

**REQUEST FOR PROPOSAL NO. 2926:**

**REQUEST FOR PROPOSAL**  
**FOR**  
**PRICE TERM AGREEMENT FOR PROVIDING HOUSING QUALITY STANDARDS**  
**INSPECTIONS FOR THE RESIDENTIAL EMERGENCY REPAIR PROGRAM**  
**(RERP), HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM AND OTHER**  
**HOUSING PROGRAMS FOR THE OFFICE OF HOUSING**  
**AND COMMUNITY DEVELOPMENT,**  
**COUNTY OF HAWAII**

**HILO, HAWAII**

# **NOTICE TO OFFERORS**

## **(Chapter 103D, HRS)**

SEALED PROPOSALS will be received on or before ***4:30 P.M., FRIDAY, JUNE 14, 2013***, in the office of the Purchasing Division, Department of Finance, County of Hawaii, 25 Aupuni Street, Suite 1101, Hilo, Hawai`i, for the following:

**REQUEST FOR PROPOSAL NO. 2926:**  
***PRICE TERM AGREEMENT FOR PROVIDING HOUSING QUALITY  
STANDARDS INSPECTIONS FOR THE RESIDENTIAL EMERGENCY  
REPAIR PROGRAM (RERP), HOUSING CHOICE VOUCHER  
(SECTION 8) PROGRAM AND OTHER HOUSING PROGRAMS FOR  
THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT,  
COUNTY OF HAWAI`I***

Upon application, forms of proposal and specifications may be obtained from the above-named office.

Written questions or requests for clarification regarding any aspects of the above proposal must be submitted to Mr. Jeffrey E. Dansdill, Purchasing Agent, Purchasing Division, Finance Department, 25 Aupuni Street, Hilo, Hawai`i 96720, *no later than Wednesday, May 29, 2013*.

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NANCY CRAWFORD  
Director of Finance

**State of Hawai`i ~ Procurement Notice System  
Publication Date: Tuesday, May 14, 2013**

**~ SPECIFICATIONS ~**

**I. SCOPE OF SERVICES**

The Contractor shall perform and carry out in a satisfactory and proper manner, as reasonably determined by the COUNTY, all work required to inspect houses or other units to assure their compliance with Housing Quality Standards (HQS). This will include, but not be limited to, the following:

1. Inspecting housing units as scheduled by employees of the Office of Housing and Community Development (OHCD);
2. Assuring that the houses or units inspected meet the HQS requirements as defined by the US Department of Housing and Urban Development;
3. Preparing the reports necessary for the OHCD employees to process their work in a timely manner, as established by the OHCD;
4. Completing said HQS inspections for any housing unit on the Island of Hawai`i. The OHCD will endeavor to work with the Contractor but is unable to guarantee that more than four inspections per day will be scheduled. It is estimated that during any one (1) year period as few as 100 inspections may be requested, while the maximum may be as many as 1,000; and
5. For the Housing Choice Voucher (Section 8) Program: Inspecting housing units for damages alleged by landlords during or after tenancy by Section 8 Program participants and preparing in a timely manner, as determined by the OHCD, the necessary reports to verify actual damages.
6. For the Residential Emergency Repair Program (RERP): Inspecting residential housing units, verify, document and prioritize improvements need to be completed to the residential units be in compliance with HQS;
7. For the RERP: Completing construction progress inspections to confirm completion of work;

**II. QUALIFICATIONS**

The Contractor:

1. Shall be familiar with HQS prescribed by HUD in the Code of Federal Regulations and HUD Handbook;

2. Shall be available to provide inspections as needed Monday through Saturday from 8:00 a.m. to 6:00 p.m.;
3. Shall have access to a vehicle that can reach remote and partially inaccessible house sites.;
4. Shall be capable of physical exertion and climbing under houses to check for defects;
5. Shall maintain at their own expense a communicating device by which the OHCD can contact the inspector while on the road (pager or cellular phone).
6. Shall submit a proposal based on a per-unit cost for:
  - a. Initial inspections;
  - b. Re-exam inspections;
  - c. Damage inspections;
  - d. Repair inspections;
  - e. Construction Progress Inspections; and
  - f. No-show inspections (occupant not home, etc.).

The Contractor shall provide for any and all costs associated with the HQS inspections, including, but not limited to, services, travel, materials, supplies, equipment, overhead, profit, taxes, insurance and other incidentals and operating expenses necessary to complete the HQS inspection.

### **III. TERM**

Services shall begin approximately July 1, 2013, with an estimated number of inspections required annually between 100 and 1,000. However, this being a price-term agreement it is further understood and agreed that all quantities estimated herein are subject to change based upon County requirement, and any quantity, or none at all, may be ordered during each contract period. Personnel employed by OHCD shall also be conducting inspections as assigned as a normal part of their duties.

### **III. INSTRUCTION TO PROPOSERS**

#### **1. TIME SCHEDULE**

The following schedule consists of major events leading up to the selection of the Proposer:

- a. May 14, 2013: Date of Publication in State of Hawaii Procurement Notice System
- b. May 29, 2013: Submit written questions or request for clarification. All answers (If any are necessary) will be provided to all interested parties in the form of an addendum to these specifications by as soon as possible thereafter.
- c. June 14, 2013: Deadline for receipt of proposals.
- d. Award will be made, if acceptable response received, as soon as possible thereafter. All offerors should be prepared and able to accept assignments beginning July 1, 2013.

2. AMBIGUITY, CONFLICT, DISCREPANCIES, OMISSIONS, OR OTHER ERRORS IN THE REQUEST FOR PROPOSAL.

Any interested party who discovers any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposal shall notify the following in writing on or before May 29, 2013:

Mr. Jeffrey E. Dansdill, Purchasing Agent  
Finance Department, Purchasing Division  
25 Aupuni Street  
Hilo, Hawaii 96720

Modifications or clarifications (if any are needed) will be made by issuing an addendum as soon as possible thereafter, and will be given by written notice to all parties who have been furnished the REQUEST FOR PROPOSAL, without divulging the source of the request.

If any proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error in the REQUEST FOR PROPOSAL known to him, he shall submit the proposal at his own risk; and if he is selected by the County, he shall not be entitled to additional compensation or time by reason of the error or its later correction. The County may also modify the REQUEST FOR PROPOSAL, or may issue addenda after negotiations have begun with all proposers whose proposals remain under consideration. All addenda will be numbered consecutively beginning with the number "1". It shall be the responsibility of the proposer to assure all addenda have been received at all times prior to the opening date and time.

3. INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions herein, the proposer shall submit an inquiring *in writing* as in Section 2 above.

An addendum will be issued as indicated above. Any question regarding the interpretation of any provision after proposals have been opened and/or a contract awarded will be subject to a ruling of the Director of Finance, County of Hawaii, whose decision will be final. In addition, the parties hereto agree that the Director shall have the sole power to decide and resolve matters which may arise in the future and which are not covered in this proposal.

#### **IV. REQUIREMENTS AND PROCEDURES**

1. Signature / Letter of Transmittal

The proposal shall be accompanied by a letter of transmittal which should include as a minimum the name of the individual designated as the authorized representative of the firm and a summary of key points of the proposal.

An authorized individual should sign the letter. If the Proposer is a corporation, the legal name should appear on the letter and an officer or officers should sign the letter authorized to sign such documents. If an agent is used, a power of attorney or equivalent must accompany the proposal. The name and title of the individual signing must be typed below the signature. A company signature is not acceptable.

2. In responding to the "REQUEST FOR PROPOSAL" the following shall be included as a minimum:

a. Qualifications, References, and Other Considerations

1. The name of the firm or person, the principal place of business, and location of all of its offices.
2. The education, training, and qualifications of members of the firm and/or individual.
3. The names of clients who may be contacted, including those for whom services were rendered during the preceding year.
4. Any promotional or descriptive literature which the individual or firm desires to submit.

b. Cost of services, including per unit cost for:

1. Initial Inspections

2. Re-Exam Inspections
3. Damage Inspections
4. Repair Inspections
5. Construction Progress Inspections
6. No-show Inspections (occupant not home, etc.)

c. Availability to Provide Services

1. Shall provide documentation to support understanding of Housing Quality Standards as prescribed by HUD in the Code of Federal Regulations and HUD Handbook;
2. Shall be available to provide inspections as needed Monday through Saturday from 8:00 a.m. to 6:00 p.m. and complete inspections within 72 hours of receipt of request;
3. Shall have access to a vehicle that can reach remote and partially inaccessible house sites;
4. Shall maintain at their own expense a communicating device by which the OHCD can contact the inspector while on the road (pager or cellular phone).

3. Submission of Proposal

The proposal shall be submitted as follows:

- a. Number of copies: One (1) hardcopy original, three (3) hard copies, and one (1) electronic copy (.PDF format) on a CD/flash drive of the proposal, typed, and double-spaced. Paper should be plain white, 8-1/2" x 11"; the use of elaborated binders or presentation media is discouraged.
- b. Proposal Preparation Cost: Cost for developing the proposals is entirely the responsibility of the Proposer and shall not be charged to the County.
- c. Submission Address: The proposal along with any required submittals and transmittal letter shall be submitted NO LATER THAN FRIDAY, JUNE 14, 2013 to:

Director of Finance  
County of Hawaii – Purchasing Division  
COUNTY BUILDING  
25 Aupuni Street, Suite 1101  
Hilo, Hawaii 96720

Proposals should be mailed or delivered in person to the above address, in either the envelope provided with this proposal or packaging of proposer's preference, provided that the RFP number, name and proposer's name is clearly printed on the outside.

All proposals received will be time-stamped and deposited in the locked bid box of the Purchasing Division until the deadline. Proposals that are mailed in must arrive in the Purchasing Division before the time deadline; proposals received after the deadline will be returned unopened to the sender. The proposer shall be solely responsible for the timely arrival of its proposal. *Proposals will not be publicly opened, nor will the names of individuals or firms who have submitted proposals be made public until such time as an award is made or all proposals rejected.* After award, all proposals shall be public information except proposal sections containing proprietary information or other information not appropriate for public perusal which shall be sealed by the proposer in a separate envelope marked "PROPRIETARY INFORMATION".

**V. INDEMNITY**

The proposer shall conduct its activities as not to endanger any person; and shall indemnify, save and hold harmless the County and all of its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by acts of omissions of the Proposer, its agents, officers, employees, or any persons under the control of the Proposer.

**VI. WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw his proposal by submitting a written request to the Director of Finance any time prior to proposal deadline.

**VII. REJECTION OF PROPOSALS**

The Director of Finance reserves the right to accept or reject any or all proposals and to waive any defects in said REQUEST FOR PROPOSAL if deemed to be in the best interest of the County.

**VIII. METHOD OF SELECTION:**

The selection of the Proposer will be made by an Evaluation Committee chosen by the Office of Housing and Community Development, based upon the evaluation criteria contained herein and the each Proposer's qualifications to perform those services required by this Request for Proposal.

Factors to be considered in making the award, shall be as follows:

EVALUATION CRITERIA	SCORE
a. Qualifications, References, and Other Considerations	50 points

b.	Cost Per Unit (per the estimated service amount below)	35 points*
1.	Initial inspections (40 of estimated inspections)	
2.	Re-exam inspections (25 of estimated inspections)	
3.	Damage inspections (10 of estimated inspections)	
4.	Repair inspections (25 of estimated inspections)	
5.	No-show inspections (25 of estimated inspections)	
c.	Availability to Provide Services	<u>15 points</u>

TOTAL SCORE 100 POINTS

\* The proposal with the lowest estimated cost will receive the highest available rating allocated to cost. Each proposal that has a higher cost than the lowest will have a lower rating for cost. The points allocated to higher priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price (35 points), divided by the higher proposal price.

1. It is anticipated that only one, that being the highest scored firm or individual, will be selected to provide needed services.
2. The County of Hawaii reserves the right to make an award based only upon proposals submitted, or may require submittal of additional information and/or oral presentation.
3. The County of Hawaii also reserves the right to negotiate with one or more proposers and request best and final offers; provided that no proposer's proposal or information regarding his or her negotiation with the County shall be public information or shared with any other proposer until after an award is made.
4. The County of Hawaii further reserves the right to use any ideas presented in any proposal or as a result of any negotiation, unless marked "PROPRIETARY", whether from a successful or rejected proposal.
5. The Director of Finance shall be the sole judge in the selection of the Proposer whose proposal will best accomplish the needs of the County and in accordance to the availability of funds.

## **IX. TERMS OF CONTRACT:**

The terms and conditions shall be set forth in the award. If the terms are not agreeable to the successful Proposer and if no agreement can be reached by both parties, the award may be dissolved without penalty to either party.

The "*General Terms and Conditions for Goods and Services*," including exhibits of appropriate contract and bond documents, dated July 1, 1994, shall be a part of any contract entered into as a result of this proposal. All bidders are responsible to be familiar with these general terms and conditions, a copy of which is on file at the Purchasing Division and will be made available to any interested person upon request at no charge. Where any conflict might appear, the Special Provisions shall have precedence over the General Terms and Conditions and the Specifications of this bid shall have precedence over either.

**~ SPECIAL PROVISIONS ~**

1. **PROPOSAL ACCEPTANCE/REJECTION:** The County reserves the right to reject any and all proposals and to accept the proposals in whole or in part as best suited in the interest of the County, giving due consideration to price, quality of product and proven dependability and ability of each proposer with respect to ability to serve the County.
2. **DURATION OF CONTRACT:** Contract shall be effective for a period of one (1) year, beginning with the date of award, renewable for two (2) additional one year periods at the option of the County.
3. **DEVIATIONS:** The Director of Finance reserves the right to waive and/or accept any minor deviations from the specifications, if in his opinion, such waiver will be in the best interest of the County and that such waiver shall not materially affect the standards of performance, operations, capacities or quality of the services offered.
4. **PROPOSAL OPENING:** All proposals received will be time-stamped and deposited in the locked bid box of the Purchasing Division until the deadline for receipt. Proposals that are mailed in must arrive in the Purchasing Division before the time of opening; proposals received after the hour of opening will be returned unopened to the sender. The proposer shall be solely responsible for the timely arrival of its proposal. *Proposals will not be publicly opened and will become public information only upon completion of contract(s) or rejection of all proposals.*
5. **PAYMENT:** Payment will be made as soon as practical in the normal course of business upon proper invoicing and satisfactory delivery of services. Invoices should be mailed or delivered to the Office of Housing and Community Development, 50 Wailuku Drive, Hilo, Hawaii 96720.
6. **PROTESTS AND FORUM SELECTION:** Any protest regarding procurement law or procedure shall strictly follow the procedure described in Chapter 126, Hawaii Administrative Rules, Department of Accounting and General Services, Subtitle 11, Procurement Policy Board. All protests must be filed in writing to Ms. Nancy Crawford, Chief Procurement Officer, County of Hawaii. It shall be the responsibility of any protestor to review all public documents relating to this IFB or RFP and her or any other vendor's contract award within five (5) days of the date the information or action, which is the basis of the protest, became available for public inspection and file all protests within that period. Any protest regarding the content of this solicitation must be properly filed prior to the date set for receipt of offers. While the County may make efforts to notify all participants of awards, failure to receive such notification shall not relieve any aggrieved bidder of their responsibility of reviewing public records on a timely basis and filing their protest within five (5) days of the date a "Notice of Award" is posted on the bulletin board in the Purchasing Division lobby area, Room 118, 25 Aupuni Street, Hilo, Hawaii.

No other action or proceeding involving this Contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawaii, State of Hawaii; nor shall any action commenced in such court be removed or transferred to any other State or Federal Court.

7. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the Contract as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor, caused by error, omissions or negligence in the performance of the Contract by the Contractor or his subcontractors, agents and/or employees, until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of actions.
8. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all laws, ordinances, codes, rules and regulations, governmental general and development plans, setback limitations, rights-of-way, and all changes thereto, which in any manner affect the Contract and the performance thereof, including but not limited to:
  - A. All Sections of Hawaii County Charter and Hawaii County Code.
  - B. Chapters 103 and 103D, HRS, as amended, relating to expenditure of public money and procurement.
  - C. Chapter 104, HRS, as amended, relating to wages and hours of employees on public works.
  - D. Chapter 321, HRS, as amended, relating to Health Department.
  - E. Chapter 378, HRS, as amended, relating to fair employment practices.
  - F. Chapter 376, HRS, as amended, relating to industrial safety.
  - G. Chapter 386, HRS, as amended, relating to worker's compensation.

The Contractor shall comply with all such present laws, ordinances, codes, rules and regulations, including the giving of all notices necessary and incident to proper and lawful prosecution of work, and all changes thereto. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule, regulation, or other standard, the Contractor shall forthwith report the same in writing to the Officer-in-Charge.

9. **TIME OF PERFORMANCE OF CONTRACT:** Time is of the essence. Performance of the services under the Contract shall be commenced on the commencement date designated in the Notice to Proceed and the services as required shall be completed within the number of calendar days specified.

10. **DELAY IN PERFORMANCE OF CONTRACT:** If any delay in the performance of the services under the Contract occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of the County with respect to the Contract, acts of another contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of Contractor shall be granted an extension of the time for performance corresponding to the delay. If as a result of the delay completion of performance within the extended time would cause undue hardship to the Contractor, the Director may, in her discretion, grant a further extension of the time for performance. No extension of time, however, shall be granted unless a written application therefor stating in detail the cause or causes of delay is filed by the Contractor with the Officer-in-Charge within ten (10) calendar days after commencement of the delay. The number of days of each extension of time shall be determined by the Director upon the recommendation of the Officer-in-Charge. No such extension shall be deemed a waiver of the right of the County to require the completion of the services under the Contract within the time required herein as so extended by the specific terms of such extension or extensions, nor a waiver of right to terminate the Contract for any other or additional delay not covered by the specific terms of such extension or extensions.

11. **PROSECUTION OF THE WORK:** The Contractor shall be available upon reasonable demand to discuss the progress of the services being performed under the Contract. All questions arising during the performance of the Contract which must be resolved by the Director or Officer-in-Charge shall be brought to their immediate attention.

The Contractor shall direct his work to relate appropriately to, and in accordance with, established principles and practices for housing quality standards inspections.

The Contractor shall furnish sufficient technical supervision and administrative personnel to insure the proper performance of the services under the Contract and shall be responsible for the accuracy of work.

All reports produced in the performance of the Contract shall be the property of the County, including reproduction rights.

The Officer-in-Charge shall have access, at all reasonable times, to all notes or other technical data pertaining to the services being performed under the Contract for the

purpose of inspection and making copies of them. Upon completion of the services under the Contract, any or all such notes or other technical data shall be delivered and surrendered to the County on demand, provided that copies of such notes, studies and other technical data may be delivered and surrendered instead of originals.

12. **AUTHORITY OF THE OFFICER-IN-CHARGE AND DIRECTOR:** Any question or dispute concerning any provision of the Contract that may arise during its performance shall be decided by the Officer-in-Charge. The decisions of the officer-in-Charge shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that decisions on questions or disputes relating to acceptance of the services performed under the Contract, suspension or termination of the Contract, extension of time, reduction or increase in the compensation of the Contractor and payment shall become final and binding upon all parties only upon approval of the Director, and provided further than nothing herein shall be construed as making final and binding any decision of the Officer-in-Charge and/or Director on a question of law. Pending final decision of any dispute or question, the Contractor shall proceed diligently with the performance of services under the Contract in accordance with the decision of the Officer-in-Charge and/or Director.
13. **COOPERATION BY THE COUNTY:** The County shall, without cost to the Contractor, through the Officer-in-Charge, cooperate fully with the Contractor and will promptly place at the disposal of the Contractor all available pertinent information which the County may have in its possession. The County will certify to the accuracy of certain information in writing whenever it is possible to do so. The County does not represent that other information not certified as accurate is so and takes no responsibility therefor and the Contractor shall rely on such information at his own risk.
14. **REVIEW BY THE COUNTY:** The County shall review all submittals and other work and data required to be made by the Contractor and reject or approve such submittals in their entirety or approve the same subject to such deletions, additions and revisions as the County may deem necessary and proper. In submittals specified in the special provisions, all items not required by the County to be deleted, added or revised after review by the County and not defective by reason or error, omission or negligence on the part of the Contractor, his subcontractor, agents or employees shall be deemed to have been approved.
15. **COMPENSATION:** The Contractor shall be paid the amount stated in the written agreement or the amount determined in accordance with the special provisions, whichever is lower, less any reduction in compensation, as full compensation for the performance of the services under the Contract.
16. **ABANDONMENT OF THE PROJECT; DEATH OR DISABILITY OF CONTRACTOR:** In the event the County terminates the Contract because it wishes to abandon, defer,

restudy or revise the project, or in the event the Contractor, in the case of an individual, dies or becomes physically or mentally disabled, the Contractor or his estate shall be compensated in the same proportion of the compensation under the Contract as the services performed bear to the services to be performed under the Contract.

17. **PROGRESS PAYMENT:** The Contractor's compensation shall be paid in periodic progress payments only if specifically called for by a separate schedule in the Contract or Agreement. In the event there is no specific schedule, payment shall be in the normal course of business following the proper completion of all work, terms and conditions of the Contract.
18. **MODIFICATIONS OF CONTRACT, DESIGNS, PLANS AND STUDIES:** The County may at any time make such modifications in the Contract, and the operational methods prepared by the Contractor as it deems necessary and advisable. Such modifications shall be made by a supplemental agreement in writing or by written order of the Director; provided that modifications by such a written order shall be limited to modifications in the scope of services; and provided further that modifications involving no reduction or increase in compensation of the Contractor may be made by written order of the Officer-in-Charge.

Upon receipt of a written order, the Contractor shall proceed with the modification as ordered. If the Contractor does not agree with any of the terms or conditions of or with the amount of the reduction or increase in compensation provided for in the order, he shall file with the Officer-in-Charge a written protest setting forth his reasons in detail *within ten (10) calendar days* after receipt of the order. The protest shall be disposed of pursuant to the provisions of paragraph 12, AUTHORITY OF THE OFFICER-IN-CHARGE AND DIRECTOR. Failure to file such protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions and amount in the order.

In the event the Contractor for reasons related to safety does not agree with and refuses to proceed with the modifications in the designs and plans required by the County in the written order, the Director may allow the Contractor to withdraw from the Contract without breach, provided the Contractor files with the Director a *written protest* setting forth his reasons in detail *within ten (10) calendar days* after receipt of the order. If withdrawal is allowed, the Contractor shall be compensated in the same proportion of the compensation services to be performed under the Contract.

19. **ASSIGNMENT OF MONEY DUE OR PAYABLE:** Assignments of money due or to become payable to the Contractor under the Contract shall not be valid without the prior written consent of the Director. The rights of the assignee to moneys due or to become due to the Contractor shall be subject to paragraph 23 of Special Provisions.

20. **ACCEPTANCE AND FINAL PAYMENT:** Final payment will be made only after the issuance of a notice of final approval and acceptance by the Director advising the Contractor of the satisfactory fulfillment of the terms of the Contract. Acceptance by the Contractor of the final payment shall constitute payment in full for all services performed under the Contract.

21. **RIGHT OF THE COUNTY TO TERMINATE:** The County shall have the right to suspend performance of the services under the Contract or terminate the Contract in whole or in part at any time by written notice to the Contractor. Upon termination all data, plans, specifications, reports, estimates, summaries, completed work and work in progress and such other information and materials as may have been accumulated by the Contractor in the performance of his services shall, in the manner and to the extent determined by the Officer-in-Charge, become the property of and be delivered to the County. If the termination is for reasons other than default of the Contractor as provided in paragraph 22, the Contractor shall be compensated in accordance with paragraph 15.

It is understood and agreed that any services to be provided in accordance with the terms of this Contract may be terminated immediately, in whole or in part, upon a finding by the County that these services must be provided by public employees, pursuant to Civil Service Laws or that such services will be discontinued. It is further understood, that should such a finding be made, the County will not be liable under this Contract for any resulting damages, and such a termination will not be considered a breach of this agreement.

22. **TERMINATION BECAUSE OF CONTRACTOR'S DEFAULT:** The County shall have the right to enter into a new contract with another contractor and pay a reasonable compensation for such services as may be necessary to properly complete the services under the contract if it terminates the same because the Contractor:

- A. Fails to begin work under the Contract at the time required; or
- B. Is unnecessarily delaying the performance of the Contract or any part thereof; or
- C. Is failing to perform the Contract with sufficient or adequate personnel, equipment or materials or is not making sufficient progress to ensure the completion of the Contract within the time specified; or
- D. Fails to perform the Contract in accordance with direction of the Officer-in-Charge; or
- E. Discontinues performance of the Contract; or
- F. Fails to re-commence performance of the Contract within a reasonable time after service of a written order to do so if the performance had been suspended; or

- G. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
- H. Allows any final judgment to stand against him unsatisfied for a period of ten (10) calendar days; or
- I. Makes an assignment for the benefit of creditors; or
- J. Fails to pay for all labor, tools, materials and equipment; or
- K. Has abandoned the Contract; or
- L. Violates or fails to comply with any of the terms, covenants and conditions of the Contract.

The fee of such other contractor shall be paid from any unexpended amount of the compensation under the Contract.

Should the compensation of such other contractor exceed such unexpended amount, then the contractor shall reimburse the County for the difference as part of the damages caused by Contractor's default. After payment of the compensation of such other consultant, any remaining unexpended amount of the compensation payable under the Contract shall be paid to the original Contractor.

The provisions of this subsection shall not apply if the Contractor is an individual and the default is due to his death or mental or physical disability.

23. **AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE:** The County may withhold such amounts from the money due or to become payable under the Contract to the Contractor, or any assignee under paragraph 15, as may be necessary to protect the County against liability or to satisfy the obligations of the Contractor to the County and to employees, subcontractors and material men who have performed labor or furnished material and equipment under the Contract and may make such payments from such amount as may be necessary to discharge such obligations and protect the County.
24. **REMEDIES NOT EXCLUSIVE:** The express provision herein of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.
25. **CONSTRUCTION OF CONTRACT:** The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural, whenever required in the context of the Contract.

26. **SERVICES:** It is understood and agreed that any services to be provided in accordance with the terms of this Contract may be terminated immediately, in whole or in part, upon a finding by the County that these services must be provided by public employees, pursuant to Civil Service Laws or that such services will be discontinued. It is further understood, that should such a finding be made, the County will not be liable under this Contract for any resulting damages, and such a termination will not be considered a breach of this agreement.

27. **RESPONSIBILITY OF OFFERORS:** Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

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. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
  - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Method of Award provision below for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

28. **METHOD OF AWARD:**

The terms and conditions shall be set forth in the award. If the terms are not agreeable to the successful Proposer and if agreement cannot be reached by both parties, the award may be dissolved without penalty to either.

Reference Responsibility of Offerors in §3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Prior to any award the following requirements must be met.

Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500 or more:

All vendors doing business with the State or County are required to comply with all applicable statutes, administrative rules and procedures. State or County agencies must verify compliance prior to award. Acceptable verification is through Hawai'i Compliance

Express (HCE). Vendors wishing to do business with the State or County must register in HCE and be in compliance.

HCE is a one-stop online program where vendors verify and manage their compliance. Once a vendor is registered, HCE provides the following proof of compliance/compliance documentation:

- Certificate of Good Standing (COGS) from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division
- Tax clearances (federal and state) from the Department of Taxation (DOTAX)
- Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 (Worker's Compensation law), 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act, from the Department of Labor and Industrial Relations (DLIR)

There is a nominal fee to subscribe to HCE. Please note that it may take two or more weeks to establish a vendor account in HCE. For more information and to register, see <http://vendors.ehawaii.gov>.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offeror otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** In addition to a tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

29. **NON-DISCRIMINATION IN COUNTY CONTRACTS:**

Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005: During the performance of this contract, the contractor agrees as follows:

- a. The contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in federally assisted programs.
- b. The contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veterans' status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees

are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- c. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section (21) above.

The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

### **30. Non-Debarment Requirements**

The contractor shall certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of bidding, and will further certify that the company/individual shall immediately notify the County of Hawai'i should their

debarment status change anytime during the agreement period. All bidders should complete the Non-Debarment Certificate of Compliance included herein.

31. **Campaign Contributions by State and County Contractors Prohibited**

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS Sec. 11-355, which states that campaign contributions are prohibited from a State or 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.

32. **Downloaded Solicitation**

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document from the Internet **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

**COUNTY OF HAWAII**  
**Non-Debarment**  
**CERTIFICATE OF COMPLIANCE**

**Reference:** RFP# 2926  
(IFB/RFP/QR Number)

\_\_\_\_ affirms it is in  
(Company Name)

compliance with all laws, as applicable, governing state and federal debarment, and that:

1. The company/individual named above **was not** debarred at the time of bid submittal;
2. The company/individual named above shall immediately notify the County of Hawaii should debarment status change anytime during this agreement.

Moreover \_\_\_\_\_  
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future contract awards.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_