



Department of Health

Child and Adolescent Mental Health Division

May 4, 2023

Hawaii Electronic Procurement System (“HiePRO”) Invitation For Bids (“IFB”) No. CAMHD 460-23-06

Sealed Offers For Record Management and Storage Services For The Island of Oahu

SHALL BE RECEIVED VIA HIEPRO UP TO 3:30 P.M. HAWAII STANDARD TIME (“HST”)

ON MONDAY, MAY 15, 2023

BY THE STATE OF HAWAII’S (“STATE”), DEPARTMENT OF HEALTH (“DOH”) CHILD AND

ADOLESCENT MENTAL HEALTH DIVISION (“CAMHD”),

CONTRACT MANAGEMENT SECTION (“CMS”), 3627 KILAUEA AVENUE, ROOM 101,

HONOLULU, HAWAII 96816.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION USING THE QUESTION AND

ANSWER SECTION OF HiePRO BY 2:00 P.M. HST ON MONDAY, MAY 08, 2023.

Procurement Officer
Child and Adolescent Mental Health Division
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816

Dear Sir/Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. CAMHD 460-20-03, the STATE's General Provisions for Goods and Services Hawaii Revised Statutes ("HRS") Chapter 103D, and the STATE's General Conditions, Form AG-008 (current version) included and made a part hereof; 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, HRS, 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)

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

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 _____

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

2. No. of years experience in _____: _____

3. Address of warehouse: _____

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 for whom bidder has performed services or is currently providing services comparable to the service specified herein:

	<u>Firm/Agency</u>	<u>Contact Person</u>	<u>Telephone</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

Offeror _____
(Name of Company)

May 4, 2023

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)**

Subject: IFB No.: CAMHD 460-23-06

Title of IFB: Document Destruction for the Islands of Hawaii, Kauai, and Maui

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the Contract in excess of \$25,000, the services to be performed shall be performed under the following conditions:

1. All applicable laws of the federal and STATE governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with; and

2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

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 _____

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

Reference: ADM. SERV. OFFICE LOG NO. TBD
(Contract Number)

CAMHD 460-23-06
(IFB 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: _____

SPECIFICATIONS

SCOPE OF WORK

Work shall consist of furnishing Secure Storage and Retrieval Services for confidential documents and media to the Department of Health, Child and Adolescent Mental Health Division, 3627 Kilauea Avenue, Honolulu, Hawaii 96816 and its remote branches on Oahu shown below. It shall also consist of furnishing all labor, equipment, tools and materials to perform all services specified herein.

Location	Schedule*
Child and Adolescent Mental Health Division Diamond Head Health Center 3627 Kilauea Avenue, Room 101 & 405 Honolulu, Hawaii 96816	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section
Honolulu Family Guidance Center Diamond Head Health Center 3627 Kilauea Avenue, Room 401 Honolulu, Hawaii 96816	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section
Central Oahu Family Guidance Center - Kaneohe 45-691 Keaahala Road Kaneohe, Hawaii 96744	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section
Central Oahu Family Guidance Center – Pearl City 860 Fourth Street, 2 nd Floor Pearl City, Hawaii 96782	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section
Family Court Liaison Branch Hawaii Youth Correctional Facility (HYCF) 42-477 Kalanianaʻole Highway Kailua, Hawaii (Oahu) 96734	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section
Leeward Oahu Family Guidance Center 601 Kamokila Boulevard, Suite 355 Kapolei, Hawaii 96707	Upon Request All pickups and deliveries must be approved by the CAMHD Contract Management Section

GENERAL DESCRIPTION

The Child and Adolescent Mental Health Division (“CAMHD”) is in need of secure record management and storage services to maintain confidential records. The CONTRACTOR must also provide access to stored records including pickup and delivery services as needed.

The work to be performed by the CONTRACTOR shall include the following:

- A. Initial pick up of an estimated eight hundred (800) boxes (approx. size 10” x 12” x 15”) of electronic and/or paper records from CAMHD from a storage facility at No Charge. All current storage boxes shall be recoded with the new CONTRACTOR’s inventory control system labels at no charge while providing a cross reference of current Bar Codes in an Excel spread sheet allowing CAMHD to identify location of documents using old and new system if needed.
- B. Deliver boxes from storage as requested to CAMHD and Pick up boxes from CAMHD upon completion of review or audit and re-file at storage facility.
- C. Pick up additional boxes of electronic and/or paper records from CAMHD as requested to be filed at storage facility.
- D. Provide delivery within three (3) business days of requested records according to when the request for records has been received by the CONTRACTOR.
- E. Provide rush delivery within one (1) business day in the event of urgent requests by CAMHD.
- F. Provide destruction services for Banker’s Boxes that are no longer needed or have met their destroy date as determined by CAMHD.
- G. Have a system for accurate tracking of records for ease of retrieval.
- H. Be trained and compliant with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.
- I. Have hazard protection systems for risk factors such as fire, or water damage.
- J. Have adequate security or surveillance of facility to ensure the safety and privacy of CAMHD files.

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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
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
GET	=	General Excise Tax

SCOPE

The document destruction services shall be in accordance with these Specifications and Special Conditions of IFB No. CAMHD 460-23-06, the STATE's General Provisions for Goods and Services HRS Chapter 103D which is attached hereto as Attachment 2, the STATE's General Conditions, Form AG-008 (current form) which is attached hereto as Attachment 3, and applicable Contract forms.

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 HlePRO system. The Vendor shall submit quote electronically in the HlePRO system. Notice of Award shall be issued on HlePRO. The Contract shall be issued separately after award.

PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR

The Procurement Officer and Contract Administrator are both responsible for administering and overseeing the Contract, including monitoring and assessing the CONTRACTOR performance. The Procurement Officer and Contract Administrator for the Contract is:

Janet Ledoux
Administrative Officer
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816
Telephone: (808) 733-4210
Facsimile: (808) 733-8375
Email: janet.ledoux@doh.hawaii.gov

ISSUING OFFICER

The individual listed below is the sole point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract shall be awarded:

Michael Mason
TA Contract Specialist
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816
Telephone: (808) 733-4210
Facsimile: (808) 733-8375
Email: michael.mason@doh.hawaii.gov

TERM OF CONTRACT

The CONTRACTOR shall enter into a Contract for furnishing services for a twelve (12) month period commencing on July 1, 2023 and ending on June 30, 2024.

Unless terminated, the Contract shall be extended for not more than five (5) additional twelve (12) month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least one (1) month 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 thirty (30) days prior written notice.

Initial term of Contract:	<u>July 1, 2023 to June 30, 2024</u>
Length of each extension:	<u>Twelve (12) months</u>
Number of possible extensions:	<u>Five (5) yearly extensions</u>
Maximum length of Contract:	<u>Seventy-two (72) months</u>

FUNDING

Funding is subject to appropriation, budget execution policies, availability of funding, and the needs of the CAMHD. The CAMHD reserves the right to increase reimbursement rates as it deems fit if and when additional funding becomes available. Any adjustment in Contract price shall be made by written modification on a fixed price adjustment before commencement of the pertinent performance period.

BIDDER QUALIFICATION

1. Bidder for each location shall have mobile equipment for pickup and a permanent facility for the destruction of materials on the respective Island at the time of bid submittal. Address, telephone number, and name of contact person shall be listed on the appropriate Offer Form page. Separate Contracts may be issued for each Island location awarded. One (1) Contract per Island is desired.
2. Bidder shall have a minimum of three (3) consecutive years of experience in shredding and recycling paper products as well as materials (such as floppy disk, CD or DVD storage media) other than paper products in the STATE prior to bid opening date. Bidder should be NAID Certified for paper, electronic media, and computer hard drive destruction. Proof of experience and certification shall be required.

3. Bidder shall have at the time of bidding, a compliant Certificate of Vendor Compliance (“CVC”) from Hawaii Compliance Express (“HCE”) or the equivalent certificates from the various STATE agencies listed on page SC-10. 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 HCE compliant or provide the equivalent certificates within fourteen (14) days of the release of the Intent to award.
5. Bidder shall be trained and knowledgeable with the applicable Health Insurance Portability and Accountability Act (“HIPAA”) requirements and shall sign a Business Associate Agreement (“BAA”) which is attached hereto as Attachment 1 and shall be attached to the 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 shall be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect at their own expense the various locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the Contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Appointment to inspect the delivery and pickup areas may be made by contacting the FGC's Point of Contact as shown on page S-1 between the hours of 8:00 a.m. to 3:00 p.m., except on weekends and STATE holidays.

INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer in the HlePRO QUESTION AND ANSWER SECTION by May 08 2:00 p.m. HST. Only those electronic written inquiries received by the deadline shall be responded to on or around May 10, 2023. All questions and answers will be automatically forwarded to registered vendors. The STATE's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum to the IFB.

BID PREPARATION

Offer Form, Page OF-1 & OF-2. Offeror is required to submit Page OF-1 and OF-2 with its HlePRO offer using Offeror's exact legal name as registered with the STATE's Department of Commerce and Consumer Affairs ("DCCA") and as shown in HCE, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the Contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. The signed page shall be scanned and returned with the Offer or may be faxed to the Issuing Officer Michael Mason at 808 733-4210 if unable to scan documents. Call or email the Issuing Officer if you need to fax the supporting documents. If Offeror is selected for award the original signed copy may be required prior to the issuing of the Contract.

Bid Quotation. Bid price per secure document console shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. One (1) Contract shall be awarded for each Island. Note that the Big Island has three (3) separate locations that require pickup service. All locations are shown on the IFB page S-1. Contractor may bid one (1) line item or all line items. **The qualifying bid price shall be pickup price per one (1) console by line item. Note the bids must be made in HlePRO.**

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 STATE's 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 Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of GET 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, awardee shall provide insurance coverage for contents in accordance with the included Liability Insurance specifications on page SC-13.

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 bidders 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 system 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. Supporting detail that is physically unable to be transmitted electronically shall be identified in the HlePRO offer and with the approval of the Issuing Officer may be delivered and must be received at the above address within ten (10) calendar days by 3:30 pm HST of the Offer deadline.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Before any Offeror enters into a Contract to perform services **in excess of \$25,000** for any STATE government agency, the offeror shall complete and submit the attached wage certification by which offeror certifies that the services required shall be performed pursuant to Section 103-55, HRS.

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 compliance documents have not been submitted to the Issuing Officer prior to award, the lowest responsive and responsible offeror shall produce documents within fourteen (14) days of the receipt of the Intent to Award notice to the Issuing Officer to demonstrate compliance with this section. Failure to provide the compliance documents as required shall result in the Offeror being deemed non- responsive.**

HCE. Instead of separately applying for these certificates at the various STATE agencies as shown below, vendors may choose to use the HCE, which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a Certificate of Vendor Compliance (“CVC”). The HCE provides current compliance status as of the issuance date. The CVC 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 HCE services shall be required to pay an annual fee currently \$12.00 to the Hawaii Information Consortium, LLC (“HIC”). Vendors choosing not to participate in the HCE program shall be required to provide the paper certificates 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 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 Issuing Officer.

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

DOTAX Website (Forms & Information): <http://hawaii.gov/tax>

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 DOTAX, 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.

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 STATE's 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, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR #27 which is available at <http://hawaii.gov/labor> or at the neighbor island DLIR District Offices. The DLIR shall 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's DCCA Business Registration Division ("BREG"). The Certificate is valid for six (6) 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 be compliant in HCE or CONTRACTOR is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract.

In addition to the HCE compliance or tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, shall 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.

Timely Submission of all Certificates. The HCE compliance or the above certificates should be applied for and submitted to the Issuing Officer as soon as possible. If HCE compliance or a valid certificate is not available online with-in fourteen (14) business days for award of a Contract, an offer otherwise responsive and responsible may not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, shall be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for a sixty (60) days 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 (12) month period is mutually agreed upon, CONTRACTOR shall be required to execute a modification supplement to the Contract.

The CONTRACTOR or the STATE may terminate the extended contract period at any time upon thirty (30) days with prior written notice.

CONTRACT DATE

Work shall commence on the official commencement date specified in the Contract.

No work is to be undertaken by the CONTRACTOR prior to the official commencement date in the Contract. 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.

GENERAL LIABILITY/AUTOMOBILE 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 its 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 itself or by an 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 the 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."
3. "It is agreed that any insurance maintained by the STATE shall 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 a Certificate of Insurance ("COI") 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 the Contract,

including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy or policies.

After the Notice of Award, the Awardee shall have fourteen (14) business days to provide a copy of the required COI that references the Contract's ASO LOG NO. in the Description of Operations section of the COI.

The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its COI form be cancelled, limited in scope, or not renewed upon expiration.

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under the 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 the 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 the 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.

CONTRACTOR shall submit original and two (2) copies of the invoice for the Contract to the following address:

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

Invoice shall reference the ASO LOG NO. as shown on the Contract.

A current CVC issued through the HCE system, shall be acceptable for final payment requirements.

Alternately, a tax clearance certificate, not over two (2) 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, shall 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 Quicklinks.

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 shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE shall reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The STATE shall 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 the HRS.

Original monthly claims must be submitted within thirty (30) calendar days after the last day of each calendar month. All submissions and corrections must be properly received by the CAMHD no later than ninety (90) days after the last day of the billing month.

Should the CONTRACTOR need to bill beyond the ninety (90) days, documented contact must be made with the CAMHD Provider Relations before the end of the ninety (90) days. However, no payment shall be made for claims submitted more than twelve (12) months after the last day on which services were rendered or more than six (6) months following the end of the Contract period, whichever period is shorter.

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.

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, the General Provisions for Goods and Services HRS Chapter 103D, 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, CAMHD, 3627 Kilauea Avenue, Room 101, Honolulu, Hawaii 96816.

