, Form HUD 5370-C is provided for bidder's information and reference. See Attachment 12.

The State and Federal General Conditions shall be incorporated into the Contract with the Successful Bidder. In the event of a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 10. 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 modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

#### **XXIV. Cost Principles**

The HPHA shall utilize standard cost principles in 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 the Federal and State laws.

#### **XXV. Campaign Contributions by State and County Contractors Prohibited**

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 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**

### **I. Introduction**

#### **A. Purpose or need**

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii. The HPHA seeks to procure preventive maintenance services to meet the agency's goal of providing safe, sanitary, and decent housing.

The purpose of this solicitation is to competitively procure quarterly preventive maintenance services for the sewage treatment plant at Kupuna Home O Waialua under Asset Management Project 49 on Oahu.

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

By submitting a bid offer, the Successful Bidder is certifying that it is capable of providing the services contained in this IFB during the Initial Contract Period and all applicable option periods at Kupuna Home O Waialua, 67-088 Goodale Avenue, Waialua, Oahu, Hawaii. See Attachment 3.

#### **C. Funding source and period of availability**

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or United States Department of Housing and Urban Development. 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 and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.** A 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 funds for any portion of the remainder Contract period beyond the Initial Contract period, 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. Qualifying requirements

1. The Successful Bidder shall have a Grade 2 Wastewater Treatment Plant Operator license or higher in the State of Hawaii.
2. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.
3. 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.
4. The Successful Bidder shall, upon award of the Contract, 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. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

**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 the Successful

Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a “compliant non-Hawaii business” as follows:

**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.

iv. **Certifications of Eligibility**

Prior to award of a Contract, bidders shall submit the following documents to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (Paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders 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>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment.

Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

v. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
<b>Commercial General Liability</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR  Combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and to all employees of sub-contractors (in case any sub-contractor fails to provide adequate similar protection for all his/her employees).

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

"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 Liability

Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawaii and HPHA under this Contract.”

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

To satisfy the minimum coverage limits required by the Contract, 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.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Bidder's compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the 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 the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability or to fulfill the indemnification provisions and requirements of the 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 the Contract.

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 Successful Bidder will immediately provide written notice to the contracting department or agency should any of the insurance

policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

- vi. During the performance of the 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.

- vii. **Business Office**

The Successful Bidder shall have a permanent office in the State where he/she conducts business and have a designated local point of contact in the State of Hawaii where he/she will be accessible in person or via telephone during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 15 for 2020 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

- viii. **Section 3 of the U.S. Housing Act of 1968**

- a. The work to be 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 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the Successful Bidder has a collective bargaining agreement or

any other understanding, a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall: describe the section 3 preference; set forth minimum number and job titles subject to hire; disclose the availability of apprenticeship and training positions and the qualifications for each; provide the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- ix. No performance or payment bond is required.
- x. A bid security deposit is not required for this IFB.

## **B. Personnel Requirements**

1. All personnel shall be considered employees of the Successful Bidder and shall perform services under the supervision of the Successful Bidder's personnel.
2. The Successful Bidder's personnel shall have a minimum of one (1) year of experience performing the required scope of services.
3. The Successful Bidder shall dedicate one (1) Project Coordinator for the resulting Contract. The Project Coordinator shall:
  - (1) Serve as the main point of contact for the HPHA;
  - (2) Supervise all of the Successful Bidder's personnel assigned to the resulting Contract; and
  - (3) Provide training to the Successful Bidder's personnel should there be personnel turnover during the term of the initial Contract period and all option period(s).
4. The Successful Bidder shall:
  - (1) Employ sufficient personnel and capable in fulfilling the service request as requested by the HPHA. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
  - (2) 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 HPHA Officers-in-Charge. Personnel shall refrain from socializing or fraternizing or interfering with HPHA office personnel while on duty.
  - (3) Remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove immediately and shall not employ any person whom the HPHA determines does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.
  - (4) Relieve any personnel if arrested for any major crimes or

felony, pending final resolution of the investigation. The HPHA has the final authority to allow the individual to perform custodial duties pending investigation, resolution or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.

- (5) Ensure that no personnel employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
  - (6) Inform the Contract Administrator of all personnel employed under the resulting Contract who is a registered sex offender.
  - (7) Ensure that all information, documents, or materials viewed, discussed or provided to the maintenance personnel in the line of duty shall be treated as confidential. Maintenance personnel shall refrain from providing confidential information to the tenants and the general public without the express consent of the HPHA.
  - (8) Select individuals for the resulting Contract who are capable of demonstrating the following:
    - a) Ability to exercise good judgement.
    - b) Maturity in conduct and attitude.
    - c) Ability to communicate in English and read simple instructions.
    - d) Courtesy to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed appearance.
5. Personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
  6. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment. The Successful Bidder will take affirmative action to ensure equal treatment of its employees. Such

action shall include, without limitation, 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.

Furthermore, the Successful Bidder employment fifteen (15) or more persons agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

7. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, “smoking” includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Offeror agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extent under the law

#### **C. Administrative Requirements**

1. The Successful Bidder may be required to attend quarterly meetings with the Contract Administrator. The meeting dates and times will be specified by the Contract Administrator. Necessary field visits will be made as determined by the HPHA.
2. Every four (4) weeks, the Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.

#### **D. Administrative Policies**

At a minimum, the Successful Offeror shall maintain its own written policies that, address the following:

1. Drug Free Workplace Policy;
2. Sexual Harassment Awareness in the Workplace Policy;
3. Non-Violence in the Workplace Policy; and

4. Standards of Conduct.

The Successful Offeror shall provide written documentation not later than 15 days after the notice to proceed that all staff are informed of its requirements and agree to comply with said policies. The Successful Offeror shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

**E. Type of Contract**

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 5 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed

by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

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

Single                       Multiple                       Single & Multiple

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

Single term ( $\leq$  12 mos)                       Multi-term ( $>$  12 mos)

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 interest of the State

Maximum length of contract:                      60 months

The initial Contract period shall commence July 1, 2020 or upon issuance of a Notice to Proceed and end June 30, 2021. 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 up to 48 months with no single extension period to exceed 12 months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the current Contract; and
4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and

5. The Contractor must obtain written approval and a Notice to Proceed by the State with the extension; and
6. The State has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The option to extend the Contract will be exercised 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 accepted bid offer 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 is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

#### **H. Statutory Requirements of Section 103-55, HRS**

Prior to entering into a Contract in excess of \$25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the 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 resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

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. 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 not less than those increased wages.

**I. Bid Price**

Bidders shall submit a quarterly bid price for the services required under this solicitation. The quarterly bid prices shall be the all-inclusive bid price charged to the HPHA including, without limitation all personnel, labor, equipment, tools, overhead, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

The total bid price for the services required under this solicitation shall be the sum of the quarterly bid prices for the Initial Contract Period, Option Year 1, Option Year 2, Option Year 3, and Option Year 4 period.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for Contract price adjustments due to wage increase during the term of the Contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS. The bidder's price shall include all administrative, personnel and all other associated cost increases 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.

Bidders should account for any published wage increase in the bid price. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The Successful Bidder shall be the responsive and responsible bidder submitting the lowest Grand Total Bid Price within each island. The Grand Total Bid Price is the sum of the Total Bid Prices submitted within each island. Bidders are not required to submit bid prices for all islands but are required to submit bid prices for all line items within an island to be considered responsive and eligible for an award. The Successful Bidder for each island may not necessarily be the same bidder.

**J. Contract Price Adjustment Due to Increase in State Wages**

At the release of this solicitation, the wages effective January 1, 2020 for State employees performing similar work are known and published by the Department of Human Resources Development. 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. The wage increase would correspond to an increase in costs for benefits required by

law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder, however, 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 not less than the known wage of the State position listed herein. Documentation shall include employee 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:
  - a. A 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.
  - b. A request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder may contact 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 website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

## **K. Payment**

The HPHA shall compensate the Successful Bidder for man-hours of maintenance personnel services rendered at the accepted bid price per hour.

All compensation shall be subject to the following:

1. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon delivery of goods or performance of the services to make payment. Upon receipt of invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA shall reject any bid submitted with a condition requiring interest payments greater than allowed by section 103-10, HRS, as amended.

2. The Successful Bidder shall submit on a monthly basis one (1) original itemized invoice for services rendered to:

Hawaii Public Housing Authority  
Property Management and Maintenance Services Branch  
1002 North School Street  
P.O. Box 17907  
Honolulu, Hawaii 96817

3. 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 Officer-in-Charge or designee that the Successful Bidder has satisfactorily performed the services specified. Payment shall be made on the basis of actual man-hours of maintenance personnel services rendered by the Successful Bidder.
4. The Successful Bidder shall submit monthly itemized invoices for payment, listing services dates, Asset Management Project, property name, type of personnel, name of maintenance personnel, and man-hours of services rendered for the previous month; Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month.

5. Invoice for the month of June shall be submitted to the HPHA by the 20<sup>th</sup> of June for work performed for the period from June 1<sup>st</sup> to June 15<sup>th</sup> for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For work performed for the period from June 16<sup>th</sup> to June 30<sup>th</sup>, the invoice shall be submitted to the HPHA not later than July 15<sup>th</sup> for payment processing.
6. For final payment, the Successful Bidder must submit a valid tax clearance certification and a "Certificate of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, link.

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

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

##### **1. Description of Maintenance Services:**

The services shall consist of performing required operational and preventive maintenance of the new sewage treatment plant, sewage lift station, and the emergency generator located at Kupuna Home O`Waialua, 67-088 Goodale Avenue, Waialua, Oahu, Hawaii.

The Successful Bidder shall conduct all services in accordance with:  
a) best practices of the industry governing the operation and maintenance of sewage treatment plant and sewage lift/pump station, and b) manufacturer's instructional manuals, so as to assure the final effluent is within the State Department of Health (DOH) and Environmental Protection Agency (EPA) requirements.

Such services shall include without limitation: Furnishing and paying for water testing and analysis, sludge measuring devices, waste sludge removal, labor, materials, minor parts, major parts and hand tools necessary to properly operate and maintain the new sewage treatment plant, sewage lift/pump station and emergency generator. Inspection and monitoring reports shall be submitted to the HPHA. Handwritten inspection and monitoring reports shall not be allowed.

Minor parts shall mean those parts costing less than \$100.00. Major parts shall mean parts costing individually \$100.01 or more as shown on the manufacturer's price list. Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The Contractor will be compensated by the HPHA for any major parts or equipment replacement.

The Contractor shall provide all chemicals, including chlorine and chemicals needed for required testing. The Contractor must maintain a daily running log (checklist) recording the date of each operational and maintenance service work performed and who performed the work. The log book shall be kept at the project site.

## 2. General Information

### a. Sewage Treatment Plant

The sewage treatment plant has a capacity of 10,000 gallons per day and is manufactured by Smith & Loveless, Inc., Job No. MF-00291-L. The sewage treatment plant is an underground fixed-media activated sludge system which utilizes submerged media. Airlifts aerate and circulate the contents inside the tank. The treatment plant tank has two (2) observation ports and two (2) ports for sludge measurement/pumping. Bacteria grow on the media and metabolize the wastewater as it passes through the media, resulting in biological treatment. The oxygen required by the sewage treatment plant is supplied by above-ground redundant air blowers. Each air blower will be controlled by a variable speed drive to automatically ramp up/down based on the readings from a dissolved oxygen sensor within the treatment plant. The dissolved oxygen sensor continuously measures the dissolved oxygen and temperature in the aerobic tank. The blowers are programmed to alternate automatically every 12 hours. The blower controls are located in a cabinet next to the blowers.

The sewage treatment plant includes the following major components:

- i. Sewage treatment plant module (below-ground), Smith & Loveless Model KX1126T.
- ii. Two (2) positive displacement blowers, Dresser Roots, Model Universal RAI-36, 75 SCFM, 4 to 7 psi operating pressure, 1426 RPM.
- iii. Two (2) blower motors, 7.5 HP, 1750 RPM.

- iv. Blower intake and discharge silencers for each blower, Universal Silencer Model URB-2.5.
- v. Isolation valve, check valve, air relief valve, pressure gauge, and pressure switch for each blower.
- vi. Two (2) fiberglass blower enclosures.
- vii. Dissolved oxygen sensor, Environmental Instruments, LLC, Model FL-3 Fluoroprobe.
- viii. Control Panel which includes:
  - a. Two (2) blower variable speed drives, 3 Phase, 11 kW, ABB, Model ACH550-01-046A-2.
  - b. Dissolved oxygen sensor controls.
  - c. Control panel air conditioning unit, McLean, Model T20.
- ix. There are two (2) air lift valves and one (1) air scour valve, which are located next to the tank.

b. Septic Tank

The septic tank is a 10 feet diameter underground fiberglass tank with a volume of 10,000 gallons and is manufactured by Xerxes Corporation. The volume of the septic tank is sized for roughly one (1) day of flow. The septic tank is intended to be a pretreatment system to remove large solids/debris from entering the sewage lift station and the sewage treatment plant. The septic tank has three (3) inspection ports and contains an internal baffle wall. Generally, grease and large objects will float to the water surface and only wastewater will pass through openings within the internal baffle.

c. Sewage Lift/Pump Station

The sewage lift station is contained within an underground wet well, which has an inside diameter of 4 feet. The lift station contains a redundant pumping system. The primary purpose of the sewage lift station is to pump the flow into the sewage treatment plant. The pumps alternate automatically after every pumping cycle. The pumps operate based on a pressure transducer level measurement device. There are also back-up floats for low level and high level alarms. In alarm events, the pump control panel uses a telephone

line to send an automated message to the operator. The pump control panel is located on the electrical equipment rack.

The sewage lift station includes the following major components:

- i. Two (2) submersible sewage pumps, Ebara, ½ HP, 1 Phase, 120 V, Model 50DWXFU6.4.
  - ii. Two (2) pump removal systems include stainless steel slide rails and stainless steel lifting chains.
  - iii. Level sensors
    - a. Pressure transducer, GE PTX 1290.
    - b. Two (2) float switches, manufactured by Conery.
  - iv. High level and low level wet well alarm.
  - v. Pump control panel which includes:
    - a. Telephone line to dial out to operator in event of alarm.
    - b. Magnetic flow meter transmitter, Siemens, Model MAG 5000.
- d. Lift Station Valve Box

The lift station valve box is located next to the sewage lift station. The valve box contains the valves and the flow meter for the sewage lift station. The flow meter read out is located inside the pump control panel. The valve box includes the following major components:

- i. Two (2) check valves, Spears, Swing Check.
  - ii. Two (2) ball valves, Spears, Model True Union 2000.
  - iii. Magnetic flow meter, Siemens, Model MAG 5100W.
- e. Chlorine Feed System

The primary purpose of the chlorine feed system is to provide disinfection. The disinfection system consists of a manually fed chlorine tablet feeder which is installed within a manhole. The chlorine feed system is located next to the sewage treatment plant.

The following is the major component of the chlorine feed system:

Chlorine Tablet Feeder, Norweco, Bio-Dynamic XT 2000.

f. Emergency Generator

The propane generator provides back-up power to the sewage lift station and the air blowers of the sewage treatment plant. The generator is fueled by commercial grade propane from the Hawaii Gas Company. The generator has an automatic transfer switch which will detect a loss of normal power and will turn on the generator. The generator can run for 24 hours or until the site runs out of fuel.

- i. Emergency propane generator, Cummins West, Inc., 30 kW, Model GGMC, 30 kW, 120/240V, Single Phase, 3W.
- ii. Automatic transfer switch, Cummins, Model OTEC, 120/240V, Single Phase, 3W.
- iii. Propane fuel system (on-site gas tank).

g. Effluent Disposal System

The facility has two (2) underground effluent disposal systems, designed to be a redundant system. A flow distribution box divides the effluent flow evenly to the two leach fields. Each leach field has an isolation valve to shut off service. The system consists of:

- i. One (1) flow distribution box.
- ii. Two (2) valve boxes each containing a ball valve (Spears True Union 2000 with handle extension).
- iii. Leach Field #1, constructed with 4" perforated PVC pipes.
- iv. Leach Field #2, constructed with chambers (Advanced Drainage Systems, Inc. Model ARC 36 HC).
- v. Inspection ports for both leach fields.

3. Specifications for Services of the Sewage Treatment Plant

The general operational and maintenance service shall be performed during each visit and shall include, without limitation, the following:

- a. Weekly Services: Minimum of two (2) visits per calendar week
  - i. Ensure location of mechanical equipment and electrical controls are secured and protected.
  - ii. Ensure all protective covers are in place.
  - iii. Check for unusual odors.
  - iv. Inspect and lubricate all mechanical equipment according to the manufacturer's recommendations.
  - v. Check all systems for leaks and damage.

- vi. Check all gauges and monitoring devices and keep in proper working order.
- vii. Maintain a running log recording the date of each operational and maintenance service work performed and who performed the work.
- viii. Take water samples, conduct analysis and prepare reports as required to meet DOH "Hawaii Administrative Rules" chapter 11-62 regulations. Submit copy of the test results to the HPHA Project Engineer and to the DOH as required.

b. Monthly Services:

- i. Ensure all emergency functions are in proper working condition.
- ii. Take water samples, conduct analysis and prepare reports as required to meet DOH "Hawaii Administrative Rules" chapter 11-62 regulations. Submit copy of the test results to the Contract Administrator and to the DOH as required.
- iii. Prepare and submit to the Contract Administrator a monthly summary of events and visits.
- iv. Provide waste sludge disposal services together with the monthly invoice reflecting the authorized disposal site.

c. Annual Services:

- i. Perform corrosion control on all visible rust on all exposed metal and equipment. Chip, wire brush and apply rust preventive primer, and two (2) coats of industrial enamel to match existing color.
- ii. Paint aerobic tank cast iron vents.
- iii. Be present for and assist in the annual DOH inspections.
- iv. Prepare and submit all permits required by the DOH and/or the EPA.

d. As Required Services:

- i. Measure sludge build-up in the treatment plant tank bottom. Schedule sludge pumping and disposal as required maintaining sludge level within manufacturer's recommendations. Treatment plant and septic sludge pumping shall be performed on the same day.
- ii. Remove pumps from the wet well; clean and inspect, paying particular attention to pump impellers.
- iii. Operate and lubricate all valves, repack as required.

- iv. Test, inspect, clean and lubricate all major electrical equipment including motors, starters, float switches, pressure transducers, dissolved oxygen sensors, contactors, circuit breakers, fuses, relays and magnetic starters in accordance with manufacturer's instructions.
- v. Pump down, flush and inspect lift station wet well. Scrape wet well walls, remove grit, grease and debris from wet well and dispose at approved landfill site.
- vi. Inspect, clean and service check valves and pump impeller. Overhaul pumps as required.
- vii. Clean all exposed bare metal and rust spots and apply touch up paint to match.
- viii. Air scour media in aeration zone for 30 minutes during low flow period if spacing between media is less than 0.5 inches.

#### 4. Sludge Pumping Frequency Adjustments

- a. During the first year of operation, the Contractor, upon prior approval from the HPHA, shall make adjustments to the treatment plant sludge pump frequency to maintain effluent standards which meets the requirements of the DOH. Sludge pumping for the treatment plant, however, shall be pumped at a minimum of every three (3) months.
- b. During the first year of operation, the Contractor, upon prior approval from the HPHA, shall make adjustments to the septic tank sludge pump frequency to maintain effluent standards which meets the requirements of the DOH. Sludge pumping for the septic tank, however, shall be pumped at a minimum of every two (2) months.

#### 5. Detailed Services for Sewage Treatment Plant Systems Components

- a. Weekly Services (Minimum of two (2) visits per calendar week):
  - i. Check the air blowers and motors in accordance with the manufacturer's instructions and recommendations.
  - ii. Check oil levels in air blowers once (1) per week and replace as required.
  - iii. Check air pipes for clogging and proper operation.
  - iv. Perform all lab tests as required by the DOH. Mix liquid suspended solids and effluent suspended solids.
  - v. Record dissolved oxygen sensor and temperature reading at blower control panel once (1) per week to ensure adequate conditions are maintained.
  - vi. Remove and clean dissolved oxygen sensor with soft cloth once per week.

- vii. Check for debris on surface of media and remove as required.
  - viii. Test both blowers by manually running each blower.
  - ix. Measure and record sludge build up in the treatment plant tank bottom.
  - x. Inspect media in aeration zone for adequate spacing (at least 0.5 inches) for water circulation. Air scour (backwash) as necessary.
- b. Monthly Services:
- i. Check air pipes for clogging and proper operation.
  - ii. Take water samples and prepare reports as required to meet DOH "Hawaii Administrative Rules" chapter 11-62 regulations. Submit copy of the test results to the HPHA Project Engineer and to the DOH as required.
  - iii. Exercise air valves and perform air scour (backwash) per manufacturer's recommended procedure prior to sludge removal. Coordinate with sludge pumping schedule.
  - iv. Lubricate each blower.
  - v. Check air blowers for proper operation. Inspect belts and replace as necessary.
  - vi. Check air filter elements of blower intake silencers and replace as required.
  - vii. Monitor and remove monthly sludge generated by the plant according to manufacturer's recommended procedures. Coordinate the sludge removal and the septic tank sludge removal to be on the same day.
  - viii. Provide waste sludge disposal service, together with the monthly invoice reflecting the authorized disposal site. Record the volume of sludge wasted, the solids concentration of sludge wasted, the name of the sludge pumping and hauling firm, and the dates of pumping and hauling.
- c. Quarterly Services:
- i. Check air blower oil seals for leaks.
  - ii. Air scour (backwash) media in aeration zone for 30 minutes during a low flow period per manufacturer's recommended procedure.
- d. Biannual Services:
- i. Calibrate dissolved oxygen probe as per manufacturer's recommended procedure.
- e. Annual Services:

- i. Perform vibration check on air blowers per manufacturer's recommendations.
- ii. Obtain plant influent sampling upstream of septic tank for BOD and TSS to ensure incoming bacteria levels are within plant limitations.
- iii. Replace filter elements of the air blower intake silencers if they have not been replaced for 12 months.
- iv. Replace oil in air blowers after 12 months.

## 6. Detailed Services for Septic Tank Components

- a. Weekly Services (Minimum of two (2) visits per calendar week):
  - i. Open inspection ports and check if tank is operating with normal water levels.
- b. Monthly Services:
  - i. Monitor and remove monthly sludge, debris, and solids from access ports.
  - ii. Provide waste sludge disposal service, together with a monthly invoice reflecting the authorized disposal site. Record the volume of sludge wasted, the solids concentration of sludge wasted, the name of the sludge pumping and hauling firm, and the dates of pumping and hauling.

## 7. Detailed Services for Sewage Lift Station Components

- a. Weekly Services: Minimum of two (2) visits per calendar week
  - i. Check the pumps and motors in accordance with the manufacturer's instructions and recommendations.
  - ii. Check pump control panel and its internal components for damage.
  - iii. Test and clean the level control and alternator switches as required.
  - iv. Test control panel telemetry functions.
  - v. Test the magnetic starters, and clean and adjust as required.
  - vi. Keep wet well clear of debris and grease accumulation.
  - vii. Record daily flows from pump control panel.
  - viii. Check pump run times to ensure equal pump usage. Manually rotate lead and lag pumps or observe automatic pump alternation.
  - ix. Check for debris on wet well water surface and remove as required.

b. Quarterly Services:

- i. Pump down wet well, hose down and clean out all grease accumulation.
- ii. Test wet well high level alarm for visual and audio functions.
- iii. Waste sludge disposal service and monthly invoice must reflect the authorized disposal site.
- iv. Replace Bokashi filter medium.

c. Annual Services:

- i. Remove pumps from the wet well. Clean and inspect, paying special attention to the pump impellers.
- ii. Clean floats and pressure transducer.

8. Detailed Services for Lift Station Valve Box Components

a. Monthly Services:

- i. Open valve box cover to inspect for standing water or debris.
- ii. Perform visual inspection for integrity of flow meter.

9. Detailed Services for Chlorine Feed System Components

a. Weekly Services Required (Minimum of two (2) visits per calendar week):

- i. Open manhole cover, remove and clean feed tubes with fresh water and a brush.
- ii. Add chlorine tablets as needed.
- iii. Adjust baffle with adjustment tool to change chlorine contact time. Increase contact time by raising inlet baffle and decrease contact time by lowering the inlet baffle.

10. Detailed Services for Control Panel Components

a. Weekly Services Required: Minimum of two (2) visits per calendar week:

- i. Inspect equipment control panel internals and check for damage.

11. Detailed Services for Emergency Generator Components

- a. The emergency generator and associated automatic transfer switch should be left in the "Automatic" mode.
- b. Perform periodic maintenance as recommended by manufacturer's operator manual. Maintenance tasks shall be documented by photos to maintain the system's warranty.
- c. Weekly Services or After Eight (8) Hours of Operation (whichever occurs first):
  - i. Check for oil, fuel, cooling and exhaust system leaks.
  - ii. Check engine oil level, coolant level, and coolant heater.
  - iii. Check fuel tank levels (check gauge).
  - iv. Check all system gauges.
- d. Monthly Services or After 100 Hours of Operation (whichever occurs first):
  - i. Check air cleaner, service as necessary in accordance as recommended by manufacturer's instructions.
  - ii. Check starting battery electrolyte level and service starting battery. Check and record battery amps.
  - iii. Check all hardware including, without limitation, fittings, clamps and fasteners.
  - iv. Check fuel lines, connections, meter, and generator air outlet.
  - v. Test transfer switches and maintain as required.
  - vi. Test switch circuitry to ensure proper functioning.
  - vii. Run the generator engine under load for a minimum of 30 minutes operating the sewage lift pumps and treatment plant air blowers.
- e. Biannual Services or After 250 Hours of Operation (whichever comes first):
  - i. Change engine oil and filter. Replace every year.
  - ii. Check radiator hoses for wear and cracks. Replace if hard or brittle.
  - iii. Check belt drive. Visually check belt for evidence of wear or slippage. Replace if hard or brittle.
  - iv. Check anti-freeze concentration.
  - v. Check AC generator and controls.
- f. Annual Services or After 500 Hours of Operation (whichever comes first):
  - i. Replace Positive Crank Case Ventilation Valve.

- ii. Inspect distributor cap and rotor.
- iii. Inspect secondary ignition wires.
- iv. Clean cooling systems.
- v. Inspect or replace spark plugs. Replace after every 1,000 hours of operation.
- vi. Inspect or replace oxygen sensor. Must be performed by a qualified mechanic. Contact an authorized service center. Replace after every 1,500 hours of operation.

## 12. Details for Effluent Disposal System Components

- a. Weekly Services Required (Minimum of two (2) visits per calendar week):
  - i. Open manhole cover of flow distribution box and check water levels to ensure no surcharging is occurring.
  - ii. Take effluent grab sample for chlorine residual.
- b. Monthly Services:
  - i. Take effluent grab samples for BOD, TSS, pH, temperature and alkalinity from water in the flow distribution box.
  - ii. Open leach field inspection ports and check water levels.
- c. Annual Services:
  - i. Take effluent grab samples for Total Kjeldahl Nitrogen, Ammonia Nitrogen, and Phosphorus from water in the flow distribution box.

## 13. Emergency Services:

- a. The Contractor shall provide 24-hour service capabilities to handle emergency service, repair or replacement. Emergency services shall be paid for by the HPHA to the Contractor on an actual time and material basis. The Contractor shall respond and be on-site within four (4) hours of notification by the HPHA personnel of an emergency. The Contractor shall provide emergency phone numbers to the HPHA. The Contractor shall notify the AMP Manager when on site to provide any emergency service.
- b. The cost of parts charged for emergency services shall be the actual cost with the original invoices submitted to the HPHA for approval prior to payment.

## 14. Workmanship

- a. All operational and maintenance services including emergency services shall be done in a first-class workmanlike manner by mechanics skilled in the trade and under proper supervision of the Contractor.

#### 15. Protection

- a. The Contractor shall take all necessary precautions to protect the public and tenants from injury resulting from his work. The Contractor shall provide its own safety equipment such as goggles, gloves and masks, as required to complete its work.
- b. The Contractor shall take all necessary steps to safeguard its work and also the property of the HPHA as well as other individuals in the vicinity of the work area during the execution of this Contract. It shall be responsible for and make good on any and all damages and for losses to work or property caused by its employee's negligence.

#### 16. CONTRACTOR and the State Department of Health

- a. The Contractor shall be present at all meetings with the DOH. The Contractor shall prepare and submit all permits required by the DOH and/or the EPA.

#### 17. Storage of Materials and Equipment

- a. The Contractor shall store materials and equipment at the jobsite only upon the approval of the HPHA Project Engineer. The HPHA shall not be responsible for the loss or damage of any materials and equipment stored on site.

#### 18. Notification to HPHA Staff and Residents

- a. The Contractor shall notify and coordinate with the Officer-in-Charge at least 48 hours in advance of any work that would produce noxious odors, excessive noise or utility outages.

#### 19. Clean-Up

- a. At completion of each operational and/or maintenance service or emergency service, the Contractor shall clean up and remove all rubbish, grease and debris from the premises resulting from this work, and keep the entire sewer treatment plant area clean and neat.

## **IV. CONTRACT MONITORING & REMEDIES**

### **A. Monitoring**

1. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to 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 Offeror or to directly assess the Successful Offeror
4. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
5. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.
6. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the

Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the Successful Offeror.

**B. Damages**

1. The HPHA may withhold the payment of fees without being required to pay interest for late payment, if the Successful Bidder fails to implement a corrective action plan in response to findings by the HPHA or if the Successful Bidder fails to demonstrate improvement in performance after implementing its corrective action plan.
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 an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to 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 the Contract without penalty for cause or convenience as provided in the General Conditions.

(END OF SECTION)

## Section 3 Bid Offer Form and Instructions

### General Instructions for Completing Bid Offer Form

- A. *Bid offers shall be submitted to the HPHA using the form prescribed in this IFB.*

*Note: Bid offers submitted using re-created forms or other forms may be rejected and deemed non-responsive.*

- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid offer packet.*
- C. *A written response is required for each line item unless indicated otherwise.*

Reference Bid Submittal Checklist. See Attachment 16.

### 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.**

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective July 1, 2020 or upon the HPHA's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective July 1, 2020 or up the HPHA's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the 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 fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

**The bidder's authorized signature shall be an original signature in ink.** If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile

or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid for each group/island shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all bid prices for the Initial Contract Period, Option Year 1, and Option Year 2. Bidders are not required to submit bid prices for all islands but are required to submit bid prices for all line items within an island to be considered responsive and eligible for an award for the specific island. The Successful Bidder for each island may not necessarily be the same bidder.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation all personnel, labor, equipment, tools, overhead, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Wage Certificate;
- B. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and
- C. Certification and Representations of Offerors, Form HUD 5369-C.

## **II. HUD Forms**

### **A. Instructions to Offerors Non-Construction, Form HUD 5369-B**

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 13.

### **B. Certification and Representations of Offerors, Form HUD 5369-C**

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 14.

(END OF SECTION)

## **Section 4**

### **Bid Evaluation & Award**

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

All bid offers received by the due date and time will be reviewed by the HPHA. 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 that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsible bid.”

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

An award shall be made for each group/island to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the Total Bid Prices submitted for the Initial Contract Period, Option Year 1, Option Year 2, Option Year 3, and Option Year 4. To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed on the Bid Offer Form within a group/island, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. A bidder is not required to submit a bid offer for all groups/island.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

## **Section 5 Attachments**

- |   |                          |
|---|--------------------------|
| 1. Wage Certificate   | Due May 26, 2020         |
| 2. Bid Offer Form   | Due May 28, 2020         |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services      | 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. State General Conditions, AG-008 103D General Conditions                     | For Bidder's Information |
| 10. General Conditions, Federal Form HUD 5370-C                                 | For Bidder's Information |
| 11. Instructions to Offerors, form HUD 5369-B                                   | For Bidder's Information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C              | Due May 28, 2020         |
| 13. 2020/2021 Hawaii State Government Observed Holidays                         | For Bidder's Information |
| 14. Bid Submittal Checklist   | For Bidder's Information |

This page is intentionally left blank.