

STATE OF HAWAII DEPARTMENT OF TAXATION

HONOLULU, HAWAII

September 5, 2024

REQUEST FOR QUOTES (RFQ) DOTAX-RFQ-FY25-01

SHREDDING SERVICES DEPARTMENT OF TAXATION

Offers shall be submitted via the Hawaii State eProcurement System (HIePRO) no later than the date and time stated on HIePRO and in strict accordance with the instructions herein. Questions shall be submitted via HIePRO and answers will be posted on HIePRO by the deadline stated.

The Department of Taxation reserves the right to reject any or all bids and to waive any defects when such rejection will be in the best interest of the public.

INSTRUCTIONS TO OFFERORS

- 1. Offers must be submitted via HIePRO. Please use the Offer Form found at the end of this solicitation. Offers received after the deadline shall not be accepted.
- 2. Any offer that contains any erasures or alterations not properly initialed or that contains other irregularities may be rejected as not in the best interest of the public. Any offer which constitutes a conditional offer, or a counter proposal will be rejected outright.
- 3. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the General Excise Tax (GET) and all other applicable taxes. If, however, the offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 4. In case of error in extension of offer price, unit price shall govern.
- 5. Costs for developing the proposal are solely the responsibility of the offeror, whether or not any award results from this solicitation. The State of Hawaii shall not reimburse such costs. All proposals become the property of the State of Hawaii.
- 6. DOTAX will award the contract as a lot, all or none basis, to the lowest-priced responsive, responsible offer or, when applicable, on the offer that provides the best value to the State.
- 7. To be awarded a contract under this solicitation, the offeror shall be compliant with all laws governing entities doing business in the State of Hawaii. Prior to awarding this contract, DOTAX shall verify compliance.

Vendor Compliance – Hawaii Compliance Express (HCE):

Vendors may choose to use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

- 8. Please read the General Conditions (AG-008), which is made part of this contract and was uploaded on HIePRO.
- 9. Open Public Records: Per HRS § 92F-12, Agency records that must always be disclosed includes Government purchasing information, including all bid results (except as prohibited by HRS § 92F-13). Your offer and any attachments will be open public records. If an exception applies, mark that information "Confidential." For example, proprietary information such as trademarks or copyrights may be marked as "Confidential" if you do not want that information open for public inspection.

SCOPE OF SERVICES

The Department of Taxation is seeking both on-site and plant-based shredding services for the tax offices located on Oahu, Hawaii, Maui, and Kauai. Preferable schedule and day are requested, but not required and alternative options will be considered.

Location	On-Site	Plant-Based	Consoles	Boxes	Preferable	Preferable Day
				(estimate)	Schedule	
Oahu (Honolulu)	Х		41	150	Every 3 weeks	Tuesdays
Hawaii (Hilo)		Х	3	6	Every 8 weeks	Wednesdays
Maui (Kahului)		Х	5	10	Every 4 weeks	Thursdays
Kauai (Lihue)		Х	3	0	Every 8 weeks	Thursdays

On-site shredding services shall be same-day service with a mobile shredding unit. A DOTAX employee will be present during the on-site shredding.

Plant-based or off-site shredding services shall require the contractor to pick up the documents and transport them to the Contractor's secure facility for shredding.

Consoles are secured and locked shred bins that can accommodate approximately 100 pounds of paper. Consoles shall be provided by the Contractor.

Boxes are open trays with the following dimensions: length of 18", width of 12", and height of 8.5". Height of 8.5" determined as paper will be placed on its side and will protrude over the top of the tray. Please note the box quantity in the table above are estimates only. The number of boxes will vary. DOTAX uses boxes to contain any overflow of documents to be shred. DOTAX will provide the boxes and fill them up as needed.



The Contractor shall provide all the necessary equipment, vehicles, personnel, and supervision to satisfactorily perform the shredding services.

Shredding must destroy paper using crosscut shredders that produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in) in size or smaller or pulverize/disintegrate paper materials using disintegrator devices equipped with a 2 inch or smaller security screen.

Should a State holiday fall on a scheduled pick-up day, pick-up shall be scheduled for the next workday or rescheduled on a mutually agreed upon date and time.

SPECIAL PROVISIONS

Contractor:

The term "Contractor" means an individual, partnership, firm, corporation, or other legal entity undertaking the execution of work under the terms of the contract with DOTAX, and acting directly or through his, their or its agents, employees, or sub-contractors.

Performance Bond:

No performance bond is required for this contract.

Subcontracting:

No portion of the work shall be subcontracted without the prior written approval of DOTAX.

Invoicing and Payment:

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

Confidentiality:

The Contractor and its subcontractors, employees, and agents shall be responsible for the security and confidentiality of any and all DOTAX documents and information. The Contractor and its subcontractors, employees, and agents fully understand it is unlawful to make known information provided by DOTAX, including, but not limited to, information imparted by any tax return or record to be seen or examined by any unauthorized person or to make copies of tax information under either the Internal Revenue Code of 1986, as amended (26 U.S.C.), or Hawaii law. Any breach of this provision shall be cause for termination of this Contract and shall subject the Contractor, its employees, agents, and subcontractors to prosecution as provided by federal and state law.

Internal Revenue Service Publication 1075 Tax Information Security Guidelines, Exhibit 7 Safeguarding Contract Language shall be made part of this agreement.

Interpretations of Provisions:

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of the contract, the interpretation given and made by the Department of Taxation, Administrative Services Office, shall govern and control. In addition, the parties agree that the Department of Taxation, Administrative Services Office shall have the sole power to decide and resolve matters that may come up in the future and that are not covered by the contract.

Conflicts and Variations:

In the event of any conflict or variation between the provisions of the Special Provisions and the General Conditions, the provisions of the Special Provisions shall control.

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 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 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> Commercial General Liability	<u>Limits</u> \$1,000,000 per occurrence \$2,000,000 aggregate
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 per accident

Contractor shall deposit with the Department a copy of their current Acord 25 Certificate of Liability Insurance (COI). COI shall be current and provided annually to DOTAX or upon request.

Special License or Certification: The contractor shall be certified (i.e., NAID) for document destruction for each island and shall provide this certification to DOTAX. Certification shall be current and provided annually to DOTAX or upon request.

OFFER FORM

DOTAX-RFQ-FY25-01 SHREDDING SERVICES FOR THE STATE OF HAWAII DEPARTMENT OF TAXATION

Offeror:

____2024

Gary S. Suganuma Director of Taxation 830 Punchbowl Street Honolulu, Hawaii 96813

Dear Director Suganuma:

The following offer is made to provide the goods and services indicated in the following offer to the Department of Taxation, State of Hawaii, at the location required in the Scope of Services, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he/she/it has carefully read and understands the terms and conditions specified in the Instructions to Offerors, the Scope of Services and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request, for this contract, and that the Administrative Services Officer reserves the right to reject any or all offers and to waive any defects when in his/her opinion such rejection or waiver will be in the best interest of the Department of Taxation.

The undersigned further understands and agrees that by submitting this offer, 1) he/she/it is declaring his/her/its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited state contracts, and 2) he/she/it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes SHREDDING SERVICES FOR THE STATE OF HAWAII DEPARTMENT OF TAXATION in strict compliance with the Instructions to Offerors, Scope of Services, Special Provisions, and General Conditions, for the one-year Total Offer Price (inclusive of all federal, state and local taxes and any other costs incurred) of:

Dollars

(\$_____

A breakdown of the Total Offer Price is as follows. Please attach any additional pricing worksheet.

Location	Estimated Annual Cost
Oahu (Honolulu)	
Hawaii (Hilo)	
Maui (Kahului)	
Kauai (Lihue)	

The undersigned represents: (Check one only)

- $\hfill\square$ A Hawaii business incorporated or organized under 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 and has a separate branch or division in the State that is capable of fully performing under the contract.

State of Incorporation	
Offeror is:	
□ Sole Proprietor □ Partnership □ Corporation □ Other	
If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the c under which the contract, if awarded, will be executed:	orporation
Federal I.D. No.:	
Hawaii General Excise Tax License No.:	
Payment address (other than <u>business</u> address below):	
Business address:	

Respectfully Submitted,

(x)____

Authorized Original Signature

Date:

Name and Title (Please Type or Print)

Telephone No.:

Email Address: _____