Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2019-24

Invitation-For-Bids to Furnish Refuse Collection Services at Kawailehua – State and Kawailehua – Federal Under Asset Management Project 38 on Kauai

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.

EQUAL HOUSING OPPORTUNITY

Issued June 18, 2019

DAVID Y. IGE
GOVERNOR

HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII

HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
POST OFFICE BOX 17907
HONOLULU, HAWAII 96817

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

INVITATION FOR BIDS (IFB) No. PMB-2019-24

Notice is hereby given that pursuant to chapter 103D, Hawaii Revised Statues, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Refuse Collection Services at Kawailehua – State and Kawailehua – Federal under Asset Management Project 38 on Kauai:**

Asset Management Project 38 (AMP 38)	Kawailehua – State (2010), 5220 Paanau Rd, Koloa, Kauai, Hawaii 96756 Kawailehua – Federal (1010), 5230 Paanau Rd, Koloa, Kauai, Hawaii 96756

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817, beginning Tuesday, June 18, 2019. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 2:00 p.m. Hawaii Standard Time (HST), Wednesday, July 17, 2019. Public opening of bids will commence at 2:15 p.m. HST, Wednesday, July 17, 2019 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 9:30 a.m. HST, Monday, July 8, 2019 in the Kawailehua Community Hall, 5230 Paanau Road, Koloa, Kauai, Hawaii 96756 with a site inspection to follow at approximately 10:45 a.m. or at the conclusion of the Pre-Bid Conference. All interested bidders are strongly encouraged to attend the Pre-Bid Conference and site inspection.

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

EQUAL HOUSING OPPORTUNITY

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Section 1
Administrative Overview

Section 1
Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of chapter 103D, 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 applicable deliverables
Section 3	Bid Offer Form and Instructions – Describes the required format and content of the bid submission
Section 4	Bid Evaluation & Award – Describes how the 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:

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:

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

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:

Mr. Sam Liu
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4674

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.

IV. Procurement Timeline

Activity	Scheduled Dates
Public Notice Announcing IFB	June 18, 2019
Distribution of Bid Specs/Bid Offer Form	June 18, 2019
Pre-Bid Conference & Site Inspection	July 8, 2019
Site Inspection Period	July 8, 2019 – July 15, 2019
Written Questions Due to the HPHA	July 8, 2019
Written Responses Due from the HPHA	July 10, 2019
Bid Submittal Deadline	July 17, 2019; 2:00 p.m. Hawaii Standard Time (HST)
Bid Opening	July 17, 2019; 2:15 p.m. HST
Notice of Award	July/August 2019
Contract Start Date	September 1, 2019

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 Conference and Site Inspection

Interested bidders are strongly encouraged to attend a Pre-Bid Conference scheduled at 9:30 a.m. HST, Monday, July 8, 2019, at the Kawailehua Community Hall, 5220 Paanau Road, Koloa, Kauai, Hawaii 96756 with a site inspection to follow at approximately 10:45 a.m. or at the conclusion of the Pre-Bid Conference. Attendance at the Pre-Bid Conference and site inspection is not required in order to submit a bid offer.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and are nly intended for 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 properties to thoroughly familiarize themselves with existing conditions. Any time after the Pre-Bid Conference conducted by the HPHA, interested bidders may contact the IFB Coordinator to arrange for site inspections until Monday, July 15, 2019. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed.

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, July 8, 2019. 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 Wednesday, July 10, 2019.

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 and is attached in Section 5 of this IFB. See Attachments 11 and 12.

B. Bid Submittal. Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central

Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 2:00 p.m. HST, Wednesday, July 17, 2019. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. 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.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2019-24). 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, the Successful Bidder shall certify compliance 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 wages not less than those 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 obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

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 shall be 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 2:15 p.m. HST, Wednesday, July 17, 2019, at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the event that the HPHA receives a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible to 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 USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the 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.

<u>Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2019-24)</u>.

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 that contradict 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 shall 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 all service items for the initial 12-month period, Option Year One (1) and Option Year Two (2). See Attachment 2. Interested bidders must submit a bid for the initial 12-month period, Option Year One (1), and Option Year Two (2) to be considered responsive. The award of the initial 12-month contract period shall not be deemed a commitment on the part of the HPHA to automatically exercise the additional option periods; and

2. In the event of a tie, award shall be made to the current Contractor provided that it is one of the tied bidders and whose performance under the current Contract indicates that the current Contractor is responsible. If the current Contractor is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval by the Department of Human Resources Development of the exemption for contractual services, Department of the Attorney General, and other approvals as required by the statutes, regulations, rules, orders or other directives.

Services shall not be undertaken by the Successful Bidder until upon 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 9 and 10.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;

2. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or

3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

Head of State Contracting Office		**Procurement Officer**	
Name:	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

Any notice to award resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website: http://www.hawaii.gov/spo2/source/.

XXI. Availability of Funds

All bidders and the Successful Bidder are notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to

chapter 37, HRS, and shall be 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 period 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 custodial services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

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

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

XXIII. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov. In the event of a conflict between the State General Conditions and the Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually special conditions. See Attachment 8. In the event 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

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 refuse collection services to meet the agency's goal of providing safe, sanitary, and decent housing. The purpose of this IFB is to provide refuse collection services on a regular schedule at Kawailehua – State and Kawailehua – Federal under Asset Management Project 38 on the Island of Kauai.

B. Area of Service

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

Property	Address
Kawailehua – State	5220 Paanau Rd., Koloa, Kauai, Hawaii 96756
Kawailehua – Federal	5230 Paanau Rd., Koloa, Kauai, Hawaii 96756

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 (HUD). 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 indicates 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 received by HPHA. 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 12-month 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.

The HPHA reserves the right to pay for the roving patrol services, special events, emergency services, administrative and/or judicial hearings or other schedule changes using available State and/or Federal funding sources. All additional services purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

The use of Federal funds may require the prior written approval of the HUD.

II. General Requirements

A. Qualifying Requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.

2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.

3. 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; <u>and</u>
    f. <u>One</u> 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 page 1 of the Successful Bidder's Bid Offer Form 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.

4. Certifications of Eligibility

Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

a. Tax Clearance, Form A-6;

b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and

c. Certificate of Good Standing issued by the 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.

5. 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.

6. 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:

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

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, as respect to operations performed for the State of Hawaii and HPHA under this Contract."

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

To satisfy the minimum coverage limits required 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 that the Successful Bidder is in compliance with the insurance provisions of the Contract and shall 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 under this Contract 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 shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

7. 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, 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.

8. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. See Attachment 15 for 2019 and 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.

9. 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's 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 contractor 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, shall set forth minimum number and job

titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and 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 shall 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.

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

B. 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 3 through 8. 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 all 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 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 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.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☒Single term (≤ 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:	36 months

The initial Contract period shall commence on September 1, 2019. 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 24 months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and

3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and

4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and

5. The HPHA will be required to obtain the Department of Human Resources Development's approval in writing of the extension prior to execution of a Supplemental Contract; and

6. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension; and

7. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and

8. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The Primary Contract shall be executed for a 12-month period beginning September 1, 2019 and ending August 31, 2020.

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.

E. 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.

The HPHA has determined that work to be completed under the resulting Contract is similar to a Refuse Collector (Bargaining Unit 1/BC 05), Truck Driver – Laborer (Bargaining Unit 1/BC 05, Truck Driver (Bargaining Unit 1/BC 06), and Heavy Truck Driver (Bargaining Unit 1/BC 07 classification at entry level. The Successful Bidder shall be required to pay their employees the published prevailing State wages for work performed under the resulting Contract. At the release of the IFB, the published State prevailing basic hourly wage for these positions are as follows:

Classification	Hourly Rate	
	Effective 7/1/2019	Effective 7/1/2020
Refuse Collector	$22.67	$23.12
Truck Driver - Laborer	$22.67	$23.12
Truck Driver	$23.58	$24.05
Heavy Truck Driver	$24.53	$25.02

See Attachments 13 through 15.

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting 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 Bidder's place of business in an area accessible to all employees.

F. Bid Price

Bidders shall submit a unit bid price for each service item listed on the Bid Offer Form. The bidder's unit bid price shall be the all-inclusive unit price charged to the HPHA including, without limitation, labor, equipment, materials, and all applicable taxes, and all other necessary costs to provide the services specified. The unit bid price shall be firm for each applicable Contract performance period.

The unit bid price shall be applicable for all refuse collection services provided under the resulting Contract, regardless of the performance days and times including, without limitation, weekdays and weekends, during and after business hours. The HPHA shall not be responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

Bidders should account for any published wage increases in their bid offer. See Attachments 13 and 14. 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 unit bid price shall also include all administrative and supervisory personnel costs, 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.

In return for the bid price(s) submitted, the HPHA will purchase all required services from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the service is not suitable for the HPHA's purpose.

G. Contract Price Adjustment Due to Increase in State Wages

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD) in their bid submission. **The HPHA will only consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any subsequent option period that are not published.**

At the release of this solicitation, the DHRD have published wages effective July 1, 2019 and July 1, 2020 for State employees performing similar work. The published wage information can be downloaded from the DHRD website at the following address:

http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/

Refuse Collector: Bargaining Unit 1 Salary Schedules
http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/

Truck Driver - Laborer: Bargaining Unit 2 Salary Schedules
http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/

Truck Driver: Bargaining Unit 2 Salary Schedules
http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/

Heavy Truck Driver - Laborer: Bargaining Unit 2 Salary Schedules
http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/

If wages increase by State Law or under State wage agreements after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wage of the bidder's employees performing the work.

This includes any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

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

1. At the time of the bid offer, 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, including without limitation, that its employees are being paid not less than the known wage of the listed State position listed herein. Documentation shall include the employee's payroll records and a statement that the employees are being utilized for the resulting 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.

H. Contract Price Adjustment Due to Landfill/Disposal Fees

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

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

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

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

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

I. Recycling Fund Surcharge

Bidders shall include the County recycling fund surcharge in their bid prices. If the County recycling fund surcharge changes during the life of the Contract, 125 pounds will be used as a container base weight per cubic yard of refuse.

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

The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in recycling fund surcharge fee.

J. Solid Waste Management Surcharge

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

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

Whereby:
- N = New solid waste management surcharge per ton.
- O = Old solid waste management surcharge per ton.
- 2000 pounds of refuse = 1 ton.

W = Base weight of 125 pounds per cubic yard will be used OR base weight of 8.33 pounds per gallon will be used.
C = Refuse container capacity.

The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in solid waste management surcharge fee.

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

Whereby: I = Amount of State's solid waste management surcharge increase per ton.
2000 = Pounds per ton.
W = Pounds per cubic yard refuse (125 lbs. per cubic yard will be used).
C = Cubic yards per container.

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

K. Price Adjustment by the State

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

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

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

Unscheduled or Emergency Service Calls (Excess Refuse Pick-up on an unscheduled Collection Date). The Successful Bidder agrees to make unscheduled collections when requested by the Officer-in-Charge. Such "calls" shall be performed within 24 hours after request. Bid price per container will be used as the basis for "call" charges unless such charges are modified by mutual

agreement at the time of the emergency to account for any additional expenses to provide the special pickup service.

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

III. SCOPE OF WORK

Work included in the resulting Contract shall consist of collecting refuse from the properties on Kauai according to the Service Schedule in the Bid Offer Form in accordance with the provisions, specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

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

1. Collection and Disposal

The Successful Bidder shall collect refuse from the properties according to the Service Schedule in the Bid Offer Form. See Attachment 2.

a. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with a minimum of spillage, pollution of the atmosphere or surrounding area. The refuse collection truck shall be constructed so that refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.

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

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

d. The Successful Bidder shall not drive faster than five (5) miles per hour while on HPHA property.

2. Collection Schedule

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

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

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

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

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

5. If make-up collection is not made within 24 hours, the HPHA reserves the right to purchase emergency services from another vendor and shall assess those charges to the Successful Bidder who failed to perform the make-up collection.

3. Refuse Containers

a. All refuse containers shall be delivered to all sites on or before 7:45 a.m. HST, September 1, 2019 (but not earlier than August 31, 2019 at 4:30 p.m. HST) to prevent any interruption of service.

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

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

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

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

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

4. Refuse Container Maintenance

a. All Successful Bidder-owned refuse containers shall

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

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

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

5. Vehicle Listing and Standards

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

b. Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed

from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the Contract.

6. Equipment

a. Equipment furnished and used by Successful Bidder to collect and remove refuse shall at all times be clean and well maintained, both mechanically and in appearance.

B. Management Requirements & Qualifications (Minimum Requirements)

1. Personnel

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

b. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.

c. The Successful Bidder shall be sole responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the HPHA Contract Administrator. Refuse collection personnel shall refrain from socializing or fraternizing or interfering with HPHA office personnel while on duty.

d. The Successful Bidder shall 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.

e. The Successful Bidder shall relieve any refuse collection personnel if arrested for any major crimes or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform refuse collection duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.

f. The Successful Bidder shall ensure that no refuse collection 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.

g. The Successful Bidder shall inform the Contract Administrator of all refuse collection employees who are registered sex offenders.

h. The Successful Bidder shall have a properly trained and licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All refuse collection personnel shall be under the supervision of the Successful Bidder.

i. Refuse collection personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.

j. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided to the refuse collection personnel in the line of duty shall be treated as confidential. Refuse collection personnel shall refrain from providing confidential information to the tenants and the general public without the express consent of the HPHA.

k. The Successful Bidder shall employ only those individuals capable of demonstrating the following:

   i. Ability to exercise good judgement.

ii. Maturity in conduct and attitude.

iii. Ability to communicate in English and read simple instructions.

iv. Courteous to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed in appearance.

l. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The Successful Bidder shall comply with all relevant Federal and State laws and rules. Businesses are responsible for knowing and complying with the most current laws.

m. 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 Bidder 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. Smoking while on HPHA properties shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

2. Administrative

a. The Successful Bidder may be asked to attend quarterly meetings with the Contract Administrator, unless otherwise informed by 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.

b. 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. Liquidated damages shall apply for failure to comply. See Attachment 3.

c. Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

i. Drug Free Workplace Policy;
ii. Sexual Harassment Awareness in the Workplace Policy;
iii. Non-Violence in the Workplace Policy;
iv. Standards of Conduct;
v. Fair Housing; and
vi. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include without limitation,

i. Employment, upgrading, demotion, or transfer;
ii. Recruitment or recruitment advertising;
iii. Layoff or termination;
iv. Rates of pay or other forms of compensation; and
v. Selection for training, including apprenticeship.

The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under

Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

d. The Successful Bidder employing fifteen (15) or more persons agree 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.

3. Payment

The HPHA shall compensate the Successful Bidder for refuse collection services rendered at the accepted unit bid prices.

All compensation claims shall be subject to the following:

a. 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 receipt of the 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 will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

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

c. The Successful Bidder shall submit monthly itemized invoices for payment and include custodial and cleaning service dates. Invoices shall be submitted to

the HPHA not earlier that the first of the subsequent month.

d. The Successful Bidder shall submit a monthly 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, HI 96817

e. Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.

f. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification 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. Select "Forms for Vendors/Contractors" from the chapter 103D, HRS, link.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through personal observation, 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. 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.

4. 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.

B. Damages

1. Liquidated damages is fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The HPHA reserves the right to apply liquidated damages for delay in Contract execution on the part of the Successful Bidder.

3. 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 moneys 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 for within the General Conditions.

(END OF SECTION)

Section 3
Bid Offer Form and Instructions

Section 3
Bid Offer Form and Instructions

General Instructions for Bid Offer Submittal

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

B. No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

C. A written response is required for each line item unless indicated otherwise.

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. **Email and facsimile transmissions shall not be accepted.**

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. 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 September 1, 2019, or upon the State's issuance of a written Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State'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 space on page 1 of 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 shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all service items for the initial 12-month period, Option Year One (1) and Option Year Two (2).

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including without limitation, labor, cleaning equipment, cleaning supplies and materials, administrative personnel, applicable taxes, and all other necessary costs to provide the services.

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

A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;

B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;

C. Hawaii State Tax Clearance Certificate;

D. Federal Tax Clearance Certificate;

E. Wage Certificate;

F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at http://vendors.ehawaii.gov/hce/ and submit the HCE Certificate of Vendor Compliance instead.

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. See Attachment 11.

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. See Attachment 12.

C. General Conditions, Form 5370-C

The Form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4
Bid Evaluation & Award

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

Award shall be made 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 all service items for the initial 12-month period and the 6-month option period. To be considered a responsive bid and eligible for award, the bidder shall submit a bid price for all services listed, complete the Bid Offer Form in its entirety, and conform to all requirements of the IFB.

Award shall be made 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 all service items for the initial 12-month period, Option Year One (1) and Option Year Two (2). See Attachment 2. Interested bidders must submit a bid for the initial 12-month period, Option Year One (1), and Option Year Two (2) to be considered responsive. The award of the initial 12-month contract period shall not be deemed a commitment on the part of the HPHA to automatically exercise the option periods.

In the event of a tie, award shall be made to the current Contractor provided that it is one of the tied bidders and whose performance under the current Contract indicates that the current Contractor is responsible. If the current Contractor is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

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.

(END OF SECTION)

Section 5
Attachments

1. Wage Certificate	Due July 17, 2019
2. Bid Offer Form	Due July 17, 2019
3. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009)	For Bidder's information
4. Sample – Attachment S1, Scope of Services	For Bidder's information
5. Sample – Attachment S2, Compensation and Payment Schedule	For Bidder's information
6. Sample – Attachment S3, Time of Performance	For Bidder's information
7. Sample – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's information
8. Sample – Attachment S5, Special Conditions	For Bidder's information
9. 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 July 17, 2019
13. Class Specifications/Minimum Qualifications	For Bidder's information
14. Bargaining Unit 1 Salary Schedules	For Bidder's information
15. 2019 and 2020 Hawaii State Government Observed Holidays	For Bidder's information
16. Bid Submittal Checklist	For Bidder's information

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