SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Contract Administrator/Procurement Officer	=	The DAGS-KDO District Engineer or his designee.
State	=	State of Hawaii.
DAGS-KDO	=	State of Hawaii Department of Accounting and General Services Kauai District Office.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
General Conditions	=	General Conditions, AG-008 Rev. 11/3/2006 issued by the State Office of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of refuse and recycling collection services at various public buildings on the island of Kauai for the DAGS-KDO, shall be in accordance with this IFB including these Special Provisions, attached Specifications, and General Conditions.

APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

CONTRACT ADMINISTRATOR/PROCUREMENT OFFICER

For the purpose of this contract, Mr. Eric M. Agena, District Engineer, or designee, is the Contract Administrator (CA)/Procurement Officer and he may be reached at (808) 274-3030 or email at eric.m.agena@hawaii.gov.

TERM OF CONTRACT

Offeror shall enter into a contract for furnishing refuse and recycling collection services for a twelve (12) month period beginning July 1, 2022 and shall end on June 30, 2023, subject to availability of funds as specified in the General Conditions.

CONTRACT EXTENSION

Unless terminated as provided for herein, and subject to availability of funds, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Offeror, prior to the expiration date, for not more than four (4) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same, lower than the initial contract price, or as may otherwise be negotiated due to increases allowed by the contract.

The Offeror or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

OFFEROR QUALIFICATION

Office Location: Offeror shall have a permanent office location on the island of Kauai from where Offeror conducts business and where Offeror will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Offeror's permanent office location shall be stated on the appropriate Offer Form page.

Vehicles: Offeror shall have the necessary vehicles to perform and complete the work specified herein within the period specified, all in accordance with the requirements of this IFB. Offeror shall provide the information requested on the Offer Form regarding vehicles to perform the work specified in this IFB.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed.

Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Price. Unit bid price shall include labor, equipment, transportation, all applicable taxes and any other costs incurred to provide services specified. Bid price per cubic yard shall be applicable to additional service as requested by the State.

Labor Costs. Offeror must indicate on Offer Form, OF-3, the percentage of its bid price per cubic yard that represents labor costs, if applicable. Such information will be used in calculating price adjustments if requested by the Offeror.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Offeror shall provide insurance information as requested on the appropriate Offer Form page.

References. Each Offeror shall provide the names and addresses of at least three (3) references in the State of Hawaii for whom Offeror has provided similar services and who can attest to the reliability of the Offeror’s service and/or personnel. The State reserves the right to contact the references to inquire about Offeror’s past work performance.

Vehicles. Offeror shall list and describe on Offer Form page, the type of vehicle(s) to be used in performing refuse and recycling collection services.

Tipping/Disposal fees and Labor Costs. Offeror must indicate on the appropriate Offer Form page, the percentage of the bid price per cubic yard that represents labor costs, and the percentage of the bid price per cubic yard that represents County of Kauai tipping/disposal fees. Information will be used in calculating price adjustments, if allowed by the State and requested by the Offeror.

Offer Guaranty. An offer guaranty is not required for this IFB.

Wage certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

Refuse Collection Permit. Prior to the start of the contract and throughout the contract period, Offeror must have an active refuse collection permit on file with the County of Kauai. If Offeror fails to keep such permit active during the contract period, contract shall be subject to cancellation. Offeror shall provide permit number on the appropriate Offer Form page or submit a copy of the permit with its bid.

Local Office/Representative. Offerors shall provide on the appropriate Offer Form page information regarding local office and/or responsible individual to be contacted on matters concerning refuse collection and/or recycling services.

SUBMISSION OF OFFER

Offers shall be received electronically through the Hawaii State eProcurement called HIePRO. **Offers received outside of the HIePRO shall be rejected and not be considered for award.**

To register for HIePRO, please go to http://hiepro.hawaii.gov. If you need assistance in registering please call (808) 695-4620 or go to the HIePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified/construction to the State at the price(s) shown in the response and under the terms and conditions of this solicitation.

Offerors must complete and submit the following document(s), form (s) and/or certificate(s):

Offer Form (pages 1 – 3)
Wage Certificate
W-9 Request for Taxpayer Identification

These document(s), form(s) and/or certificate(s) must be submitted electronically as an attachment through HIePRO.

Offerors are responsible to ensure all forms requested are attached in HIePRO when submitting an offer.

If you need assistance in submitting these pages through the HIePRO, please call (808) 695-4620 or go to the HIePRO website and click on Help-Chat online.

Offeror must bid on all items specified on the Offer Form pages (pages 1 – 3) to be considered for award. Failure to do so shall result in rejection of the entire Bid.

RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) for awards $2,500 or greater.

The HCE is an electronic system that allows offerors/contractors/services providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Offerors/contractors and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at http://vendors.ehawaii.gov. The annual registration fee is $12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call:

Hawaii Information Consortium, LLC
Phone No. (808) 695-4620 or
Email: info@ehawaii.gov

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

Paper documents as proof of compliance are NOT ACCEPTABLE. Offerors are advised that the following paper compliance documents will no longer be accepted:

Tax Clearance Form A-6;
Certificate of Compliance, DLIR Form LIR#27;
Certificate of Good Standing, DCCA (BREG).

Timely Submission of Compliance Document. The **"Certificate of Vendor Compliance"** must be submitted to the DAGS/Kauai District Office **within ten (10) working days from the date the request is made.** If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror my not receive the award.

It is recommended that Offerors register with Hawaii Compliance Express (HCE) prior to responding to a solicitation, to ensure timely submittal when requested. Offeror should be aware that it may take thirty (30) working days to establish a compliant status.

Final Payment Requirements. The final payment on the contract shall be for services rendered during the billing period just prior to the contract anniversary date. Offeror is required be compliant with all appropriate state and federal statutes. Proof of compliance is required for final payment of all contracts of $2,500 or greater and is obtained through Hawaii Compliance Express (HCE). Offeror is required to submit a "**Certificate of Vendor Compliance"** for final payment on the contract.

CONFIDENTIALITY OF MATERIAL

All material given to or made available to the Offeror by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the OFFEROR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors 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. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Offeror will be obliged to provide wages no less than those increased wages.

Offeror shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Offeror may meet this obligation by posting a notice to this effect in the Offeror's place of business accessible to all employees, or Offeror may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public employee positions that perform refuse collection service duties. Effective April 1, 2017, the basic hourly wages paid to the State positions are as follows:

Class	Hourly Rate
Refuse Collector (BC05)	$ 23.68
Truck Driver - Laborer (BC05)	$ 23.68

Truck Driver (BC06)	$ 24.63
Heavy Truck Driver (BC07)	$ 25.62

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this solicitation, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Offeror may request for an increase in contract price. The increase requested must result in increase in wages to the Offeror's employees performing the work herein, 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 public health insurance.

Offeror's request for increase must meet the following criteria:

1. At the time of request, Offeror shall provide documentation to show that he/she is in compliance with §103-55, HRS, i.e., the employees are being paid no less than the known wages of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.

2. At the time of making an offer, the Offeror must have specified on the appropriate Offer Form page, the percentage of the bid price per cubic yard that represents labor costs. If the Offeror fails to specify the percentage, the Offeror's request for increase will not be considered.

3. Request for increase must be made in writing to the DAGS-KDO 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. Approval request will be retroactive to the date of increase for the State employee.

   b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Offeror should call the Contract Administrator to obtain the current wage information.

If the Offeror meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase.

First Increase: WI = (XY) (Z) + FB

Subsequent Increase(s): WI = AZ + FB

whereby, WI = Dollar amount increase in contract price per cubic yard due to an I increase in State wages occurring subsequent to bid opening date;
X = Original contract price per cubic yard;
Y = Percentage of bid price per cubic yard designated by Offeror as representing labor cost;

Z = Percentage increase in wages paid to State employees performing similar work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Offeror’s employees;

A = That portion of the current contract price per cubic yard representing wages (this amount is X times Y plus any previous increase(s) in contract price per cubic yard resulting from increase in State wages).

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

CONTRACT PRICE ADJUSTMENT DUE TO TIPPING/DISPOSAL FEES

Offerors shall include in their bid prices, the cost for the County of Kauai tipping/disposal fee, currently at the rate of $119.00 per ton. If the County of Kauai tipping/disposal charges are increased, the Offeror may request adjustment(s) to the contracted bid price per cubic yard, subsequent to bid opening provided the request is made in writing to the Procurement Officer. Documentation of tipping/disposal fee increase(s) satisfactory to the DAGS-KDO must be submitted with the request.

The following formulas will be used in calculating such increase(s):

First Increase: LI = (XY) (Z)

Subsequent Increase(s): LI = AZ

whereby, LI = Dollar amount increase in contract price per cubic yard due to an increase in County of Kauai tipping/disposal fees occurring subsequent to bid opening date;

X = Original contract price per cubic yard;

Y = Percentage of bid price per cubic yard designated by Offeror as Representing County of Kauai tipping/disposal fees **and solid waste management fees if applicable;**

Z = Percentage increase in County of Kauai tipping/disposal fees **and; solid waste management fees if applicable;**

A = Portion of the current contract price per cubic yard representing tipping/disposal fees **and; solid waste management fees if applicable;** (this amount is X times Y plus any previous increase(s) in contract price per cubic yard resulting from increase(s) in County of Kauai tipping/disposal fees).

SOLID WASTE MANAGEMENT SURCHARGE

Offerors shall include the current State’s solid waste management surcharge (HRS, 342G-62) in the bid price.

CONTRACT PRICE ADJUSTMENT BY THE STATE

Change in the Number of Pickups or Containers. The total contract price is based on the maximum amount of refuse to be generated per contract period. The State reserves the right to increase or decrease the number of pickups and/or containers provided to various public buildings on the island of Kauai. Such increases and decreases shall be made only upon written authorization/contract modification for permanent changes to the current collection schedule or by purchase order for instances such as extra pickups, extra bins, etc., not specified herein or not added to the contract by contract modification by the Contract Administrator. All additional cost resulting from changes in refuse pickups or the number of refuse bins shall be computed based the contract price per cubic yard.

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

New Locations. The State reserves the right to add to the contract new locations within a district. The new locations shall be serviced only upon authorization by the Contract Administrator and the additional cost per month shall be calculated based on the then current contract price per cubic yard.

Emergency Calls. Offeror agrees to make unscheduled collections, when requested by the Contract Administrator. Such "emergency calls" shall be completed within twenty-four (24) hours after notification. Contract price per cubic yard will be used as the basis for "emergency call" charges unless such charges are modified by mutual agreement at the time of the emergency to account for the additional expense, if any, incidental to making a special pickup.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the single responsive, responsible Offeror submitting the lowest Bid Price Per Cubic Yard.

The Bid Price per Cubic Yard shall include labor, equipment, transportation, all applicable taxes (including the current Hawaii General Excise Tax), and any other costs incurred to provide services specified. Bid price per cubic yard shall be applicable to additional services as requested by the State.

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310(c), HRS. If compliance documents have not been submitted to the DAGS-KDO prior to award, the lowest responsive Offeror is required to submit to the DAGS-KDO a "**Certificate of Vendor Compliance**" **within ten (10) working days from the date the request is made**. If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Offeror may not receive the award.

Cancellation of IFB and Rejection of Offers. Award shall be contingent on the availability of funds. The State reserves the right to cancel this IFB and/or reject any and all offers in whole or in part when it is determined to be in the best interest of the State.

Final Payment Requirements. Offeror is required to submit a "**Certificate of Vendor Compliance**" for final payment on the contract.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of offer(s), and the prices quoted by the Offeror shall remain firm for the sixty day period.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.

Within ten (10) working days after the Notice of Award is issued, the successful Offeror shall submit, in writing, for the approval of the Contract Administrator, a complete pickup time schedule for each public building. Offeror shall adhere to the approved schedule.

No work is to be undertaken by the Offeror prior to the contract commencement date. The State is not liable for any work, contract, costs, expenses, loss of profits or any damages whatsoever incurred by the Offeror prior to the contract start date.

If the option(s) to extend for the twelve-month period is mutually agreed upon, Offeror shall be required to execute a supplement to the contract.

The Offeror or the State, may terminate the extended contract at any time upon sixty (60) days prior written notice.

RE-EXECUTION OF WORK

The Offeror shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Offeror. Should the Offeror fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Offeror.

LIABILITY INSURANCE

The Offeror shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Offeror and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Offeror providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Offeror may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Offeror's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Offeror, including its subcontractor(s) where appropriate:

Coverage	**Limits**
Commercial General Liability (Occurrence Form)	no less than $1,000,000 per occurrence and $2,000,000 in the aggregate (maximum amount paid for Claims during a policy term)

Comprehensive Automobile Liability

Bodily Injury:	no less than $1,000,000 per accident
Property Damage:	no less than $1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Offeror's execution of the contract, the Offeror agrees to provide to DAGS-KDO, 1680 Haleukana Street, Lihue, HI 96766**, <u>within ten (10) working</u> days from the date the request is made, a CERTIFICATE(S) OF INSURANCE** completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. The State of Hawaii certificate(s) of insurance is necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Offeror shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements affecting the coverage required at any time.

The Offeror will <u>immediately</u> provide written notice to the State of Hawaii, Department of Accounting and General Services, Kauai District Office, 1680 Haleukana Street, Lihue, HI 96766 should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Failure of the Offeror to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Offeror.

The procuring of such required insurance shall not be construed to limit Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Offeror shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

It is recommended that Offerors apply for the Certificate of Insurance as soon as possible to ensure timely submittal when requested.

PERMITS, LICENSES, AND TAXES

The Offeror shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

SUBCONTRACTORS

The Offeror **shall not delegate** any duties listed In this IFB to any subcontractor, unless the Contract Administrator has given written approval.

REMOVAL OF OFFEROR'S EMPLOYEES

Offeror agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

NONDISCRIMINATION

No person performing work under this Agreement, including any subcontractor, employee, or agency of the Offeror, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

TERMINATION FOR CONVENIENCE

The Agency may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Offeror specifying the part of the Contract terminated and when termination becomes effective.

COMPETENCY OF OFFERORS

Prospective Offerors must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offerors to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offerors to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

INDEMNIFICATION AND DEFENSE

The Offeror shall defend, indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, costs, and expense including attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the OFFEROR or the OFFEROR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The posting of the award shall be done at http://www.hawaii.gov/spo2/source/ under the section of "Invitation for Bids". It is the responsibility of the Offeror to visit this site regularly to check for the posting of the award.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Accounting and General Services, Kauai District Office, 1680 Haleukana Street, Lihue, Hawaii 96766-9063

INVOICING

Offeror shall submit original and three copies of the invoice to the following address:

Department of Accounting and General Services
Kauai District Office
1680 Haleukana Street
Lihue, Hawaii 96766-9063

Invoice should reference the contract number.

Charges for extra pickups, extra bins, etc., not specified herein or not added to the contract by supplemental agreement, shall be submitted on a separate invoice and will be paid by purchase order or State's purchasing card (pCard). In particular, charges for emergency services shall be invoiced in this manner.

STATE'S PURCHASING CARD (pCard)

The State's purchasing card (pCard) shall be used for all orders totaling less than $2,500. Agencies may continue to issue purchase orders for their transactions with contract vendors who do not accept the pCard, or who assess customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor does not accept the pCard or that vendor assesses a fee for credit card usage.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Offeror and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Paragraph 9 of the General Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS ($50.00) per each and every calendar day per location per violation the Offeror fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Offeror.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions as specified, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Offeror, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Offeror is insufficient for said purpose, the Offeror shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.