

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

Procurement Notice Date: December 23, 2020

INVITATION FOR BIDS  
NO. **PSD 21-HCCC-32**

SEALED BIDS  
FOR

**OPERATION AND MAINTENANCE SERVICES  
OF  
WASTEWATER TREATMENT PLANT AND LIFT STATION  
HALE NANI WORK RELEASE CENTER  
SOUTH HILO, HAWAII**

will be received up to and opened at 2:00 p.m. (HST)  
on  
January 11, 2021

Questions relating to this bid solicitation may be directed in writing to Marc Yamamoto via e-mail at [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov), no later than December 29, 2020, 4:30 pm HST.

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Max Otani, Director  
Department of Public Safety

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Name of Company

**PSD 21-HCCC-32**

## **TENTATIVE TIMELINE:**

IFB Release.....December 23, 2020  
Site Visit.....(to be requested with HCCC via email  
[Tessie.p.Costa@hawaii.gov](mailto:Tessie.p.Costa@hawaii.gov))  
Vendor Questions.....December 29, 2020  
(e-mail to PSD.BIDS@hawaii.gov)  
Department response to Questions.....January 4, 2021  
Proposal Due.....January 11, 2021  
(to be submitted via email to  
[Psd.bids@hawaii.gov](mailto:Psd.bids@hawaii.gov))  
Award Notice.....January 15, 2021  
Start Date.....February 1, 2021, or start date on the  
Notice to Proceed

## **BID SUBMITTAL INSTRUCTIONS**

Due to COVID-19, social distancing policy, bid submittals will only be accepted electronically through [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov). No fax or hard copy submittals will be accepted.

The date and time the bid offer is received by the State is the official receipt date and time stamp.

Bid shall contain all Offer Forms OF-1 through OF-4, and Wage Certificate, as a PDF attachment to the email. In addition, please attach applicable licenses and/or certifications to perform services.

**WAGE CERTIFICATE**  
(For Service Contracts)

Subject: IFB No.: PSD 21-HCCC-32

Title of IFB: OPERATION AND MAINTENANCE SERVICES OF WASTEWATER  
TREATMENT PLANT AND LIFT STATION AT HALE NANI WORK  
RELEASE CENTER, SOUTH HILO, HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PSD 21-HCCC-32  
OPERATION AND MAINTENANCE SERVICES  
OF WASTEWATER TREATMENT PLANT AND LIFT STATION  
- HALE NANI WORK RELEASE CENTER

Procurement Officer  
Department of Public Safety  
State of Hawaii  
919 Ala Moana Boulevard  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form 103D Effective 10/17/2013 by reference made a part hereof and available upon request submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted (was/were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor      ☐ Partnership      ☐ Corporation      ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

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

**(x)** \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

\* \_\_\_\_\_  
Exact Legal Name of Company (Offeror)

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: \_\_\_\_\_

The following offer is hereby submitted for PSD 21-HCCC-32, Operation and Maintenance of the Wastewater Treatment Plant at the Hale Nani Work Release Center, as specified herein:

- | <u>Unit Bid Price*</u>                                   | <u>Total Bid Price</u> |
|--|------------------------|
| 1. Daily Services (Inspection of Bar Screen Interceptor) |                        |
| 5 days / week x     \$ _____ / day x 52 weeks            | \$ _____               |
| 2. Weekly Maintenance Services:                          |                        |
| 52 weeks     x     \$ _____/week     =                   | \$ _____               |
| 3. Monthly Maintenance Services:                         |                        |
| 12 months     x     \$ _____/month     =                 | \$ _____               |

**Total Sum Bid:**                     \$ \_\_\_\_\_

\*NOTE: Unit prices shall include the HIGET.

**Percentage of Unit Bid Price Representing Labor:**       \_\_\_\_\_ %

Offeror \_\_\_\_\_  
COMPANY NAME

## HOURLY LABOR RATE AND COST OF PARTS FOR EMERGENCY AND REPAIR SERVICES

<u>Time</u>	<u>Service</u>	<u>Labor Rate Per Hour*</u>
<u>Normal Business Hours</u>		
7:30 a.m. to 4:30 p.m.	Mechanical	\$ _____
	Electrical	_____
<u>Outside of Normal Business Hours</u>		
4:30 p.m. to 7:30 a.m.	Mechanical	_____
	Electrical	_____
Saturdays (all day)	Mechanical	_____
	Electrical	_____
Sundays and Legal	Mechanical	_____
Holidays (all day)	Electrical	_____

\*Labor rate per hour for the various categories listed shall include the basic hourly rate, the hourly rate for fringe benefits, and all applicable taxes. No other charges shall be allowed.

The cost of parts charged for the emergency and repair services shall be the actual cost plus 10% and HI GET, with the original invoices submitted to the Department for approval prior to payment. No other charges shall be allowed.

Offeror \_\_\_\_\_  
COMPANY NAME

Number of years offeror has been operating and maintaining wastewater treatment plant: \_\_\_\_\_

Copies of licenses attached

Wastewater Treatment Business License No.: \_\_\_\_\_ (attach copy to bid)

Wastewater Treatment Plant Operator's License No.: \_\_\_\_\_ (attach copy to bid)

Local Office/Representative:

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

References

List the names and addresses of companies or government agencies in the State of Hawaii for whom Offeror has provided or is presently providing similar services as specified herein:

	<u>Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone</u>
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____

Insurance Coverage:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Policy Period</u>
Commercial General Liability	_____	_____	_____

Offeror \_\_\_\_\_  
COMPANY NAME

## **SPECIFICATIONS**

### **SCOPE OF WORK**

The Contractor shall operate and maintain the wastewater treatment plant and lift station at the Department of Public Safety's Hale Nani Work Release Center located at South Hilo, Hawaii, Tax Map Key 2-4-49:18. The Contractor shall provide all necessary labor, equipment, materials, minor parts, tools, supplies, and appurtenances for providing the services specified herein. The Contractor shall provide all chemicals, including chlorine, to maintain the plant.

Minor parts shall mean those parts costing less than \$25.00, excluding tax, and major parts shall mean parts costing individually \$25.00 or more, excluding tax, as shown on the manufacturer's price list.

Such services shall be conducted in accordance with the best practices of the industry governing the operation and maintenance of wastewater treatment plants, and in accordance with the manufacturers' instructional manuals, to assure that the final effluent is within the State Department of Health requirements. The scope of services required herein does not include any painting for restoration purposes.

Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The Contractor will be reimbursed by the Department, through the issuance of a purchase order, for any Department approved, major parts or equipment replacement.

Contractor shall operate and maintain the Hale Nani Work Release Center wastewater treatment plant at all times under the direct supervision of a licensed operator.

### **SERVICE SCHEDULE**

The Contractor shall perform the required maintenance services as required herein. Each visit shall be recorded in a log book (date of visit, time-in, time-out, etc.). The log book shall be kept in a designated, secured place at the project site.

### **GENERAL INFORMATION**

#### **A. Wastewater Treatment Plant**

The sewage treatment plant was manufactured by H. E. Wastewater Treatment System, and includes the following major components:

1. Two Blowers, (Roots 45 URA1 10 HP) and
2. Two Motors, (Baldor).

#### **B. Sewage Lift Pump Stations**

The lift pump station was manufactured by Smith & Loveless, Inc. Job No.: 16-5830 and includes the following major components:



1. Two each Vertical sewage pumps (100 GPM @ 18 TDH) and motors 2 HP, 900 RPM, 3 Phase, 60 Cycle, 460 Volts);
2. Two each Vacuum priming pumps, pump controllers, and level controller; and
3. Air Bubbler system.

## **SERVICES REQUIRED**

### **A. General Services**

The general operational and maintenance service for the complete system shall be performed during each visit and shall include, but not be limited to, the following:

1. Weekly
  - a. Lubricate all mechanical equipment, according to manufacturer's recommendations.
  - b. Check all systems for leaks.
  - c. Check all gauges and monitoring devices and keep them in proper working order.
2. Monthly
  - a. Check to ensure that all emergency functions are in proper working condition.

Contractor shall maintain a running log, recording the date of each and all operational and maintenance service work performed and who performed the work.

### **B. Detailed Services**

#### **1. Sewage Treatment Plant**

- a. Weekly Services
  - 1) Check all pumps, blowers, and motors, in accordance with the manufacturer's instructions and recommendations.
  - 2) Inspect and clean screen dispose of debris in accordance with the State Department of Health's standards.
  - 3) Skim scum from clarifier and dispose of in accordance with the State Department of Health's standards.
  - 4) Skim debris from chlorine contact tank.
  - 5) Monitor and replenish hypochlorite tablets and provide adequate chemicals to insure normal operations. (Tablets shall be provided by Contractor.)
  - 6) Check and monitor leach fields.
  - 7) Record total daily flows.
  - 8) Grab samples for determining dissolved oxygen, PH (soda ash shall be provided by Contractor), and settleability.
- b) Monthly Services
  - 1) Check diffusers for clogging and proper operation.
  - 2) Check airlifts for clogging and proper operation.
  - 3) Perform required analytical tests, in accordance with Title 11, Chapter 62, Hawaii Administrative Rules. Contractor shall give a copy of the test results to the facility's Maintenance Supervisor.

- 4) Provide blower maintenance, in accordance with manufacturer's instructions.
- 5) Remove the sludge generated by the plant and dewater as required.
- 6) Grab samples for determining, effluent BOD and suspended solids (Contractor to pay for any laboratory expenses).
- 7) Inspect and monitor the laundry's two (2) septic tanks and leech field for debris and leaks.

## **2. Sewage Lift Pump Station**

### **a. Weekly Services**

- 1) Check both pumps and motors, in accordance with the manufacturer's instructions.
- 2) Test and clean the level control and alternator switch, as required.
- 3) Test and clean the magnetic starters, as required.
- 4) Keep wet well clear of debris and grease accumulation.

## **3. Sewage Distribution Box**

### **a. Daily Services (Monday through Friday)**

- 1) Inspect Bar Screen Interceptor for extraneous items.
- 2) Remove items, disinfect, and properly dispose of items collected from Bar Screen Interceptor.
- 3) Work herein shall be in accordance with "Best Practices" of Department of Wastewater Management, County of Hawaii, or approved equal and in conformance with HAR, Title 11 Chapter 62.

### **b. Monthly Services**

- 1) Inspect and remove accumulated greases.
- 2) Clean and flush traps.
- 3) Periodic addition of organic enzymes as necessary (Contractor to provide).

## **REPAIRS**

When repairs are required, the Contractor shall obtain prior approval from the Contract Administrator to perform any repair service.

The Contractor shall provide 24-hour service capabilities to handle any emergency services, which shall be paid for by the Department, to the Contractor on an actual-time and material basis. The cost of parts charged for the emergency services shall be the actual cost plus 10%. The man-hour rates charged for such emergency services shall be accordance with the terms of this contract.

## **WORKMANSHIP**

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

## **LAWS TO BE OBSERVED**

1. The Contractor, at all times, shall observe and comply with all Federal, State and local laws or ordinances in any manner affecting the conduct of work and shall indemnify and save harmless the Department of Public Safety and its representatives against any claim arising from the violation of any such law, by-law, or ordinances by the Contractor, or by their respective employees.
2. Contractor shall comply with all laws relating to safety, hours of labor, wages, payroll records, and citizen labor.

## **SAFETY**

1. The Contractor shall take all necessary precautions to protect the public and tenants from injury resulting from his work.
2. The Contractor shall take whatever steps may be necessary to safeguard his work and also the property of the Department, as well as other individuals in the vicinity of his work area during the execution of this contract. He shall be solely responsible for and make good on any and all damages and for losses to work or property caused by his or his employee's negligence.

## **CLEAN-UP**

At completion of each operational and/or maintenance service or repair/replacement, the Contractor shall clean up and remove all rubbish, grease and debris from the premises resulting from this work, and keep the entire area clean and neat.

## **GROUNDS MAINTENANCE**

Grounds maintenance shall be performed by State maintenance personnel.

## **REPORTS**

Contractor shall prepare written quarterly reports which shall be submitted to the Contract Administrator within thirty (30) days after the close of each three (3) month period.

## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

ASO-PC	=	Department of Public Safety, Administrative Services Office— Procurement and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
IFB	=	Invitation for Bids
GET	=	General Excise Tax
PSD	=	Department of Public Safety
HCCC	=	Hawaii Community Correctional Center
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Revised 10/17/2013 by the Department of the Attorney General. Viewable at: <a href="http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf">http://spo.hawaii.gov/wp-content/uploads/2014/02/103D- General-Conditions.pdf</a>
IFB	=	Invitation for Bids
GET	=	General Excise Tax

### **SCOPE**

The furnishing of operation and maintenance services for the Wastewater Treatment Plant and the Lift Station at the Hale Nani Work Release Center at South Hilo, Hawaii, shall be in accordance with these Special Provisions, the attached Specifications, and the GC and included by reference. Copies of the General Conditions are available at the ASO-PC and on the Internet at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>.

### **CONTRACT ADMINISTRATOR (CA)**

For purposes of this contract, Mr. Cramer Mahoe, Warden, or his appointed representative, telephone (808) 933-0428, is designated the CA. Accordingly, the CA will be responsible for monitoring the Contractor's performance and will verify that the required services have been rendered.

### **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing the specified services for the twelve-month

period February 1, 2021 to January 31, 2022, or as indicated on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods or portions thereof without the necessity of rebidding, if mutually agreed in writing prior to expiration. The contract price for the extended period shall remain the same or lower than the initial bid price except for any increase allowed through State initiated contract modification(s).

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

## **OFFEROR QUALIFICATION**

To assure the State that the offeror is capable of performing the work specified herein, the offeror must meet the following:

1. At the time of offer submittal, offeror shall have in his employ a Grade 2 or better Wastewater Plant Treatment Operator who shall have direct responsible charge for the services specified herein. A copy of such license shall be attached to the offer submittal.
2. Offeror must have an established place of business in the State of Hawaii. Offeror shall indicate on the Offer Form the business address, telephone number and name of his contact person.
3. Offeror must have at least one (1) year experience in operating and maintaining a waste water treatment plant. Proof shall be furnished upon request. Offeror shall indicate on Offer Form, page OF-4, the period of time offeror has provided such service.
4. Offeror shall be able to respond to emergencies within one-hundred twenty (120) minutes of any alarm reported by the appropriate facility staff, 24-hours per day, 7 days per week. The Contractor shall provide qualified operators who are knowledgeable with the operations of the facility. An answering machine to accept emergency calls is not acceptable.

## **EXAMINATION OF SERVICE AREAS**

Prior to offer submittal, offerors may inspect the service area to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. No additional compensation, subsequent to bid opening will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Offeror inspection is not mandatory; however, submission of an offer shall be evidence that offeror understands the scope of the project and will comply with specifications herein if awarded the contract. Offeror must contact the Contract Administrator to arrange for an inspection tour.

No claim for any extra will be allowed because of alleged impossibilities in the production of the

results specified or because of inadequate or improper Specifications. Whenever a result is required, the successful offeror shall furnish any and all extras and make any change needed to produce to the satisfaction of the State, the required result.

## **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 Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

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

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

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

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

## **BID PREPARATION AND SUBMITTAL**

Due to COVID-19, social distancing policy, bid submittals will only be accepted electronically through [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov). No fax or hard copy submittals will be accepted.

The date and time the bid offer is received by the State is the official receipt date and time stamp.

Bid shall contain all Offer Forms OF-1 through OF-4, and Wage Certificate, as a PDF attachment to the email. In addition, please attach applicable licenses and/or certifications to perform services.

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

**Multiple or Alternate Offers.** Multiple or alternate offers are not allowed and shall be rejected. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

**Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

**Hawaii General Excise Tax License.** Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

**Bid Price.** Bid prices shall include all labor, equipment, materials, all applicable taxes and all other expenses incurred to provide services as specified herein. The total bid price shall be the all-inclusive cost to the State, and no other charges will be honored.

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

**Insurance.** Offeror shall provide the requested insurance information on the Offer Form where indicated.

**References.** Offerors shall list on the Offer Form page OF-4, companies or government agencies that offeror has or is currently providing messenger services. The State reserves the right to contact the references provided to inquire about the offeror's job performance and to reject the bid of any offeror whose performance on other jobs of this nature has been unsatisfactory.

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HAWAII REVISED STATUTES (HRS)**

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

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the contract, Contractor shall be obliged to provide wages not less than those increased wages.

Contractor shall be further obliged to notify his 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 notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

A Wastewater Treatment Plant Operator II (BU-01, BC-11) is required for this contract. Therefore, Contractor is required to pay such employee(s) performing work under this contract the specified prevailing public employee wages. Effective of April 1, 2016, the current wage rate for Wastewater Treatment Plant Operator II is \$25.94 per hour.

Accordingly, Offeror should consider the aforementioned wage rate when preparing the offer.

## **METHOD OF AWARD**

Award, if any, will be made to the responsible and responsive offeror submitting the lowest total sum bid. Offeror shall make an offer on all items to qualify for award consideration.



The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective July 1, 2011, Pursuant to Act 190, SLH 2011 and Procurement Circular No. 2011-02, verification of vendor's compliance to HRS §103D-310(c) shall be through Hawaii Compliance Express (HCE).

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on HCE is recommended but not mandatory. Valid hardcopies of tax clearance, LIR #27 and Certificate of Good Standing are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

**Hawaii Compliance Express.** The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

**Alternatively**, for offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to paper certificates at the various state agencies as follows:

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www6.hawaii.gov/tax/a1\\_1alphalist.htm](http://www6.hawaii.gov/tax/a1_1alphalist.htm)

DOTAX Forms by Fax/Mail: (808) 587-4242

1-800-222-3229

IRS (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 524-5950

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

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

## **CONTRACT EXECUTION**

Successful offeror shall be required to enter into a formal written contract. No contract security is required for this contract.

If the options to extend for each additional twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each additional extension period. The Contractor or State may terminate the extended contract at any time upon sixty (60) days prior written notice.

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

Should public employee wages for Wastewater Treatment Operator II increase during any period of the contract, including supplements, the Contractor may request for an increase in contract price. The increase must result in an increase in wages to the 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 benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Effective January 1, 2021, the wage rate for a Wastewater Treatment Operator II is:

BU 01 / BC 11 - Hourly	\$30.71
(Monthly	\$5,323.00)

At the time of adjustment to the contract price, the Contractor must meet the following criteria:

1. At the time of request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., his employees performing work under this contract are being paid no less than the known wages of the specified public employee. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. The request for an increase must be made in writing to the Department of Public Safety, Administrative Services Office – Purchasing and Contracts as soon as practicable after the State wage agreements are made public. The approved request will be retroactive to the date of the public employee increase.

The contract price adjustment shall be in accordance with the following formula:

- a. Eighty percent (80%) of the Contractor's unit bid prices may be adjusted in accordance with the percentage of salary adjustment for the public employees' classification.
- b. Twenty percent (20%) of the Contractor's unit bid prices shall remain unchanged.

### **LIABILITY INSURANCE**

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage.
Comprehensive Automobile Liability	BI: \$1,000,000 per occurrence PD: \$1,000,000 per occurrence

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

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, 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) thereof on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish 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 policy or policies of 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.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

## **INVOICES**

An original and three (3) copies of monthly invoices, along with a summary detailing the dates and maintenance service actually provided, shall be sent to the following address:

Department of Public Safety  
Hawaii Community Correctional Center  
60 Punahele Street  
Hilo, HI 96720

All invoices shall reference the contract number. Contractor must verify all charges (routine and emergency services) with the Contract Administrator prior to submittal to Hawaii Community Correctional Center for payment.

**Routine Servicing.** Payment for routine preventive maintenance services shall be made on a monthly basis. Contractor shall submit a monthly invoice and summary detailing the date and maintenance service actually provided.

**Repair / Replacement / Emergency Work.** All charges for Repair / Replacement / Emergency work shall be listed on a separate invoice describing in detail, the date of the emergency, person(s) who performed the work, hours on the job, and the parts replaced. All charges for such emergency work shall be the sum of the actual man-hours computed at the contracted rate per hour and the cost plus 10% for parts being replaced. Repair / Replacement / Emergency work invoices will be paid by separate purchase order.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the service to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer 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.

**Final Payment Requirements:** Contractors registered on Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Alternately, Contractors not participating on HCE, are required to submit a tax clearance certificate (not over two months old), and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form SPO-22 is also available at [www.hawaii.gov/spo](http://www.hawaii.gov/spo). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

## **CONTRACT MODIFICATION**

The State reserves the right to add or delete equipment or modify the scope of service as a result of any future changes to the system. Any change requested by the State shall be effective upon the execution of a contract modification or supplemental agreement.

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

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Contract Administrator.

### **LIQUIDATED DAMAGES**

Refer to Section 9 of the General Conditions. Liquidated damages for non-performance of the specified maintenance services shall be actual cost incurred due to Contractor's non-performance for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

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

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies 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 State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

### **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award(s), if any, resulting from this solicitation shall be posted on the DAGS website at <http://hawaii.gov/spo2/source/> . Click on the link to "Invitation for Bids (IFB)".

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4<sup>th</sup> Floor, Honolulu, Hawaii 96814.

DEPARTMENT OF HUMAN RESOURCES

CITY AND COUNTY OF HONOLULU

Class Specification

100117

100118

100120

100121

**WASTEWATER TREATMENT PLANT OPERATOR**

**GRADES I, II, III, IV**

**BC 10, 11, 12 & 13; BU 01**

Duties Summary:

Independently operates and maintains a Class I, II, III or IV wastewater treatment plant and lower classed plants, as well as tributary pumping plants; participates in the major overhaul, repair, and installation of treatment and pumping plant equipment; and performs other related duties as required.

Distinguishing Characteristics:

These classes differ from that of Assistant Wastewater Treatment Plant Operator in that the Wastewater Treatment Plant Operator I, II, III and IV independently stand watch and operate and maintain various equipment and facilities at a wastewater treatment plant; whereas the Assistant Wastewater Plant Operator assists and/or participates in, and receives supplemental training relating to, the operation and maintenance of various equipment and facilities at a wastewater treatment plant.

These classes differ from those of Wastewater Treatment Plant Supervisor I, II, III and IV in that the Wastewater Treatment Plant Operator I, II, III and IV independently operate and maintain wastewater treatment plant equipment and facilities; whereas the Wastewater Treatment Plant Supervisor I, II, III and IV supervise, and have immediate charge of and twenty-four hour responsibility for, all operational and maintenance activities at a wastewater treatment plant.

Grade Level Standards:

Grade I: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class I wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade II: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class II wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade III: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class III wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade IV: this level is characterized by its primary responsibility for operating and being in direct responsible charge of maintaining a Class IV wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

### Illustrative Examples of Work:

Operates and maintains wastewater treatment and tributary pumping plants to assure the safe, effective, efficient, and economical use of processes and equipment, and to comply with pertinent City, State and Federal regulations; operates various equipment to regulate the flow of wastewater, air and sludge between the unit processes of the plant, reads and records readings from meters, gauges and other recording devices and interprets data to maintain or improve plant operations; inspects plant and mechanical equipment for malfunctions, irregularities and needed repairs; lubricates, changes oil, and makes running repairs and adjustments to machinery and equipment; participates in the installation, overhaul and major repair of treatment and pumping plant equipment; drains and cleans settling tanks, clarifiers, chlorinating chambers, digesters and aeration tanks; maintains sludge digestion systems, dewatering equipment, drying beds and pulverizers; collects samples of raw, partially treated, and treated wastewater and sludge and performs chemical and physical analyses thereof, including settleable solids, settleability, pH, chlorine residual, dissolved oxygen and suspended solids; interprets laboratory results and makes appropriate process adjustments; maintains test result records, data sheets and reports; paints equipment, buildings and structures; keep station logs and prepares operational reports; may be assigned to work in other plants for training and development purposes and to qualify for higher level certification; may be assigned to machine shop or other duties as necessary; attends employee safety and training sessions; operates a motor vehicle to transport personnel and equipment.

### Minimum Qualification Requirements for the Class:

Training and Experience: Graduation from high school or equivalent satisfactory to the State Board of Certification of Operating Personnel in Wastewater Plants; experience and/or training of sufficient scope and quality to competently perform the journey level skills and duties of the applicable position.

License Requirement: Possession of the applicable Hawaii Mandatory Wastewater Treatment Plant Operator Certificate; possession of a valid Hawaii State driver's license (Type 3 or modified 4) or appropriate commercial driver's license with proper endorsements, as applicable; and a current State Department of Transportation medical examination certificate, as required.

Knowledge of: practices and procedures used in the operation and maintenance of wastewater treatment and pumping plant equipment; the various types of wastewaters and associated problems and processes; sampling methods and the physical and chemical tests used in treatment plant control; servicing requirements of moving machinery; hazards and safety practices involved in working around high voltage equipment and moving machinery; process quality control requirements and remedial measures in dealing with process malfunctions and emergencies; arithmetic; uses of basic mechanic hand and power tools.

Ability to: operate and maintain electrical pumping units and auxiliary equipment; read and interpret meters and gauges, record readings and maintain operating records; perform the required laboratory tests and analyzes results; make arithmetical computations; use common hand and power tools; act quickly and effectively in emergencies; work with dexterity and safety; understand and follow oral and written instructions; work harmoniously with others; handle weights and loads.

### Physical Requirement:



Persons seeking appointment to positions in this class must meet the health and physical condition standards deemed necessary and proper for performance of the duties.

Special Working Conditions: exposure to hazardous, filthy and/or obnoxious conditions; may also be subject to shift, weekend and holiday work as required.

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This is an amendment to the specification approved for the classes, WASTEWATER TREATMENT PLANT OPERATOR I, II, III AND IV, approved on September 24, 1981 and effective May 1, 1982.

APPROVED: March 8, 2006

KEN Y. NAKAMATSU  
Director of Human Resources

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
**(Reference §3-122-112, HAR)**

**Reference:** \_\_\_\_\_  
\_\_\_\_\_  
(Contract Number) **IFB No.: PSD 21-HCCC-32**  
(IFB/RFP Number)

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

compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

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

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

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

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

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

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