



## Department of Health

LEGAL AD DATE: 03/1/2017

### INVITATION FOR BIDS No. IFB 460-17-14

#### SEALED OFFERS FOR SECURE DOCUMENT STORAGE AND RETRIEVAL SERVICES FOR THE CHILD AND ADOLESCENT MENTAL HEALTH DIVISION

WILL BE RECEIVED VIA HIePRO UP TO 2:00 P.M. (HST) ON  
FRIDAY, MARCH 31, 2017

DIRECT QUESTIONS RELATING TO THIS SOLICITATION USING THE QUESTION  
AND ANSWER SECTION OF HIePRO BY MARCH 15, 2017 2:00 PM (HST).

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Name of Company

FURNISHING  
SECURE DOCUMENT STORAGE AND RETRIEVAL  
IFB 460-17-14

Ms Janet Ledoux  
State of Hawaii  
Department of Health  
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 460-17-14 and the General Conditions, Form AG-008 (9/15/09) included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

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

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

Offeror is:

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

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
\_\_\_\_\_

\*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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>
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a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

Offeror \_\_\_\_\_  
(Name of Company)

03/01/2017

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

Subject: IFB No.: 460-17-14  
Title of IFB: SECURE DOCUMENT STORAGE AND RETRIEVAL

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. 18-047  
(Contract Number)

IFB 460-17-14  
(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 as shown in Hawaii Compliance Express (HCE) for final payment on the contract.

Moreover, \_\_\_\_\_  
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIFICATIONS

### SCOPE OF WORK

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

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

## GENERAL DESCRIPTION

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

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

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

## **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
RFP	=	Request for Proposals
GET	=	General Excise Tax

### **SCOPE**

The furnishing of secure storage space shall be in accordance with these Specifications and Special Conditions of IFB No. 460-17-14. The State's General Conditions, AG-008 Rev. 4/15/2009 and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

### **AUTHORITY**

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

Any 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). Vendor will submit quote electronically. Notice of award will be issued on HlePRO.

### **PROCUREMENT OFFICER**

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

Ms Janet Ledoux

Public Health Administrative Officer (PHAO)

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-4198

Facsimile: (808) 733-8375

## **ISSUING OFFICER**

The individuals listed below are the sole points 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

Contract Specialist

Contract Management Section

3627 Kilauea Avenue

Honolulu, Hawaii 96816

Telephone: (808) 733-9338

Facsimile: (808) 733-8375

### **Alternate Contact\***

Steven Osa

Contract Specialist

Contract Management Section

3627 Kilauea Avenue, Room 101

Honolulu, Hawaii 96816

Telephone: (808) 733-8386

Facsimile: (808) 733-8375

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

## **CONTRACT ADMINISTRATOR**

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

## **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing services for a twelve-month (12) period commencing from the official date on the Notice to Proceed but no earlier than July 1, 2017.

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 three (3) months prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

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

## **BIDDER QUALIFICATION**

1. Bidder shall have a permanent storage facility on the island of Oahu at the time of bid submittal. Address, telephone number and name of contact person shall be listed on the appropriate Offer Form page.
2. Bidder shall have a minimum of five (5) years of Document Storage experience prior to bid opening date.
3. Have adequate security or surveillance of facility to ensure the safety and privacy of CAMHD files.
4. Be trained and compliant with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.
5. Storage facility shall have fire protection system.

## **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 and the items to be stored 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 pickup and delivery areas may be made by contacting the Issuing Officer between the hours of 8:00 a.m. to 3:30 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 HIePRO QUESTION AND ANSWER SECTION by March 15, 2017 2:00 p.m. (HST). Only those electronic written inquiries received by the deadline shall be responded to on or around March 17, 2017. 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.** 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. See attachment "Certificate OF-1, OF-2, Wage Certificate."

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

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

Contract

**Offer Form, Page OF-2.** Offeror is requested to submit its offer using Form OF-2 as an attachment to the Bid. The page shall be scanned and returned with the Offer. See attachment "Certificate OF-1, OF-2, Wage Certificate."

**WAGE CERTIFICATE FOR SERVICE CONTRACTS.** Offeror is requested to submit the Wage Certificate Form as an attachment to the Bid. The page shall be scanned and returned with the Offer. See attachment Certificate OF-1, OF-2, Wage Certificate.

**Bid Quotation.** Bid price per cubic foot storage rate shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. The official bid must be entered into HlePRO. The contract shall use the individual cost per standard banker box (10"x12"x15") to establish a Fee Schedule for the Contract. Contractor's schedule of fees for additional record management services will become part of the contract.

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

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

**Insurance.** Bidder shall provide insurance information as requested on the "Offer Form OF-2" page. Further, bidder shall provide insurance coverage for contents in accordance with the Specifications listed in the section **Liability Insurance** as shown on pages SC-9 and SC-10.

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

**Confidential Information.**

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

**SUBMISSION OF OFFER**

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

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

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.

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.

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for Warehouse Worker positions. Effective 03/01/2009, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
BC04	\$17.09/hour

(See Attachment for Position Class Specification)

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

## **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 its employees have been paid comparable wages to 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 only).

Example:

Original contract period:	March 7, 2003 to March 6, 2004
Extension period:	March 7, 2004 to March 6, 2005

The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July 1,

2003 and the Contractor soon thereafter submits a request of modification is issued accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

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

- a. Bid Price/Hr/Officer (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 Employees (C) = (C) for example = \$11.50/hr
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr
- e. Adjusted Bid Price/Hr/Officer (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 only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support 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 percent 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. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or  
\$.50 x .16 = \$.08
- c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or  
\$15.50 + \$.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.

## **AWARD OF CONTRACT**

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

**Responsibility of Lowest Responsive Bidder.** Reference §103D-310(c), HRS. If the lowest responsive and responsible offeror is not compliant in Hawaii Compliant Express (HCE) prior to the award, the offeror shall have fourteen (14) business days to insure compliance.

**Hawaii Compliance Express.** Vendors shall use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors for HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to be compliant with the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be compliant with the State Department of Labor and Industrial Relations (DLIR). The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.**

The lowest responsive Offeror shall be required to be registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG) and be compliant with a *CERTIFICATE OF GOOD STANDING* (Certificate).

A sole proprietorship, however, is not required to register with the BREG.

On-line business registration is available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering.

**Final Payment Requirements.** Contractor is required to be compliant with Hawaii Compliance Express (HCE) for final payment on the contract.

In addition to being compliant in the HCE, 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](http://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 submitted to the Issuing Officer as soon as possible. If the valid certificates are not submitted with-in fourteen business days for award of a contract, an offeror 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 each twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

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

## **NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed but no sooner than July 1, 2017.

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

## **LIABILITY INSURANCE**

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

performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

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

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

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

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii 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.

After the Notice of Award, the Awardee shall have fourteen (14) business days to provide a copy of the required insurance certificate that references the ASO LOG NO. 18-047 in the Description of Operations section of the certificate.

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

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under 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 and two (2) copies of the 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 contract number ADM. SERV. OFFICE LOG NO. 18-047 as shown on the CONTRACT.

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be required for final payment.

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](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Quick links.

In addition to the HCE certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), is attached and will be required for final payment. A copy of the form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu.

## **PAYMENT**

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

State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

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

### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

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

### **LIQUIDATED DAMAGES**

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

### **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

### **PROTEST**

A protest shall be submitted in writing within five (5) working days after the notice 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, if any, resulting from this solicitation shall be posted on the Hawaii electronic Procurement System (HlePRO) and Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Janet Ledoux, 3627 Kilauea Avenue, Room 101, Honolulu, Hawaii 96816.

## ATTACHMENTS

1. OFFER 1 & 2 FORMS ----- Only One (1) copy of this form is needed.

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. 460-17-14, 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)