



Department of Health

LEGAL AD DATE: OCTOBER 8, 2015

HiePRO

INVITATION FOR BIDS

No. IFB 460-16-01

SEALED OFFERS

FOR

CREDENTIALING SOFTWARE

WILL BE RECEIVED VIA HIEPRO UP TO 3:30 P.M. (HST) ON

NOVEMBER 6, 2015

BY THE CHILD AND ADOLESCENT MENTAL HEALTH DIVISION, CONTRACT
MANAGEMENT OFFICE, 3627 KILAUEA AVENUE, ROOM 101, HONOLULU,
HAWAII 96816.

IFB 460-16-01

Name of Company

FURNISHING
CREDENTIALING SOFTWARE
IFB 460-16-01

Procurement Officer
Child and Adolescent Mental Health Division
Room 101
State of Hawaii
Honolulu, Hawaii 96816

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No.460-16-01, and the General Conditions, Form AG-008 (current version) included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

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.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

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.: _____
Name and Title (Please Type or Print)

E-mail Address: _____
** _____
Exact Legal Name of Company (Offeror)

1. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification description?

Yes _____ No X_____

If yes, percentage of unit bid price per case for labor costs: _____%

2. No. of years experience in _____:_____

3. Address of warehouse: NA_____

Telephone number:_____

Contact Person:_____

4. Contractor's P.U.C./DCCA Certificate No. _____

5. Insurance coverage is carried by:

Commercial General Liability: _____

Hawaii No-Fault Automobile Insurance: _____

Fire, Theft, Vandalism and/or any other physical damage for a value of \$_____ coverage for the State's property:

Insurance Co.: _____

Address: _____

General Agent's Name: _____

Telephone No.: _____

6. Bidder shall list below business firms and/or government agencies in the State of Hawaii, and in healthcare institutions for whom bidder has performed services or is currently providing services comparable to the service specified herein:

Firm/Agency Contact Person Telephone

a. _____

b. _____

c. _____

Offeror _____
(Name of Company)

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

Reference: _____
(Contract Number)

IFB 460-16-01

(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. All requirements can be satisfied by Compliance in the Hawaii Compliance Express system.

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: _____

SPECIFICATIONS

This Scope sets forth the responsibilities and compensation between the CONTRACTOR and the Department of Health, Child and Adolescent Mental Health Division (“CAMHD”) to provide: (1) functionality, support, and maintenance services for the CAMHD version of the Web-based platform for Credentialing Service Software with all designated capabilities; (2) support and maintenance of the system hosting and network infrastructure to make this software-as-a-service accessible by internet connections; (3) training and support services for the 1; and (4) regular enhancements to the software.

The CONTRACTOR shall provide:

I. **Credentialing Software Solution** that shall be able to monitor, track, and report on all CAMHD and contracted PROVIDER associates requiring medical credentials to provide health and human services to the CAMHD.

II. **Credentialing Software Solution Requirements.**

The CONTRACTOR shall provide software solutions with the following requirements:

A. Be a web-based platform:

1. Data and system security shall be over-seen by the CONTRACTOR. The CONTRACTOR shall provide system hosting and maintenance, as under this procurement CAMHD is seeking a software as a service (“SaaS”) solution.

2. CAMHD’s contracted Provider Agencies (“Provider Agencies”) must be able to directly interface and submit required documentation to CAMHD Credentialing electronically via the software.

B. Allow only CAMHD-assigned usernames and passwords for software solution access.

- C. Allow a minimum of six (6) administrator licenses. The administrator licenses are for internal CAMHD staff file review and credentialing section management and administrative use.
- D. Accommodate a minimum of fifty (50) additional users utilizing the web access. These additional users are for contracted Provider Agencies to submit records for credentialing consideration and engage in all aspects of the application process. This list of additional users is to be assigned and managed by the CAMHD, and is subject to reassignment as Provider Agencies' staff changes. The additional users, from contracted Provider Agencies, are required to have credentialing system access sufficient to allow document submit, application submit, updating, receiving notifications and responding to credentialing staff requests.
- E. Accommodate an unlimited number of facilities, locations and practitioners.
- F. Ongoing database backup and inclusive lifetime software updates.
- G. Unlimited and ongoing technical and training support included without additional cost, during Hawaii business hours of 7:30 am-4:30 pm Hawaii Standard Time. CAMHD requests both phone and remote-access user technical and training support, during Hawaii business hours. This is to include interactive phone and web remote user training, with options such as additional training, webinars, and knowledge base. No local onsite technical support is needed for this hosted system.
- H. A detailed Service Level Agreement ("SLA") for system availability and maintenance with specified response timeframes. Maintenance windows shall be scheduled outside of Hawaii business hours.
- I. Total data portability of Interface and Software permitted for CAMHD credentialed provider information, for all data elements.

II. Software Solution Capabilities.

The CONTRACTOR shall provide software with the following capabilities:

- A. Compatible with Windows 7 OS and above, and accessible via standard web browsers (e.g. Microsoft Internet Explorer/Edge, Mozilla Firefox, and Google Chrome).
- B. Data portability to import legacy data, and export all information, inclusive of records and logs on conclusion of solution contract termination. This data exchange is for the import and export capability of credentialing records, reports, notes, and any and all system data elements. Credentialing administrators shall have the capability to intake and output Excel and PDF files, for records updates. For data portability, the system shall extend the capacity to output all records into a separate standard Structure Query Language (“SQL”) database for data backup and reporting.
- C. Allow customizing and configuring views and requirements, to include:
 - 1. Custom provider-facing and reviewer-facing screens and field names,
 - 2. Specify configurable complete credentialing packet requirements,
 - 3. Configure data access permissions.
- D. Generate both custom and standard reports that:
 - 1. Create reports from selected data fields, and
 - 2. Allows CAMHD Credentialing to provide other CAMHD sections and Provider Agencies with requested information at any given time.
- E. Importing of existing data from Microsoft Access and Excel.
- F. Exporting data to other programs in Microsoft Office (Access and Excel), PDF, and other standard formats to:
 - 1. Allow CAMHD Credentialing to continue to send CAMHD Management Information Systems (“MIS”) the necessary information in the correct established format, and

2. Be used for reports to CAMHD Provider Agencies to confirm that the database only has the most current information. CAMHD requires the functionality of trailing monthly report generation, and the ability to export data for reporting out to MS Excel. The Credentialing goal is to ensure all information on providers is regularly updated.
- G. Allow data exports to be scheduled and run automatically, with log file generation.
- H. Perform automatic application auditing functions to check for completeness of submitted practitioner files to check and notify Provider Agencies and Credentialing Specialists of any missing documentation, and/or to confirm that the file is complete and is ready for approvals.
- I. Provide functionality to log, track, and generate notifications on the status of each application.
- J. Perform automatic correspondence generation and tracking with e-mail, print and fax support to replace manual follow ups for missing/outdated documentation, and with the software generating an automatic letter to be e-mailed to provider agencies.
- K. Scan and store document images:
1. The database must be able to store scanned images.
 2. The system must not overwrite previously existing documentation, with the functionality to archive all previous existing documents for audit and record keeping purposes.
 3. Easily upload supporting documents such as licenses and insurance certificates. Images must be linked directly to specific practitioner files for display, e-mail, or print, and tracking.
- L. Auto-populate forms to be used for private medical insurance credentialing as well as in making the re-credentialing process faster for CAMHD contracted provider agencies and practitioners.

- M. Automatically link to credentialing websites in order to retrieve primary source verifications.
- N. Provide notifications and alerts for expiring credentials and documentation, the database shall produce alerts to the Credentialing Specialists and the Provider Agencies of expiring credentials to avoid lapses in CAMHD credentialing, private medical insurance credentialing, to assure professional licensure is in good standing.
- O. Schedule tasks that can be run on demand, or upon notifications and alerts by web crawlers to automatically run queries and update any necessary information to ensure that all information is up to date. Some of the information that would be automatically run includes, but is not limited to: National Provider Identifier (“NPI”) records, Hawaii professional license information, and out of state professional license information.
- P. Run batch tasks and processes shall be able to run scheduled tasks individually and as batch jobs, without having to run each search individually.
- Q. Assign levels of access by unique user and by role:
 - 1. Allow assigning defined user roles in the system.
 - 2. Allow fine-grained control over what content different users will be able to view and edit.
- R. System management of workflows for Committee Meetings/Approval Processes:
 - 1. Allow sending out requests for voting to lists of Committee Members.
 - 2. Collect votes and notify Credentialing staff when enough votes have been collected.
- S. Complaint tracking:
 - 1. Allow flagging of practitioners who have had former complaints.

2. Permit appending of detailed notes, findings, and status of complaints made against practitioners.

T. Solution Maintenance & Issue Resolution:

Maintenance of the CONTRACTOR's software which shall include, but not be limited to:

- (1) Correcting any problem that has been reported by the CAMHD and does not meet agreed upon software specification;
- (2) Correcting any problem discovered by the CONTRACTOR or other Web-based SOFTWARE users that shall materially affect the performance and/or functionality of SOFTWARE;
- (3) Updating the SOFTWARE system with all corrections and enhancements on a date and time agreed to by the CAMHD and the CONTRACTOR;
- (4) Updating all data files affected by any correction and/or enhancement;
- (5) Acknowledging the reported problem, providing an action plan for resolving the reported problem, and reporting the status and/or resolving the reported problem no later than the time limits specified in the Problem Level Matrix below. The start of the time limit begins when the problem is reported and received by the CONTRACTOR. All problems reported by the CAMHD must have a problem level specified by the CAMHD of critical (cannot continue working until problem resolved); moderately critical (can do work, but processes disrupted with loss of productivity); or non-critical (problem resolution can wait, but needs to be resolved as soon as possible). If no problem level is specified, the problem level shall be deemed to be non-critical; and

PROBLEM LEVEL MATRIX			
Problem Level	Acknowledge Problem (in hours)	Action Plan (in hours)	Status Reporting and/or Resolution (in days)
Critical	0.5	1.5	1.5
Moderately Critical	4.0	8.0	3.0
Non-Critical	24.0	48.0	7.0

- (6) Providing maintenance and support of any SOFTWARE corrections and enhancements made during the time of performance of this Contract at no additional cost to the CAMHD.

U. Software Solution Training:

Providing, supporting, and maintaining a SOFTWARE Training Site that shall be functionally identical to the Production Site and shall include, and not be limited to:

- (1) Availability seven (7) days a week, 7:00 AM to 7:00 PM HST;
- (2) Updates to the latest version of the SOFTWARE Production System software within forty-eight (48) hours after any updates are made to the SOFTWARE Production System;
- (3) Full database backup at least once a week; and
- (4) Use HST when displaying date and time on all SOFTWARE screens and reports, if applicable, and when date and time-stamping of all SOFTWARE records that require date and time.

V. Software Solution Testing:

- (1) Providing and maintaining a SOFTWARE Test Site that shall be used to test any corrections and enhancements prior to updating the SOFTWARE Production Site and SOFTWARE Training Sites.

W. Software Solution Network Infrastructure:

The CONTRACTOR shall provide, maintain, and support the hardware, system software, and network infrastructure required to host the SOFTWARE Production Site and be accessible over the internet.

The SOFTWARE Production Site shall:

- (1) Be a secure web site and solution that is Health Insurance Portability and Accountability Act of 1996 ("HIPAA") compliant;
- (2) Be accessible twenty-four (24) hours a day, seven (7) days a week to all SOFTWARE users such that SOFTWARE Credentialing data may be entered and displayed;
- (3) Be accessible by all SOFTWARE users a minimum of **ninety-nine percent (99%)** of each business week, excluding the times required for scheduled data backups and planned system upgrades;
- (4) Use HST as the default date and time for date and time stamping data records and when displaying date and time on all SOFTWARE screens and reports;
- (5) Have all SOFTWARE database(s) backed up daily, at a minimum incrementally (with only updates made since the last backup), and with a full database backup at least once a week. All backup times shall be agreed to by the CAMHD and the CONTRACTOR. The CONTRACTOR shall publish on SOFTWARE Production system the backup schedule for the CAMHD; and
- (6) Provide the CAMHD with documentation that identifies the current hardware, software, and network configuration used to host SOFTWARE.

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Department of Health
DOH	=	Department of Health
SPO	=	State Procurement Office of the State of Hawaii
CAMHD	=	Child and Adolescent Mental Health Division
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
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The furnishing of Credentialing Software, shall be in accordance with these Specifications and Special Conditions of IFB No.460-16-01. The State's General Conditions, Form AG-008 (current version as attached) and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Contract arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror must be registered as a Vendor in the Hawaii Electronic Procurement System ("HlePRO"). Vendor will submit quote electronically on HlePRO. Notice of award will be issued on HlePRO.

PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Janet Ledoux

CAMHD Public Health Administrative Officer

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-4198

Email: janet.ledoux@doh.hawaii.gov

ISSUING OFFICER

The individuals listed below are the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Primary Contact

John MacDonald

Program Specialist

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-9338

Email: John.MacDonald@doh.hawaii.com

Alternate Contact*

Steven Osa

Program Specialist

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-8386

*If the Primary Contact is unavailable or absent, contact the Alternate Contact

CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is Ms. Janet Ledoux, or her designated representative, telephone (808) 733-4198.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing services for a twelve-month (12) period commencing from the official date on the Notice to Proceed. Unless terminated, contract can be extended for not more than five (5) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least three (3) months prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

BIDDER QUALIFICATION

1. Bidder shall have a minimum of three (3) years of providing Credentialing Software experience prior to bid opening date.
2. Bidder shall be the authorized distributor of the credentialing software

3. Bidder shall have at the time of bidding, submitted for a Certificate of Vendor Compliance from Hawaii Compliance Express. **Bidder shall be compliant prior to the issue of the Contract.** In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.
4. Bidder shall be familiar with the attached Hawaii State General Conditions and shall agree to be compliant with the General Conditions as a part of the awarded Contract.

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 §103D-310(c), HRS:

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

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

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

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

INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer in the QUESTION AND ANSWER SECTION by October 16, 2015, 3:30 p.m. (HST). Only those electronic written inquiries received by the deadline shall be responded to on or around October 19, 2015. All questions and answers will be automatically forwarded to registered vendors.

The State will host a telephone pre-bid conference call on Friday, October 23, 2015 at 9:00 A.M. HST. Vendors that would like to participate in the conference call should notify the Issuing Officer John MacDonald at john.macdonald@doh.hawaii.gov for instructions on joining the conference call by October 21, 2015,

The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

BID PREPARATION

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

The authorized signature on the first page of the Offer Form shall be an original signature in ink. The signed page shall be scanned and returned as an attachment with the Offer.

If Offeror is selected for award the original signed copy shall be required prior to the issuing of the Contract

Offer Form, Page OF-2. Offeror is requested to submit with its offer Form OF-2 as an attachment with the Offer. The page shall be scanned and returned with the Offer.

Bid Quotation. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. **Bid Price will be for the initial three (3) year period of the Contract covering the software installation, on-line training,**

maintenance, and provide a minimum of 6 administrator licenses. Must accommodate a minimum of 50 additional users utilizing the web access. Bid must include any additional expense required in complying with the Scope of Work shown on page S-1 to S-5. State Funding for first three (3) years is capped at SIXTY-SIX THOUSAND AND 00/100 (\$66,000.00). **Bid shall include an attachment estimated additional annual expense for the software for contract extensions for year's four (4) to six (6) if contract is extended.** Payments will be scheduled and prorated annually per negotiated agreement prior to contract completion and start of contract. **OFFER FORM BID shall be included as an attachment in support of HlePRO Bid for initial three (3) year Bid.**

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

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

Insurance. Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the included Specifications.

References. Bidder shall list as references companies for whom bidder has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about bidder's past performance.

Confidential Information.

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily

separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

SUBMISSION OF OFFER

Offers shall be received through the HlePRO no later than the date and time stated on the cover page of the IFB and as stated in HlePRO. Timely receipt of offers shall be evidenced by the date and time registered by the HlePRO system.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. If the lowest responsive and responsible Offeror is not compliant in Hawaii Compliant Express (HCE) prior to the award, the Offeror shall have twenty-eight (28) business days after Notice of Intend to Award to ensure compliance. If the Offeror is not compliant at the end of this period, the State may withdraw the award.

Hawaii Compliance Express. Vendors may use the Hawaii Compliance Express (HCE), which 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 §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors for HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

If the Offeror prefers to provide the required clearance forms other than through the HCE then follow the instruction listed below:

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 Contract start date.

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://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
 1-800-222-7572

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) 539-1573

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 issuing officer. However, the tax clearance certificate shall be submitted to the issuing officer within fourteen (14) days of the Notice of the Intend to Award.

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 issuing Officer. A photocopy of the certificate is acceptable to the issuing officer.

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://hawaii.gov/labor/formsall.shtml> 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 issuing officer.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Issuing officer. However, the certificate shall be submitted to the Issuing officer.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. 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 Issuing officer. A photocopy of the certificate is acceptable to the issuing officer.

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. 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.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the 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. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which 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 §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. 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). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the issuing officer 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 Contract.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offers, and the prices quoted by the Offeror shall remain firm for the sixty day period or a longer period as may be allowed upon mutual agreement of the parties.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the

Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

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

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

LIABILITY INSURANCE

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

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

- (1) The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.
- (2) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii a certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the certificate policy or policies.

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

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

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

INSPECTION

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

INVOICING

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Payments shall be made in quarterly installments upon the quarterly submission by the CONTRACTOR of an original invoice for the services to be provided in accordance with CONTRACT Attachment-S1, "Scope of Services," and in accordance with the costs identified in the BUDGET to be attached hereto as Exhibit "A" and made a part of the Contract. The STATE shall withhold not more than five percent (5%) of the total contract amount until final settlement of this Contract.

Contractor shall submit original invoice to the following address:

Department of Health
Child and Adolescent Mental Health Division
Fiscal Section
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816

Invoice shall reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the 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. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu. **Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.**

PAYMENT

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

The State will not recognize any requirement established by the 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.

REMOVAL OF CONTRACTOR'S EMPLOYEES

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

LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages is fixed at the sum of No DOLLARS (\$0.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to

deduct from any moneys due or that may thereafter become due the 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 posting of the award as listed below; 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.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Janet Ledoux, Kilauea Avenue, Room 101, Honolulu, Hawaii 96816.