

**STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
Maui Child Welfare Services
53 S. Puunene Avenue, Suite 130
Kahului, Hawaii 96732**

Release Date: Friday, January 10, 2025

INVITATION FOR BIDS

IFB No. IFB-DHS-SSD-CWS-450-25

**TO PROVIDE
JANITORIAL SERVICES
FOR THE DEPARTMENT OF HUMAN SERVICES
ISLAND OF MAUI**

**Offers will be received up to Friday, January 17, 2025 at 2:00 P.M. HST on the
State of Hawaii Electronic Procurement System (HlePRO).**

**Questions related to this solicitation shall be directed to Ms. Annie Reinecke at
(808) 243-5257, facsimile at (808) 243-5140 or e-mail at
areinecke@dhs.hawaii.gov.**

Janitorial Services for the Department of Human Services, Maui
IFB No. IFB-DHS-SSD-CWS-450-25

To: Department of Human Services
SSD/CWSB/Maui Child Welfare Services
53 S. Puunene Ave. Ste. 130
Kahului, HI 96732

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids attached hereto, and in the General Conditions, Appendix A by reference is made a part hereof and attached hereto submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

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

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

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **or**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii as a separate branch or division capable of fully performing under the contract. State of Incorporation: _____.

Offeror is a: Sole Proprietor Partnership Corporation Joint Venture Other

Hawaii General Excise Tax License No. : _____
Federal I.D. No.: _____

Respectfully submitted:

Date: _____

Exact Legal Name of Company (Offeror) *

Telephone No.: _____

Authorized Signature

Facsimile No.: _____

Print Name

Email address: _____

Payment address, if other than street address at right:
(address, city, state, zip code)

Title

Street Address (Not P.O. Box)

City, State, Zip Code

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

If Offeror is not able to provide services during the times specified on the Attachments, Offeror must offer an alternate time for consideration. Offers that meet the time schedules will be given first consideration. Bid Prices offered should not include any taxes for evaluation purposes. Inclusion of taxes will be allowed for payment purposes.

The following bid is hereby submitted for Janitorial Services for the Department of Human Services as specified herein:

<u>Description</u>	<u>Unit Bid Price</u>	<u>Period</u>	<u>Total Bid Price</u>
a. General Services performed on a Daily, Weekly, and Monthly basis	_____ /mo.	12	\$ _____
b. Periodic Services Quarterly	_____ /mo.	4	\$ _____
TOTAL BID PRICE:			\$ _____
Alternate Time Schedule: _____			

Offeror: _____
(Name of Company)

OFFEROR SHALL COMPLETE THE FOLLOWING:

- 1. Percentage of unit bid price representing employee wages: _____ %
- 2. Permanent Office Address: _____

Telephone No.: Office _____
 Cell: _____
 Pager: _____

Branch Office Address:
(If Applicable) _____

Telephone No.: Office _____
 Cell: _____
 Pager: _____

(Contractor must be able to verbally respond to the State within two (2) hours of call/request).

3. Insurance Coverage	Carrier	Policy No.
Commercial General Liability:	_____	_____
Automobile:	_____	_____
Temporary Disability:	_____	_____
Worker's Compensation:	_____	_____
Prepaid Health Care Plan:	_____	_____
Unemployment Insurance:	State of Hawaii Labor No.:	_____

If you are not required to have one or more of the above coverage, please explain:

References:

Names and addresses of companies or government agencies for which Offeror has provided or is currently providing janitorial services:

	<u>Name:</u>	<u>Address:</u>	<u>Contact:</u>	<u>Telephone No.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Offeror: _____
(Name of Company)

SPECIFICATIONS FOR JANITORIAL SERVICES FOR MAUI CWS OFFICE

INTRODUCTION:

The State of Hawaii ("STATE"), Department of Human Services ("DHS"), Social Services Division ("SSD"), requires private janitorial cleaning services for the Maui Child Welfare Services located in Kahului on the island of Maui.

GENERAL DESCRIPTION:

This contract shall require services located at 53 S. Puunene Avenue, Suite 130, Kahului, Hawaii 96732 during the workday and preferably between the hours of 1:30 p.m. and 4:30 p.m. Services are not needed on weekends and on State-observed holidays.

The Contractor shall provide a highly skilled team of polite and professional cleaning technicians to clean the premises and shall furnish all labor, equipment, cleaning supplies, equipment and materials, and supervision to satisfactorily perform the services specified herein at the DHS/Maui Child Welfare Services office.

The State shall furnish toilet tissue, hand towels, hand soap, incandescent and florescent lamps, and trash can liners; however, the Contractor shall be responsible for replenishing these supplies in the proper receptacles or fixtures as required. Contractor shall contact Administrator for supplies. Contractor shall notify the State when supplies are needed and shall allow at least fifteen (15) business days for the acquisition of such supplies.

The contractor shall furnish all other cleaning supplies and equipment, including but not limited to ladders, brooms, mops, vacuum cleaner, buffer, sponges, brushes, disinfectants, cleaning detergents and soaps, carpet shampooing supplies and equipment, etc. necessary to preform the specified services.

DESCRIPTION OF THE WORK:

SPECIFICATIONS:

1) General Services

A. Required Daily Services, unless specified otherwise below.

1. Room cleaning, including but not limited to office, conference rooms, lunchrooms, etc.

- a. Empty and reline all wastebaskets with plastic liners and remove trash.
- b. Floors: Sweep/Vacuum and/or wet mop entire office, hardwood and carpeted floors, including under and around all office furnishings. Replace moved furniture and equipment in the proper location.

- c. Sanitize door handles.
- d. Wipe, sanitize all counter and table surfaces, including water refill station.
- e. Weekly:
 - i. Dust, vacuum, spot clean as applicable all horizontal and vertical surfaces of modular furniture, file cabinets, bookcases, chairs, windowsills, doors, and fire extinguisher cabinets, etc. and spot clean walls and doors within approximately 70 inches from the floor.
 - ii. Spot clean carpeted areas as necessary.

2. Restroom cleaning, including sinks, etc.

- a. Empty all trash receptacles and service dispensers. Wipe, wash, if necessary, clean, and replace in proper location. Remove trash.
- b. Clean, disinfect, and wipe interior and exterior surfaces of the toilet, and toilet seat. Remove toilet rings, stains, etc.
- c. Clean, disinfect, and wipe wash basins. Remove stains.
- d. Polish all chrome and stainless-steel fixtures and dispensers once a week and clean and sanitize on remaining days.
- e. Service and replenish all dispensers with paper supplies, soap, etc. as needed.
- f. Clean mirror with appropriate cleaners.
- g. Sweep, mop, and sanitize floor with germicide cleaner. Scrub all floors to remove stubborn stains.
- h. Clean walls, if needed.

3. Lobby, Entrances, Hallways, as applicable:

- a. Sweep, and/or dust, and/or vacuum all assigned areas, including under chairs.
- b. Wipe, clean, or disinfect counters.

4. Trash:

- a. Collect and remove all trash to buildings collection area/receptacle.

5. Other Services:

- a. Change burnt-out light bulbs and fluorescent lamps, as required. Dispose of burnt-out bulbs and fluorescent lamps in building's refuse collection area.
- b. Spot clean carpet, as necessary.
- c. Dust, clean light fixtures.

2) Quarterly Services

1. Windows: Clean interior and exterior surfaces of windows.
2. Blinds and Roller Shades: Dust and clean all horizontal blinds and roller shades.
3. Air Conditioning ducts and vents: Vacuum and clean
4. Carpeted areas: shampoo all areas, if necessary.

SAFETY MEASURES

It shall be the Contractor's responsibility to provide and utilize safety signs, barricades, and any other safety device(s) during performance of the service. These safety device(s) shall be set up by the Contractor whenever Contractor's employees are performing services such as window cleaning, shampooing carpets, wet mopping, and whenever a ladder is being used. Safety device(s) shall be set up in a manner to restrict access to the area, to prevent accidents to State personnel and the general public.

Contractor shall adhere to all provisions of the Hazard Communication Standard pertaining to the use of hazardous chemicals at the job site and as administered by the State of Hawaii, Department of Occupational Safety and Health (DOSH). This requirement includes but is not limited to the following:

1. Caution signs shall be provided and displayed at each location where there is exposure to toxic chemicals and harmful physical agents. Labels shall be affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger.
2. Contractor shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents in the employer's workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.
3. Contractor's employee required to handle or use poisons, caustics, and other harmful substances shall be instructed regarding safe handling and use, and be made aware of the potential hazards, and of personal hygiene, and personal protective measures required.

KEYS:

If keys are provided to the Contractor, Contractor shall be responsible for State key(s) loaned to the Contractor for entry and exit from the agency premises while performing services under the State contract. Contractor shall return all keys within twenty-four (24) hours of contract expiration or termination or when requested by the State. Contractor shall be charged for lock(s) and keys(s) replacement(s) if keys(s) are not returned within the twenty-four (24) hour period of if Contractor loses key(s). Contractor shall notify the Officer-in-Charge immediately if key(s) are lost.

Since the services will be performed during work hours, loaning of keys to the Contractor is not anticipated in most cases. However, of key(s) are loaned for any reason, the above would apply.

SECURITY

Contractor shall be responsible for office contents while providing services. Contractor shall ensure that the security system pass code is safeguarded, and the office (doors and alarm system) is secured upon leaving the premises, if for any reason, work is performed after work hours. The Contractor shall pay any service charges for Contractor's failure to deactivate the alarm or damages to the alarm sensors.

Contractor shall ensure that Contractor's employees are easily identifiable, either by company uniform, shirt, ID, badge, etc.

Contractor shall permit only Contractor's employees in any office, or rooms to provide janitorial services under the contract.

TERM OF CONTRACT:

Contractor shall enter into a contract to provide these services for an initial period beginning February 1, 2025 to January 31, 2026. Unless terminated, contract shall be extended without the necessity of rebidding, for not more than four (4) additional twelve-month periods or parts thereof. Upon mutual agreement in writing, at least sixty (60) days prior to the expiration provided that the contract price for the extended period shall remain the same or lower than the initial bid price or as adjusted in accordance with the CONTRACT PRICE ADJUSTMENT provision herein.

PURCHASE SUBJECT TO AVAILABLE FUNDS

Funds for this contract are currently available only for the current fiscal year of the contract. The contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to DHS.

The contract will be canceled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the

contract; however, this does not affect either the State's right or the Contractor's rights under the termination clause of the contract. The State will notify the Contractor in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with HRS §103D-315 (c) and § 3-122-149 (g), HAR.

BIDDER QUALIFICATIONS:

In addition to meeting the legal and other requirements of this IFB, bidder must meet these bidder qualification requirements to be considered for award:

1. Offeror must have a valid General Excise Tax business license, and if other than a sole proprietorship, must be registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal.
2. Offeror must have been an active janitorial maintenance business for a minimum of three (3) consecutive years at the time of bid submittal.
3. Offeror shall have an office location on the island on which services are to be provided, or where he/she conducts business during normal working hours or from where he/she will be accessible to requests or complaints. Offeror shall be able to respond (in person or verbally) within two (2) hours from the State's call/request.

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 induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

SITE INSPECTION:

Prior to offer submittal, prospective Offeror(s) may inspect the premises of the specified building to thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. An inspection is not mandatory; however, submission of an offer shall

be evidence that the Offeror understands the scope of the work and will comply with the specifications, if awarded the contract. Offerors shall contact the Contract Administrator for an inspection tour or for other information regarding conditions only.

BID PREPARATION

Electronic Procurement. The State has established HlePRO, the State of Hawaii eProcurement System, to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on HlePRO in order to participate in this procurement. Registration information is available on the HlePRO website: <https://hiepro.ehawaii.gov/welcome.html>.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5000 for the award. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and Vendor shall be responsible for payment of the fee to Hawaii Information Consortium, LLC (HIS), the vendor administering HlePRO.

Cost of Bid Preparation. Any costs incurred by the Offeror for the development and submittal in response to this IFB are the sole responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall not provide any reimbursement for such costs.

Offer Form. Offeror is requested to submit its offer using Offeror's exact legal name as registered with Department of Taxation and/or Department of Commerce and Consumer Affairs and to indicate the exact legal name in the appropriate space on the Offer Form. Failure to do so may delay proper execution of the contract.

Electronic Submission of Offer. The offer shall be submitted and received electronically through HlePRO. This electronically submitted offer shall be considered the original. Any original offers received outside of HlePRO, including faxed, hand delivered or e-mailed offers, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.

1. **HlePRO Special Instructions.** Offeror shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time. Offerors are advised to not wait until the last minute to submit their offer on HlePRO. Offerors should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by the due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.

The submission of an offer shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the solicitation, and that the

solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Format Instructions for Submitting Offer on HlePRO.

1. Offers shall be submitted as attachments on HlePRO.
2. Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.

RESPONSIBILITY OF OFFERORS

Tax Liability. The following information is provided to assist Offerors in determining their tax liability under this solicitation. For additional information and assistance, Offeror's may call the State of Hawaii Department of Taxation, telephone 800) 222-3229 or (808) 587-1455.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for Hawaii GET, currently 4%, and applicable County surcharge for Maui County currently at ½%, resulting from this solicitation.

Hawaii General Excise Tax License. Bidder shall submit its current Hawaii General Excise Tax I.D. number in the space provided on Offer Form page OF-1.

Tax-Exempt Vendors. If an Offeror is exempt by the HRS from paying the GET and use tax and therefore not liable for taxes under this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 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.

TIMELY COMPLIANCE DOCUMENTS REQUIRED FOR CONTRACT AWARD

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliances with the requirements of §103D-310(c) and (c)(1) and (2), HRS, that require compliance with all laws governing entities doing business in the State of Hawaii. A Certificate of Compliance should be applied for and submitted to the DHS as soon as possible upon award of a contract. The awardee must be compliant for award of a contract, or an offer otherwise responsive and responsible may not receive the award.

HAWAII COMPLIANCE EXPRESS (HCE) – “ONE STOP SHOP” FOR CERTIFICATES

A Certificate of Vendor Compliance is required for award of a contract. To obtain a Certificate of Vendor Compliance, Offerors can obtain the certificate by registering with 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 the vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for contracting purposes.

Vendors that use the HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC). More information is available at the website.

Offerors using the HCE to obtain the various certificates shall still be responsible to obtain (print-out) the “Certificate of Vendor Compliance” and submit a “hard-copy”.

Bid Quotation. The bid price shall include labor, equipment, supplies, transportation, and all other costs incurred to provide the janitorial services specified herein. Bid price quotation shall be exclusive of taxes for evaluation purposes. The current tax rates will apply for payment purposes.

Offer Guaranty. Bid security deposit is not required for this bid.

References. Offeror shall list on the appropriate Offer Form page at least three (3) references for whom the company has performed subject service and such reference can, if necessary, attest to Offeror’s performance.

LIABILITIES INSURANCE:

Contractor shall obtain and maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverage specified under this Special Provision.

Contractor must obtain and maintain liability insurance (the “Liability Insurance”) in a combined amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or such lesser amount requested in writing by the Contractor and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence.

The Liability Insurance Certificate of Insurance shall contain the following or not be acceptable for State’s purposes:

1. That the issuing insurer will give 30 days prior written notice to the Certificate Holder, the State of Hawaii, the Department of Human Services, if the insurance policy will be canceled.
2. “The State of Hawaii-Department of Human Services” is added as an additional insured, but only with respect to operations performed for the State of Hawaii.
3. “It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

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

The Contractor must deposit with the DHS, on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

If the scheduled expiration date of the Liability Insurance is earlier than the official Notice to Proceed commencement date of the contract or the expiration date of the of time of performance under this contract, the Contractor, upon renewal of the policy or policies, shall promptly provide to the DHS an updated Liability certificate of insurance.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements under 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 this contract.

PAYROLL AFFIDAVITS

Upon the State's request, Contractor may be required to submit quarterly payroll documentation to the DHS, Issuing Officer for all employees working under the contract. Documentation shall include employee timecards, payroll records, and copies of cancelled checks to verify that Contractor's employees are being paid State of Hawaii Janitor 1 prevailing wages for hours worked under the contract.

Records shall be submitted to the DHS, Issuing Officer, if requested, by the last day of the month following each quarter (April 30th, July 31st, October 31st, and January 31st).

If Contractor is found to be in violation of Section 103-55, HRS, and does not correct the violation within thirty (30) calendar days and provide evidence to the DHS Issuing Officer that the violation has been corrected currently and retroactively, the State will terminate the contract.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached Wage Certification, Exhibit B certifying that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Offerors are advised that Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

For information, the current starting hourly rate for a Janitor 1, employed with the State of Hawaii is \$24.02 per hour.

PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

1. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that Contractor's employees have been paid comparable wages to that of State employees; and,
 - b. Only if there is a wage increase to public employees performing comparable work; and,
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period).

Example:

Original contract period: January 1, 2003 to December 31, 2003

Extension period: January 1, 2004 to December 31, 2004

The option to extend the original contract is exercised for the period of January 1, 2004 to December 31, 2004. On July 1, 2004, the State announces a pay raise retroactive to July 1, 2003 and the Contractor soon thereafter submits a request for contract price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, January 1, 2004 to December 31, 2004. A price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows a price adjustment to only the current contract period.

2. The price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

- a. Bid Price/Hr/Janitor (A) = (A) for example = \$15.00/hr
- b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr
- c. New Hourly Wage Rate paid To State Employee (C) = (C) for example = \$11.50/hr
- d. Hourly Wage Increase to State employees (D) = (C) – (B) = (D), or
\$11.50 - \$11.00 = \$.50/hr
- e. Adjusted Bid Price/Hr/Janitor (E) = (A) + (D), or
\$15.00 + \$.50 = \$15.50/hr

3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes an adjustment for wage related fringe benefits, Contractor must provide supporting documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its % for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

a) 16% for Allowable Fringe Benefits

b) \$ Adjustment for Allowable Fringe Benefits (F) = (D) x (.16) = (F), or
\$.50 x .16 = \$.08

c) Adjusted Bid Price/Hr/Janitor + Fringe Benefits = (E) + (F), or
\$15.50+\$0.08=15.58

4. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

METHOD OF AWARD

Award, if any, shall be made by each item on the offer form to the qualified responsive and responsible Offeror, submitting the lowest estimated total sum bid price.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made by January 24, 2025.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. Any protest pursuant to Section 103D-701, HRS and Section 3-126-3, HAR shall be submitted in writing to the Procurement Officer, Department of Human Services, Social Services Division, Maui Child Welfare Services, 53 S. Puunene Ste. 130, Kahului, HI 96732.

CONTRACT EXECUTION

Offerors receiving an award will be required to enter into a formal written contract (see Appendix A); therefore, Offerors are reminded to review thoroughly, Appendix B which includes a sample of the form contract. Any questions or concerns should be addressed prior to the bid opening date. Offerors receiving an award will be required to execute the contract within ten (10) working days, or award may be rescinded.

The Contractor is required to submit current certificates of insurances and any other required documents for contract execution.

No performance and payment bonds are required for this contract.

No work by Contractor(s) is to commence prior to execution of the contract and/or the commencement date specified in the Notice to Proceed. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor(s) prior to the official starting date as specified in the Notice to Proceed.

If any option(s) to extend the contract is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects reported to Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

The State may, at any time and by written order, stop services of any item not conforming to the specifications of the contract. Such stop order shall not relieve the Contractor of its obligation to complete the contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

PERMITS, LICENSES, TAXES, AND INSURANCE

The Contractor shall procure all permits, licenses, and insurance necessary during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate this contract.

INVOICING

Contractor shall submit a monthly invoice, an original and two (2) copies to the designated location and/or designated Contract Administrator and at the addresses shown on pages 1 and 2.

Invoices must include itemized information such as the employees' names, position numbers, place of work, date and hours of service, cost of the service, and any other pertinent invoicing information, and shall reference the contract number assigned to this 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.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods and services 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 Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FINAL PAYMENT OF A CONTRACT

A current Certificate of Compliance that show the Contractor is “compliant” is required for final payment on the Contract.

REMOVAL OF CONTRACTOR’S EMPLOYEES

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

LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor fails to perform in whole or in part any of Contractor’s 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 Provisions, the Specifications, and the General Terms and Conditions herein, 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.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-95 through 3-122-97, HAR.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the contract, any cost or pricing data for three (3) years from the date of final payment under the contract.

Preparation of Offer. An Offeror may submit only one (1) offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

CONFIDENTIALITY

All material, reports, data, information, etc. given to or made available to the Contractor by virtue of the contract that is identified as proprietary or confidential information shall be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the State. All data, or other material provided by the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11.205.5, HRS, which state that campaign contributions are prohibited from specified State and County government Contractors during the term of the contract and any extensions thereof, if the contractors are paid with funds appropriated by a legislative body.

WAGE CERTIFICATION

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

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

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

Offeror: _____

Signature: _____

Title: _____

Date: _____