



HAWAII COMMUNITY DEVELOPMENT AUTHORITY

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND  
TOURISM  
STATE OF HAWAII

INVITATION FOR BIDS  
(IFB No. HCDA 03-2019)


FURNISH JANITORIAL, TRASH COLLECTION AND MAINTENANCE  
SERVICES  
FOR

KEWALO BASIN HARBOR AND KOLOWALU PARK

Located at:

Kakaako, Oahu, Hawaii

APPROVED:

  
\_\_\_\_\_  
Aedward Los Banos  
Executive Director

Date: 6/17/2019

## TABLE OF CONTENTS

SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES .....	4
1.1 INTRODUCTION .....	5
1.2 SCHEDULE .....	5
1.3 HCDA POINT OF CONTACT.....	6
SECTION TWO – SPECIFICATIONS.....	7
2.1 SCOPE OF WORK .....	7
2.2 KEWALO BASIN HARBOR DIAMOND HEAD COMFORT STATION .....	7
2.3 DIAMOND HEAD PARKING LOT AND KOLOWALU PARK TRASH COLLECTION.....	9
2.4 GENERAL MAINTENANCE.....	10
2.5 WORK LOG .....	10
2.6 KEYS .....	10
2.7 STORAGE AREA.....	11
2.8 TERM OF CONTRACT .....	11
2.9 CONTRACT EXTENSION .....	11
2.10 GENERAL REQUIREMENTS.....	11
2.11 OTHER VENDORS/CONTRACTORS .....	12
2.12 WORK SCHEDULE .....	12
2.13 PARTS AND MATERIAL.....	13
2.14 ALLOWABLE COSTS FOR PARTS .....	13
2.15 ALLOWANCE LINE ITEMS.....	13
2.16 PERFORMANCE MONITORING AND INSPECTIONS .....	14
3.1 BIDDER QUALIFICATIONS.....	15
3.2 PRE-BID CONFERENCE, ADDENDA AND CLARIFICATIONS.....	15
3.3 SITE INSPECTION .....	16
3.4 BID PREPARATION .....	16
3.5 SUBMISSION OF BID .....	17
3.6 RESPONSIBILITY OF BIDDERS:.....	18
3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION .....	18
3.8 DISQUALIFICATION OF BIDS .....	19
3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS .....	19
3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS...	19
3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS.....	19
3.12 PAYROLL AFFIDAVITS.....	20
3.13 LIABILITY INSURANCE .....	20
3.14 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS..	22
3.15 AWARD OF CONTRACT.....	23
3.16 EXECUTION OF CONTRACT .....	24
3.17 PERMITS, LICENSES, AND TAXES .....	24
3.18 NOTICE TO PROCEED.....	24
3.19 INVOICING .....	24
3.20 PAYMENT.....	25
3.21 SUBCONTRACTORS.....	25

3.22 ENVIRONMENTAL POLLUTION CONTROL .....	26
3.23 RE-EXECUTION OF WORK.....	26
3.24 REMOVAL OF CONTRACTOR'S EMPLOYEES .....	26
3.25 RIGHTS AND REMEDIES FOR DEFAULT .....	26
3.26 LIQUIDATED DAMAGES.....	26
SECTION FOUR - ATTACHMENTS.....	28
Attachment 1 – Proposal Offer Form BF-1 to BF-7 .....	29
Attachment 2 – Position Class Descriptions/ .....	30
Attachment 3 – Map of Kewalo Basin Harbor and .....	31
Attachment 4 – AG General Conditions.....	32

## SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

### 1.1 TERMS AND ACRONYMS

AG	=	State of Hawaii, Department of the Attorney General
Form AG-008	=	State of Hawaii Department of the Attorney General General Conditions Form
Bidder	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated
COGS	=	Certificate of Good Standing
Contractor	=	The Bidder awarded a contract under this Electronic Invitation for Bid
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii
HCE	=	Hawaii Compliance Express
HIePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
KBH	=	Kewalo Basin Harbor
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions

The Hawaii Community Development Authority (HCDA) a body corporate and public instrumentality of the State of Hawaii attached to the State of Hawaii's Department of Business, Economic Development & Tourism is the property owner of Kewalo Basin Harbor Diamond Head Comfort Station, Kewalo Basin Harbor Diamond Head Parking Lot and Kolowalu Park (collectively "Premises") in Honolulu, Hawaii.

The HCDA requires the services of a Contractor to provide janitorial, trash collection and maintenance services for the Premises. The Contractor shall furnish all labor, equipment, tools, supplies, materials and supervision necessary to provide janitorial services, cleaning, inspections and repairs at the Kewalo Basin Harbor Diamond Head comfort station, and to empty and maintain the trash cans within the Premises. A map of locations is attached as Attachment 2.

### 1.3 SCHEDULE

<b>HlePRO Posting/Procurement Notice System (PNS):</b>	DATE: 6/17/19
<b>Informational Pre-Bid Conference:</b>  HCDA 547 Queen Street Honolulu, Hawaii 96813 First Floor Community Meeting Room	DATE: 6/19/2019 9:00 a.m.
<b>Deadline to Submit Written Inquiries:</b>	DATE: 6/25/2019 3:00 p.m.
<b>Response to Written Inquiries</b>	DATE: 6/28/2019 4:00p.m.
<b>Deadline for Solicitation:</b>	DATE: 7/1/2019 1:00 p.m.
<b>Anticipated Contract Start Date</b>	DATE: 8/12/2019

#### **1.4 HCDA POINT OF CONTACT**

The HCDA Point of Contact for this Invitation for Bids (IFB) is Lindsey Doi, HCDA Asset Manager, or her designated representative, either of whom may be contacted at:

Phone:(808) 594-0300

Fax: (808) 594-0299

Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)

**END OF SECTION**

---

## **SECTION TWO – SPECIFICATIONS**

### **2.1 SCOPE OF WORK**

The purpose of the Contract is to maintain the Kewalo Basin Harbor Diamond Head Comfort Station, Kewalo Basin Harbor Diamond Head Parking Lot and Kolowalu Park trash cans in good sanitary condition and repair. The Contract price shall be based on services as listed below.

Services shall include janitorial, trash collection, and general maintenance services for the Premises. The work performed under this Contract shall consist of complete janitorial services, cleaning, inspections and repairs to the comfort station, emptying and maintaining the trash cans within the Premises, and other general maintenance work as needed on the Premises for the HCDA.

If the maintenance or repair work requires specialized labor, such as a licensed Plumber, Electrician, Carpenter, or other licensed professional, the Contractor may hire subcontractor(s) as needed. The Contractor shall submit a written proposal to the HCDA showing the itemized cost of labor, equipment, and allowance as indicated in Section 2.13 of this document if a subcontractor is needed to perform the service. HCDA reserves the right to purchase its own materials should the HCDA not agree on the costs of materials.

### **2.2 KEWALO BASIN HARBOR DIAMOND HEAD COMFORT STATION JANITORIAL AND MAINTENANCE SERVICES.**

Contractor shall furnish all labor, equipment, supplies, personal use products and cleaning supplies to satisfactorily perform janitorial services at the Kewalo Basin Harbor Diamond Head Comfort Station. All personal use products and cleaning supplies furnished under this contract must be approved by the HCDA in advance of use. The Contractor shall also be responsible for replenishing supplies and refilling in the proper fixtures as needed.

All chemicals used for this contract shall meet Federal and State requirements. The Contractor shall furnish HCDA the appropriate Material Safety Data Sheets (MSDS) for all chemicals. Contractor shall furnish appropriate safety and public notification signs for all chemicals used for fulfilling this contract.

In addition to the items listed as Bid Form 7 (BF-7), the Contractor shall be responsible to provide equipment and supplies such as ladders, brooms, mops, sponges, brushes, dusters, scouring pads, soap, disinfectants, cleaning detergents, paper products, light bulbs, and trash bags necessary to perform specified services required by the HCDA.

Services shall include cleaning the following within the Kewalo Basin Harbor Diamond Head Comfort Station twice a day:

No. of Sinks	2
No. of Toilets	3
No. of Urinals	1

**A. Daily Services**

1. Open all comfort station doors at 5:00 a.m. and secure all doors to remain open. Lock all comfort station doors at 10:00 p.m.
2. Empty all comfort station trash cans by 2:00 p.m.
  - a) Clean and line refuse containers. Trash shall be removed from the comfort station and disposed of in the dumpster.
3. Clean comfort station twice a day.
  - a) Thorough cleaning in morning shift.
    - 1) Sweep, scrub, wet mop, and disinfect all restroom surfaces including floors, seats, walls, ledges, and floor drains.
    - 2) Clean, remove stains, scrub, and disinfect all restroom fixtures including basins, toilets, urinal and drains.
    - 3) Clean and polish fixtures and dispensers.
    - 4) Remove smudges, graffiti, and markings from interior walls and doors.
  - b) During the afternoon shift, spot clean as needed and restock all dispensers as needed.
  - c) All cleaning staff shall make a verbal announcement before entering any comfort station.
4. Replenish supplies and personal use products in comfort station dispensers twice daily, in the morning and afternoon.
  - a) Fill all paper towel and soap dispensers.
  - b) Soap and all paper products, including toilet tissue and paper towels, shall be made available in quantities to last at least 24 hours.

**B. As Needed**

1. Perform corrective maintenance such as cleaning out blockages and removing clogs in toilets, and sinks.
2. Paint over graffiti inside and outside comfort station which cannot be removed by cleaning.
3. Remove and replace burnt-out light bulbs in the interiors and exteriors of the comfort station.
4. Replace broken soap dispensers, fixtures, sinks, urinals and commodes (billed from allowance provided in bid). In an emergency situation, Contractor shall notify the Point of Contact or her designated



representative immediately of the imminent danger to the safety and welfare of the public.

5. General litter and debris removal from the Premises.
6. Contractor shall report in writing to the Point of Contact or her designated representative, any damage or repairs required at each facility. Information provided to the Point of Contact or her designated representative shall include:
  - a. The specific location.
  - b. A detailed description and location of the item that needs repairing.
  - c. A detailed description of the problem.

*Example: Kewalo Basin Harbor Diamond Head Comfort Station Men's Restroom, center toilet leaking around base.*

### **2.3 DIAMOND HEAD PARKING LOT AND KOLOWALU PARK TRASH**

**COLLECTION.** Contractor shall provide trash disposal and replacement of the trash can liners for the HCDA as listed herein. Such collection shall include all labor, transportation, equipment and supplies (including, but not limited to, trash cans, trash bags, gloves, rakes, brooms, and dust pans) necessary to replace and dispose of trash in accordance with the Specifications herein.

The State reserves the right to add or remove trash cans to the contract at the contracted price.

#### **A. Daily Services**

1. Trash cans shall be emptied completely once a day, with a minimum of spillage of dust or solids. Spillage or overflow of any type, within a 10-foot area, shall be completely picked up and removed by the Contractor. The area should be left broom clean, free of any debris and rubbish. Collection shall be conducted in a safe manner.
2. Trash collections will NOT be scheduled earlier than 6:00 a.m. and all pickups will be completed no later than 6:00 p.m. No night trash pickups shall be allowed unless approved by the Point of Contact. If for any reason collection is not made as scheduled, Contractor shall be given twenty-four (24) hours to "make up" a collection without being penalized. If "make up" collection is not made within twenty-four (24) hours, penalty of \$200.00 per day will be deducted from the monthly invoice.
3. Emptied trash cans shall be returned to their designed stations in a condition that will be safe, and sanitary to all users.
4. Contractor shall dispose of all Parks trash daily in the dumpster bins located in the Kewalo Basin Harbor Diamond Head Comfort Station or Charter Boat Building as identified on the attached maps.

#### **B. As Needed**

1. Repair, maintain, and replace existing trash cans to ensure they are clean, freshly painted and of uniform appearance and in good repair at all times.
2. Clean and wipe drinking fountain including its fixture, remove algae and debris.

### **C. Equipment**

Vehicles and equipment used by Contractor to collect and remove the trash shall be clean and well maintained at all times, both mechanically and in appearance. All equipment used to collect and remove trash shall be covered to prevent littering.

**2.4 GENERAL MAINTENANCE.** Contractor shall conduct general maintenance and repairs beyond the Janitorial and Trash Collection scope of work stated above, as directed by the HCDA in writing. Contractor shall receive prior written approval from the HCDA for the work being done and the amount being charged. The work may include, but is not limited to, restroom plumbing repairs, restroom electrical repairs, parking lot pot hole repairs, painting and vandalism repair.

### **2.5 WORK LOG**

Contractor employees shall keep accurate daily records of work performed under this contract by accurately recording time worked on log sheets. Contractor shall use daily work log sheets approved by the Point of Contact. Work log sheets shall be kept secured at the comfort station storage areas and a copy provided to the Point of Contact upon request.

Work log sheets shall be turned in to the Point of Contact monthly. The HCDA will use the work log sheets to verify hours and wages paid to employees for work performed. By signing the work log sheets, the Contractor certifies that the employees performed all services required in accordance with the terms of the contract. Failure to submit the required work log sheets will delay payment to the Contractor.

The work log sheets shall accurately the hours worked by Contractor's staff for this contract. Contractor's failure to submit the hours worked by its staff will delay payment to the Contractor.

### **2.6 KEYS**

If applicable, Contractor shall be responsible for any HCDA key(s) loaned to the Contractor for entry to the restrooms while performing services under the contract. Contractor shall return all keys within twenty-four (24) hours of contract termination or when requested by the HCDA. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination. Contractor shall not make copies of any keys provided by HCDA without the express permission of the Point of Contact.

## **2.7 STORAGE AREA**

Contractor shall have access to on-site storage areas contiguous to comfort stations for the storage of personal use items, supplies, equipment and work log sheets.

## **2.8 TERM OF CONTRACT**

The initial term of contract shall be for a thirty-six (36) month period commencing from the official date set forth on the Notice to Proceed letter issued by the HCDA.

## **2.9 CONTRACT EXTENSION**

Unless terminated and subject to availability of funds, the Contract may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date, for a period not to exceed two (2) additional twelve (12) month periods, or portions thereof; provided, however, the Contract price for the extended period shall not be increased above the bid price, subject to any price increase allowed by the Contract.

## **2.10 GENERAL REQUIREMENTS**

A. The Contractor shall perform all specified janitorial, trash collection and maintenance in a safe manner in accordance with all City, State and Federal laws, rules, and regulations.

- 1) All equipment and materials used in the performance of Contractor's Scope of Work shall cause no hazards or dangers to the property, staff, or visitors and shall not produce excessive noise or noxious fumes.
- 2) All personnel employed by the Contractor shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees and its subcontractors.
- 3) All work performed by Contractor shall be performed in a manner safe to the public and employees. All equipment shall be in good working condition and operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place. Occupational Safety and Health Administration (OSHA) and Division of Safety and Health (DOSHS) approved safety gear shall be worn by workers at all times when operating power equipment.

- 4) The Contractor shall provide at all times qualified supervisors to direct all contracted personnel and maintenance operations.
- B. The Contractor shall be responsive and responsible in the performance of the Scope of Work:
- 1) Adequate personnel and equipment shall be provided to permit the timely completion of all work.
  - 2) The Contractor shall be responsible for the repair of all damage resulting from the Contractor's and/or subcontractor's activities while working on site. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and deduct the repair costs incurred from the Contractor's subsequent invoices.
  - 3) The Contractor shall provide a list of all phone numbers of personnel who can be contacted in case of an emergency. The Contractor shall provide initial response to call-out requests within one (1) hour of notification.
  - 4) The Contractor shall limit its activities to the Scope of Work only and shall not perform work not called for in the Contract without the prior approval of the HCDA. Such work shall be submitted as a written proposal showing the itemized costs of all labor, equipment, and materials.
  - 5) The Contractor shall maintain order among its employees and shall ensure compliance with all rules and regulations. Courtesy and professionalism shall be demonstrated by Contractor and its employees to all HCDA staff and the general public at all times.

## **2.11 OTHER VENDORS/CONTRACTORS**

HCDA may retain others to perform work during the term of the Contract. The Contractor shall neither obstruct nor interfere with the work performed by other vendors or contractors retained by the HCDA. The Contractor shall coordinate with the other vendors (directly or through the HCDA Point of Contact) regarding scheduling of the Contractor's work.

## **2.12 WORK SCHEDULE**

All services shall be performed between 5:00 a.m. and 10:00 p.m., once a day in the morning and once in the afternoon. This schedule shall be followed seven (7) days a week, including holidays, 365 days a year.

The Point of Contact or its designated representative, reserves the right to change the scheduled days or times of work, at no additional cost to the HCDA, provided Contractor's representative is notified, verbally or in writing, two days

prior to the requested change. If the change requires adding or deleting cleaning day(s), the Contractor shall assess or reduce the charges, as appropriate, based on the unit bid prices shown on Bid Form, page BF-6.

If the Point of Contact determines that the comfort station cannot remain operational (full or partial closure) due to any reason, the Contractor shall invoice the State only for services performed, if any for the period of time the comfort station cannot remain operational. HCDA will inform the Contractor whether any comfort station will be fully or partially closed.

## **2.13 PARTS AND MATERIAL**

The Contractor shall restore to serviceability and make operational all broken parts, materials, and equipment that Contractor finds to cost less to repair than to replace. However, all repaired parts, materials, and equipment shall be safe for use.

The Contractor shall maintain a supply of parts, materials, and equipment that are required for maintenance of the facility as referenced in Section 2.1 Scope of Work at no additional cost to the HCDA. The Contractor shall notify the HCDA whenever parts are not locally available to accomplish the repairs. The HCDA reserves the right to request that the parts be shipped by the Contractor via air freight at the expense of the HCDA and such cost shall not include Contractor mark-up as referenced in Section 2.14 Allowable Costs for Parts. Should the Contractor elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the HCDA reserves the right to require the Contractor to air express ship via next day delivery the parts at the Contractor's sole expense.

## **2.14 ALLOWABLE COSTS FOR PARTS**

If replacement parts or materials are required for emergency repair services or authorized extra work not covered by the Contract, the HCDA shall compensate the Contractor for the part(s) or material(s) at the Contractor's or subcontractor's cost, plus mark-up. The Contractor's or subcontractor's cost mark-up shall not exceed 10%, which shall include shipping, overhead, profit, taxes, and any other incidental expenses. The Contractor shall substantiate all costs by submitting a copy of part(s) or material(s) invoices with their invoice to the HCDA. It is expected that only new, standard parts or materials are used.

## **2.15 ALLOWANCE LINE ITEMS**

This Contract includes an allowance (“allowance”) of twenty-five thousand dollars (\$25,000.00) a year for work approved in writing by the HCDA (“allowance”) subject to HCDA’s determination that such payment is reasonable and warranted under the Contract.

The allowance may be used and billed accordingly for:

1. Any and all work required above the maintenance and repair work stated in Section 2.1 Scope of Work;
2. Any and all maintenance or repair work requiring specialized labor completed by subcontractor(s);
3. Emergency work; and
4. Repair materials and parts that require special ordering, such as electrical fixtures, plumbing fixtures and other parts and materials specifically requested and approved by the HCDA.

All allowance work shall be accompanied by a written quote previously approved by the HCDA. The Contractor shall provide proper invoices and labor charges as required by the HCDA to support any request for payment under the allowance.

## **2.16 PERFORMANCE MONITORING AND INSPECTIONS**

The performance of the work shall be monitored on an ongoing basis by the HCDA through personal observation, site inspections, and/or other methods. Monthly inspections may be scheduled at the premises. The Contractor or its designated representative shall be present at each scheduled inspection. The HCDA reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the work.

If the HCDA determines that all work has been performed in accordance with the Contract specifications, the HCDA shall indicate its acceptance of the work and shall process payment at the end of the month. If all or portions of the work are not acceptable to HCDA, payment may be withheld for all or a portion of the work until such work is completed and corrected to the satisfaction of HCDA.

**END OF SECTION**

## **SECTION THREE - SPECIAL PROVISIONS**

### **3.1 BIDDER QUALIFICATIONS**

To assure the HCDA that the Bidder is capable of performing the work specified herein, Bidder must meet the following requirements at the time of bidding:

#### **A. EXPERIENCE**

At the time of bid submittal, Bidder shall have a minimum of three (3) collective years of experience in the performance of janitorial, trash collection, graffiti removal, and bulky item removal similar to this project in size and scope prior to bid opening that demonstrated the ability and responsibility to meet contractual requirements. Bidder shall also have experience subcontracting licensed electricians, licensed plumbers, and licensed contractors. Bidder shall indicate its number of years of experience with the above on the appropriate Bid Form page.

#### **B. OFFICE/SERVICE FACILITY LOCATION**

Bidder shall maintain a permanent office and service facility on the island of Oahu at the time of bidding and during the contract period from where Bidder conducts business during normal working hours and from where Bidder will be accessible to requests or complaints. Bidder must be able to verbally respond to the HCDA within one (1) hours of the initial call/request.

The HCDA reserves the right to disqualify any Bidder if, in its discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services.

### **3.2 PRE-BID CONFERENCE, ADDENDA AND CLARIFICATIONS**

Prospective Bidders are encouraged to attend a pre-bid conference at the HCDA office, located at 547 Queen Street. The purpose of the meeting will be to discuss and explain the scope of work and basis for contract award. Impromptu questions shall be permitted at the Pre-Bid Conference and spontaneous answers provided. Verbal responses provided at the Pre-Bid Conference are intended as general information and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an Addenda to the IFB on the HlePRO website.

Failure of the Bidder to attend this meeting and to receive information discussed, which may be pertinent to the bid, shall not entitle the Bidder to seek additional payment later for any misunderstandings of the work specified herein.

The HCDA reserves the right to amend this IFB at any time prior to the bid closing date and time. IFB Amendments shall be in the form of Addenda and prospective Bidders shall be notified of amendments in writing transmitted via

electronic mail, regular postal mail or online posting via HlePRO. Bidders are responsible for the information communicated via Addenda or bid clarification.

Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents or the site and local conditions or Bidders with questions or clarification requests shall submit their written requests under the Question/Answers Section through HlePRO. All written questions will receive a written response from HCDA and published through HlePRO. Questions submitted via e-mail and facsimiles transmission shall not be accepted.

### **3.3 SITE INSPECTION**

Prior to submittal of a bid, Bidders shall visit the Premises on their own to become thoroughly familiar with existing conditions, and the extent and nature of work to be performed. The site inspection is not mandatory; however, submission of a bid shall be evidence that the Bidder understands the scope of the project, the contract requirements, and agrees to comply with all Contract requirements, including these specifications herein. No additional compensation will be made by reason or any misunderstanding or error regarding conditions at the services areas or the amount and type of work to be performed.

### **3.4 BID PREPARATION**

#### **A. BID FORM-1**

Bidder shall submit its respective bid under Bidder's legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay HCDA's review of the bid

The Bidder's execution of the Bid Form page -1 shall constitute the Bidder's intent to be bound.

#### **B. TAX LIABILITY**

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.5% general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently ½%) imposed by Chapter 238, HRS.

#### **C. HAWAII GENERAL EXCISE TAX LICENSE**

Bidders shall submit their current Hawaii GET I.D. number in the space provided on Bid Form-1, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.

#### **D. BID PRICE**



The bid price shall include labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified herein.

**E. BID GUARANTY**

A bid guaranty is not required for this solicitation.

**F. INSURANCE**

Bidder shall provide the requested insurance information on the Bid Form page-4 (B-4), where indicated.

**G. REFERENCES**

Bidder shall list on Bid Form page-5 (BF-5) where indicated, a minimum of two (2) companies or government agencies for which Bidder has provided or is currently providing services similar in nature to the services specified herein. The HCDA reserves the right to contact the references provided. The HCDA reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.

**H. WAGE CERTIFICATE**

Bidder shall complete and submit a Wage Certificate, Bid Form page-7 (BF-7), with its bid, as an attachment on HlePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

**I. SUPPLIES WORKSHEET**

Bidder shall list on Bid Form page 6 (BF-6) the exact brand or manufacturer and product number of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient ground for rejection of the offer.

**3.5 SUBMISSION OF BID**

Bidder must complete Bid Form Offer pages 1 to 7 (BF-1 to BF-7) and submit proof of insurance. Bid Form pages may be downloaded from the HlePRO website. (See Attachment 1).

All these documents must be submitted electronically, as an attachment, through the HlePRO. Bidders are responsible to ensure all forms required are attached when submitting a bid. Otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the HlePRO shall be rejected and not be considered for award.

### **3.6 RESPONSIBILITY OF BIDDERS:**

Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a "Certificate of Vendor Compliance" as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

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.

As proof of compliance, Bidders must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The HCDA shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

#### Hawaii Compliance Express

The HCE is an electronic system that allows vendors/contractors/service 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.

Vendors/contractors/service providers should register with (HCE) prior to submitting a bid at <https://vendors.ehawaii.gov>. The 'Certificate of Vendor Compliance' is required for the execution of contract and the final payment.

### **3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION**

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

- A. The costs in its bid 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.
- B. Unless otherwise required by law, the costs in its bid 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.
- C. 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.

### **3.8 DISQUALIFICATION OF BIDS**

The HCDA reserves the right to disqualify any Bidder if, in HCDA's discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the services.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrates an understanding of the scope of services. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

A. Bidder shall be disqualified if, for any prior solicitations by HCDA it has ever:

- 1) withdrawn its bid after HCDA has opened the bids; or,
- 2) if Bidder was awarded a contract but did not perform for the primary contract term.

### **3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS**

The solicitation may be canceled, or the bids may be rejected in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-96 through Section 3-122-97, HAR.

### **3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the Contract if the contractors are paid with funds appropriated by a legislative body.

### **3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

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

Contractor 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 rates for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Bidder may include such notice with each paycheck of pay envelope furnished to the employee.

To assist the Bidder in determining whether the work of its employees performed under this contract is similar to work performed by public employees, Table below provides class specifications and basic hourly wages paid to the public employee positions that perform landscape similar services. Effective June 1, 2018 and January 1, 2019 the basic hourly wages paid to these State positions are:

<b>Class Code</b>	<b>Class Title</b>	<b>Salary Range</b>	<b>Bargaining Unit (BU)</b>	<b>Hourly Rate</b>
9.310	Janitor I	BC 01	BU 01	\$19.06
9.315	Janitor II	BC 02	BU 01	\$19.32
9.325	Janitor Supervisor I	F102	BU 02	\$22.56

(See Attachment 2 for Position Class Specifications/Minimum Qualifications)

Accordingly, Bidder shall consider the aforementioned wage rates when preparing its quote. Bidder shall also submit a signed Wage Certificate, Bd Form page-7 (BF-7), as an attachment on HlePRO.

### **3.12 PAYROLL AFFIDAVITS**

Upon the HCDA's request, the Contractor will be required to submit quarterly payroll documentation to the HCDA for all employees working under this Contract. Documentation shall include employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid State of Hawaii prevailing wages for hours worked under this Contract.

### **3.13 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance on an occurrence basis to protect the Contractor 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 Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor 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 Contractor's own policy or policies.

The Contractor where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

**Commercial General Liability:**

\$1,000,000 per occurrence and \$2,000,000 in the aggregate  
\$1,000,000 Completed Operations Aggregate Limit  
\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Limit

**Umbrella Liability:** \$2,000,000 Aggregate

**Worker's Compensation:**

Coverage A: As required by Hawaii Laws  
Coverage B: Employer's Liability  
\$1,000,000 Bodily Injury by Accident Each Accident  
\$1,000,000 Bodily Injury by Disease  
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

**Automobile:** \$2,000,000 combined single limit OR \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000 property damage per damage

Each insurance policy required by this Contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the HCDA, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and HCDA their respective elected officials, officers, employees and volunteers are added as an additional insured as respects to operations performed for the HCDA/State of Hawaii."
3. "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 Contractor's execution of the Contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance 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. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor 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 Contractor.

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

### **3.14 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS**

At the release of this IFB, 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 Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to Contractor'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 benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

A. The Contractor's request for increase must meet the following criteria:

- 1) At the time of a request, Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the current wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
- 2) At the time of bidding, the Contractor must have specified on the appropriate Bid Form page, the percentage of the unit price that represents labor costs. If

the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.

- 3) Request for increase must be made in writing to the HCDA 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 request will be retroactive to the date of increase for the State employee.
  - b) Request for an increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor shall call the Point of Contact to obtain the current wage information.

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

First Increase:  $WI = (XY) \times (Z) + FB$

Subsequent Increase(s):  $WI = AZ + FB$

Whereby, WI = Dollar amount increase in unit bid price due to increase in State wages;

X = Original contract unit bid price;

Y = Percentage of unit price designated by Contractor as representing labor costs;

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 Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X Times Y plus any increase(s) in contract unit bid price resulting from increase in State wages).

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

### **3.15 AWARD OF CONTRACT**

Award, if made, will be to the responsive, responsible Bidder submitting the lowest total sum bid price for the Basic Bid. Bidder is required to bid on every line item specified on the Bid Form page-2 (BF-2) to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent low bidder if additional funds are available or by negotiating a reduction of the scope of work that is mutually agreed upon by both the HCDA and the Bidder.

The final award of the Contract hereunder will be conditioned upon (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn and (2) funding availability and release.

### **3.16 EXECUTION OF CONTRACT**

The HCDA shall forward to the successful Bidder a formal Contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the Contract by both parties.

### **3.17 PERMITS, LICENSES, AND TAXES**

The Contractor 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 HCDA to terminate the Contract.

### **3.18 NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the Contract.

### **3.19 INVOICING**

Contractor shall submit one (1) original and three (3) copies of the invoice to:

Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

All invoices shall reference the Contract number and given a unique invoice number for identification purposes.



Invoice must detail the service and work performed. Contractor shall identify separate charges for Allowance Items.

If the HCDA determines that all work has been performed in accordance with the Contract specifications, the HCDA shall indicate its acceptance of the work and shall process payment. If all or portions of the work are not acceptable to the HCDA, payment may be withheld for all or a portion of the work until such work is completed and corrected to the satisfaction of the HCDA.

The Contractor is required to remain in compliance with the Federal and State requirements. For final payment, a Certificate of Vendor Compliance, issued through the Hawaii Compliance Express system as explained in Section 3.6 Responsibility of Bidders, shall be required.

### **3.20 PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services 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 Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor 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.

### **3.21 SUBCONTRACTORS**

The Contractor is allowed to hire subcontractors as needed to perform specialized work (i.e. work requiring a licensed Plumber, Electrician, etc.). The Contractor must ensure that the subcontractor(s) have all necessary licenses, permits, and/or certificates to perform the necessary work.

The HCDA reserves the right to approve all subcontractors and shall require the Contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with terms and conditions contained herein. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract, and shall be responsible for all services whether or not the Contractor performs them. The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the Point of Contact has given written approval.

### **3.22 ENVIRONMENTAL POLLUTION CONTROL**

Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of operations under the Contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise, dust, solid waste management as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement and to secure all necessary permits.

### **3.23 RE-EXECUTION OF WORK**

The Contractor 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 Contractor. Should the Contractor 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 Contractor.

### **3.24 REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered and to be rendered the State, upon request in writing by the HCDA Point of Contact.

### **3.25 RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of the contract, these Special Provisions, the Specifications, and AG-008 103D General Conditions herein, in addition to the recourse stated in Section 13 of the AG-008 103D General Conditions, the HCDA 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 Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

### **3.26 LIQUIDATED DAMAGES**

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per location per violation the Contractor 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 Contractor. Refer to Section 9 of the AG-008 103D General Conditions.

**END OF SECTION**

## **SECTION FOUR - ATTACHMENTS**

- Proposal Offer Form, BF-1 to BF-7 ..... ATTACHMENT 1
- Position Class Descriptions/Minimum Qualifications..... ATTACHMENT 2
- Map of Kewalo Basin Harbor and Kolowalu Park..... ATTACHMENT 3
- AG-008 103D General Conditions ..... ATTACHMENT 4