



Department of Health

LEGAL AD DATE: August 30, 2016

HiePRO INVITATION FOR BIDS (“IFB”) No. IFB 460-17-07

SEALED OFFER FOR JANITORIAL CLEANING SERVICES FOR THE ISLANDS OF HAWAII and MAUI

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

FRIDAY, SEPTEMBER 12, 2016

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

**DIRECT QUESTIONS RELATING TO THIS SOLICITATION USING THE QUESTION
AND ANSWER SECTION OF HiePRO BY WEDNESDAY, SEPTEMBER 6, 2016.**

Procurement Officer
State of Hawaii
Child and Adolescent Mental Health Division
3627 Kilauea Avenue, Room 101
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. 460-17-06, and the 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, 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)

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

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 of Hawaii 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)

August 26, 2016

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

Subject: IFB No.: 460-17-06

Title of IFB: JANITORIAL CLEANING SERVICES

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

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

460-17-06
(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

I. INTRODUCTION

The Department of Health, State of Hawaii, Child and Adolescent Mental Health Division requires private janitorial cleaning services for the three (3) Hawaii Family Guidance Centers (“HFGC”) and the Maui Family Guidance Center (“MFGC”). Each FGC will be a separate line item in HlePRO and will be bid on by line item. Contractor may bid on one or all line lines but each line item will be a separate bid.

II GENERAL DESCRIPTION

This contract will require cleaning services, three (3) days a week, Monday, Wednesday and Friday. Cleaning service will adjust their normal service days to allow three (3) days cleaning during the weeks have a holiday on the regular service day. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where State offices are closed.

The contractor shall be responsible for obtaining information through the news media regarding the declaration of a State of Emergency. However, in cases in which cleaning services will not be required due to any other unforeseen type of emergency, the Family Guidance Center (“FGC”) chief or designee will be responsible for contacting the contractor or his designee as soon as we learn of the emergency. When an unforeseen emergency or day when State offices are closed the State shall choose to forego the work and reduce payment to the contractor based on the number of working days in that particular month that service should have been performed.

Each facility shown below will be listed as a line item and separate contracts will be awarded for each location. Applicant may bid on only one line item or each separate line item.

Island of Hawaii:

Cleaning service will be provided at Hawaii Family Guidance Center located at 88 Kanoelehua Avenue, Suite A-204, Hilo, Hawaii 96720, the Waimea Family Guidance Center, 65-1230 Mamalahoa Highway, Suite A-11 Kamuela, Hawaii 96743, and the Kona Family Guidance Center at 81-980 Halekii St Rm 101, Kealahou, HI 96750.

And/or

Island of Maui:

Cleaning service will be provided at Maui Family Guidance Center located at 270 Waiehu Beach Road, Suite 213, Wailuku, Hawaii 96793

III. SCOPE OF WORK

The janitorial service will be responsible for the control of floor appearance by vacuuming and sweeping. All hard surface and tiled floors shall be damp mopped. All horizontal surfaces (cleared surfaces of desks, chairs, tables, filing cabinets, furniture and unobstructed work areas) shall be dusted and cleaned. Telephones shall be sanitized. All waste receptacles shall be emptied and damp wiped. Service shall remove smudges and fingerprints from doorjamb, push plates, light switches, glass partitions, counters and unobstructed work areas. All water fountains and sinks shall be sanitized and polished. If applicable, FGC restrooms shall be thoroughly cleaned and mopped with a germicide. Mirrors, partitions, urinals, toilets and sinks shall be cleaned using disinfectants. Soap dispensers shall be refilled as needed and paper products restocked. Trash can liners shall be replaced as needed. Soil and fingerprints shall be removed from entrance doorframes, handles, glass doors and thresholds. The surface of immediate exterior entry areas into the FGC shall be swept clean. The service shall leave offices and furniture in a neat and orderly fashion. The service shall report any unusual occurrences, malfunctions or damages.

WEEKLY JANITORIAL CHECKLIST
THREE TIMES WEEKLY

The following is a list of basic activities the contracted janitorial service shall perform three times weekly except where otherwise stated. Janitorial staff shall complete a daily attendance sheet to ensure all tasks have been completed. Attendance Sheet to be provided by the FGC Monthly.

Floors		Yes	No
1	Sweep and damp mop all hard surfaced and uncarpeted floors in kitchens, offices, common areas and all other areas in current use.		
2	Vacuum all carpeted areas and rugs in kitchens, offices, common areas and all other areas in current use.		
3	Spot clean carpets and rugs as needed. Buff hard floors monthly or as needed		
4	Vacuum and clean interior floor mats.		
Trash Cans			
5	Empty kitchen trash cans.		
6	Wash kitchen trash cans at least weekly and as needed.		
7	Wash trash cans and replace liners as needed.		
Restrooms within FGC			
8	Clean restroom surfaces		
9	Clean restroom sinks and mirrors		
10	Clean toilets and urinals		
11	Sweep and damp mop restroom floors		
12	Refill and clean paper and soap dispensers		
Break Rooms, Common Areas and Other Areas			
13	Clean drinking fountains if available		
14	Clean tables, counter tops and chairs in Break Rooms, VTC Room, and Lobby Area.		
15	Sanitize and wipe down all door knobs.		
Windows			
16	Spot clean windows, inside and outside, as needed.		

JANITORIAL STANDARDS:

SWEEPING AND DUST MOPPING STANDARDS:

Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

DUSTING AND VACUUMING STANDARDS:

Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage.

TRASH REMOVAL STANDARDS:

All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. All cigarette butt receptacles and ashtrays shall be checked before being emptied in trash. Trash shall not be allowed to blow around the yard. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

WASHING STANDARDS:

Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

A. Washing Glass

Glass shall be washed by application of glass cleaner, rubbed with a cloth, and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sills and frames shall be damp wiped.

B. Washing Except Glass

All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

C. Washing in Restroom

Restroom floors, walls, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

DAMP WIPING STANDARDS:

Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

DISINFECTING STANDARDS:

Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

IV. GENERAL REQUIREMENTS

A. INSPECTION:

FGC Chief or a designated representative reserves the right to make, or cause to be made, such inspections as are deemed advisable to assure that the requirements of these specifications are being fulfilled. If the contractor fails to comply with the specifications, it shall be cause for termination of this contract.

B. HOLIDAYS:

The Family Guidance Centers will be closed during the legal holidays in the State of Hawaii. Go to <https://dhrd.hawaii.gov/wp-content/uploads/2012/10/State-Holidays-2016-2017.pdf>.

C. BID RATE SCHEDULE

The bid shall be a single daily rate for Required Standard Cleaning and entered into HlePRO. Bid Attachment (See Attachment A) shall include a separate rate to Clean and Shampoo carpets per request (estimated at twice per year depending on condition) and strip and wax bare floors (estimated at twice per year) and will be returned with bid as an attachment or Fax copy. If these separate offers are the best value the Family Guidance Center will schedule those tasks as required with the Contractor as long as the offer are considered a good value. The Family Guidance center may decide to procure the carpet or hard floor cleaning separate from the standard contract.

D. CONTRACT MANAGER:

The contractor shall provide a contract manager who shall be responsible for the performance of work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the FGC Chief or designee prior to contract start date.

The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

The contract manager or alternate shall be available during normal duty hours within sixty (60) minutes to meet at the job site with the FGC Chief or designee to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two (2) hours.

The contractor shall provide the telephone number of the person(s) to call should the need arise. Time for response will be counted from the time the FGC Chief or designee places the call to the contract manager or alternate.

E. COMPLAINTS AND REQUESTS:

All housekeeping complaints and/or requests made to the contractor will be done in writing by FGC Management. A copy will be issued to the contractor's supervisor for appropriate action and documentation, and then returned to the FGC Chief or designee charged with overseeing the contract. When possible, complaints will be corrected the same day.

F. REMOVAL OF CONTRACTOR'S EMPLOYEES:

The contractor shall, upon notice by the FGC Chief or designee, replace any employee(s) within twenty-four (24) hours with or without cause shown.

G. LOG PROCEDURE:

All employees of the contractor shall sign their respective names upon reporting to work and departing from work on a dated log sheet as required by security in each building. Attendance Log Sheet will be provided by the FGC.

H. EMPLOYEE IDENTIFICATION:

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing uniforms or clothing bearing the name of the company. Each employee shall wear an identification badge or pass card issued prior to starting work under this contract. The contractor is responsible for providing these items.

I. SECURITY PROCEDURE:

The employees are required to wear name badges or visitor passes at all times when working in the State offices.

J. SECURITY RULES:

1. No visitors are permitted within the perimeter of the buildings under contract.
2. No unauthorized personnel are to accompany the contractor's employees to work.
3. All buildings cleaned during regular working hours.
4. No unauthorized use of state telephone except emergency cases.
5. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of nonprescription legal drugs are permitted on State property. Smoking is not permitted in State facilities.
6. Security sensitive areas within buildings will be identified with the successful contractor. Facilities Management will coordinate "Special Requirements" for these areas with the successful contractor.

K. SUPPLIES FURNISHED BY THE CONTRACTOR:

The contractor is responsible for ordering the following supplies:

1. **Mobile barrels, maid caddies, 10-quart buckets, mop buckets with wringers;**
2. **All cleaning products including but not limited to quaternary ammonium germicide, lime and scale remover, bowl cleaner, furniture polish, all-purpose treated dust mops, floor wax and stripping fluids;**
3. **Cleaning Cloths;**

4. **Carpet spotting kit, carpet shampoos or dry cleaning material; and**
5. **Any other supplies or equipment that is necessary to fulfill the contract requirements.**

NOTE: The contractor shall, as part of the contract, submit a listing of all products and supplies to be used during the term of this contract with copies of the Material Safety Data Sheets. The FGC Chief or designee reserves the right to inspect products, equipment, etc. and request samples of products for testing purposes. The FGC Chief also has the right to reject any items. Copies of Material Safety Data Sheets shall be posted and available in each facility.

L. SUPPLIES FURNISHED BY THE FAMILY GUIDANCE CENTER

The FGC is responsible for ordering the following supplies as required:

1. Plastic liners for waste receptacles (including office areas) and trash disposal containers;
2. Hand towels, multi-fold and roll type, bleached 28 lb. basic weight or better; as required for the dispenser;
3. Toilet tissue, roll type, jumbo rolls; Scott JRT, standard rolls count of 1000 sheets per roll, 1 ply 4-1/2 X 4-1/2 or better; as required for the dispenser; and
4. Hand soap and dispenser (where needed), Sani-fresh (Gentle Lotion in Women's and Heavy Duty in Men's, if required).

The Contractor will monitor inventory and shall be responsible to work through the FGC representatives for the ordering, storage, and usage for distribution of janitorial supplies used in this contract. Where Centers have sufficient storage space on site, the FGC shall bear inventory control responsibility. Where offsite storage of supplies is necessary the contractor shall bear inventory control responsibility.

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
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 furnishing of janitorial services shall be in accordance with these Specifications and Special Conditions of IFB HTH 460-17-06. The State's General Conditions, Form AG-008 (current form) and applicable contract forms shall be included in the final contract to be issued upon approval of the award.

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 Agreement 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) and in Hawaii Compliance Express. Vendor will submit quote electronically in HlePRO system. Notice of award will be issued on HlePRO. Contract will be issued separately after award.

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

Public Health Administrative Officer

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-4210

Facsimile: (808) 733-8375

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 will be awarded:

Primary Contact

John MacDonald

Program Specialist

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-9338

Facsimile: (808) 733-8375

Email: John.MacDonald@doh.hawaii.com

CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is Ms. Janet Ledoux, Public Health Administrator, or her designated representative, telephone (808) 733-4210

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 but no earlier than October 1, 2016. Each FGC will be issued as a separate contract.

Unless terminated, contract shall 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 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 one (1) month prior written notice.

Initial term of contract:	<u>October 1, 2016 to September 30, 2017</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>

BIDDER QUALIFICATION

Bidder Shall:

1. Have three (3) years' experience as a commercial Janitor;
2. Have a permanent office facility on the Island being serviced; and
3. Have a permanent manager / or owner on the Island being serviced.

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.

SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect the location 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 service areas may be made by contacting the Family Guidance Center
Contact Person:

The Hawaii Family Guidance Center (Hilo, Waimea, and Kona) contact is Kelsi Staub, Phone 808 933-0610, between the hours of 8:00 a.m. to 3:00 p.m., except on weekends and State holidays.

The Maui Family Guidance Center contact is Traci Giordano, Phone 808 243-1252, 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 August 17, 2016 1:00 p.m. (HST). Only those electronic written inquiries received by the deadline shall be responded to on or around August 19, 2016. 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.

BID PREPARATION

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

The authorized signature on the first page of the Offer Form shall be an original signature in ink. The signed page should be scanned and returned with the Offer or may be faxed to the Primary Contact John MacDonald at 808 733-8375 if unable to scan documents. Call or email the Primary Contact (see page SC-13) 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 shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. The Fee for Service Bid rate shall be the cost of ONE (1) day's cleaning. This bid shall for one day's service and not by month or annually cost. The monthly billing amount to be invoiced will be based on the actual days serviced that month and will be determined each month and supported with a copy of the facility's Cleaning Sign In Log.

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 Offeror'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 attached 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 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 by the Child and Adolescent Mental Health Division, Diamond Head Health Center Building, 3627 Kilauea Avenue, Room 101, Honolulu, Hawaii 96816, 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 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

government agency, the offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will 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 CMS prior to award, the lowest responsive and responsible offeror shall produce documents within ten (10) days of the receipt of the intent to Award notice to the Procurement Officer to demonstrate compliance with this section. Failure to provide the compliance documents as required will result in the Offeror being deemed non- responsive.**

Hawaii Compliance Express. Instead of separately applying for these certificates at the various state agencies as shown below, 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 currently \$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.

Or:

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 CMS.

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://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 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 CMS. However, the tax clearance certificate shall be submitted to the CMS.

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 CMS. A photocopy of the certificate is acceptable to the CMS.

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> 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 CMS.

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

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 CMS. A photocopy of the certificate is acceptable to the CMS.

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.

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

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, 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 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.

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 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 this contract, including a subcontractor's policy, shall contain the following clauses:

1. "It is agreed that the State of Hawaii, its officers, employees and agents are named as an additional insured, but only with respect to operations arising out of the operations performed by the named insured."
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."

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 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 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.

Contractor shall submit original invoice 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 ADM. SERV. OFFICE LOG NO. XX-XXX as shown on the CONTRACT.

A “Certificate of Vendor Compliance,” issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

Alternately, 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 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 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.

Contractor Daily Work Log, Attachment B, will be submitted by KFGC to CAMHD Fiscal to compare to the monthly invoice (See Sample Work Log Attachment B.)

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 CAMHD no later than ninety (90) days after the last day of the billing month.

Should a provider need to bill beyond the ninety (90) days, documented contact must be made with CAMHD Provider Relations before the end of the ninety (90) days. However, no payment will 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.

LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages are fixed at the sum of Zero 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, Child and Adolescent Mental Health Division, 3627 Kilauea Avenue, Room 101, Honolulu, Hawaii 96816.