



Department of Health

LEGAL AD DATE: August 8, 2024

INVITATION FOR BIDS No. IFB-HTH-501-25-37

SEALED BIDS FOR BUILDING MAINTENANCE AND REPAIR WORK FOR THE WAIMANO HALE COMPLEX

WILL BE RECEIVED UP TO 10:00 O'CLOCK, AM HST ON

OCTOBER 1, 2024

IN KINAU HALE BUILDING, 1250 PUNCHBOWL STREET, ROOM 463, HONOLULU,
HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
LEIMOMI FERNANDES-OTAKE, TELEPHONE (808) 587-9312 OR E-MAIL AT
Leimomi.Fernandes-Otake@doh.hawaii.gov

IFB-HTH 501-25-37

Procurement Officer
 Developmental Disabilities Division
 State of Hawaii Department of Health
 1250 Punchbowl Street, Room 463
 Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto; and hereby 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 that 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: _____

Federal I.D. No.: _____

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.

**OFFER FORM
 OF-1**

IFB-HTH-501-25-37

OFFEROR'S QUALIFICATION FORM

Please complete this form as fully and explicitly as possible to facilitate evaluation of your firm. Use additional sheets and substantiating documents when necessary.

A. Exact Legal Name of Contractor: _____

Street Address

City

State

Zip Code

Contact Person Name: _____ Cell No.: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

B. Vendor Requirements:

1) Vendor Requirements

a) The Vendor shall be compliant through Hawaii Compliance Express (HCE)

<https://vendors.ehawaii.gov> to be able to enter into contracts for \$2,500 or greater with the State, pursuant to Chapter 103D, Hawaii Revised Statutes (HRS). If the vendor is not compliant through HCE at the time of award, the vendor will not receive the award. HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs. Vendors/contractors/service providers shall register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the "Certificate of Vendor Compliance" is accepted for both contracting and final payment. The State will verify compliance on HCE.

b) Prior to the contract start date, the CONTRACTOR shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

**OFFER FORM
OF-2**

IFB-HTH-501-25-37

- (1) Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees, and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
- (2) Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.
- (3) Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
- c) The certificates of insurance shall contain the following clauses:
 - (1) The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.
 - (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.
- d) A copy of current and signed W-9.
- e) Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS 103D-310(c):
 - (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) Section 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

BID/OFFER FORM

The following bid is hereby submitted to fulfill the requirements stated in this solicitation. The total amount shall include labor, materials, supplies, all applicable taxes and fees, and any other costs incurred to complete the services specified herein.

Total Annual Cost (inclusive of all taxes and fees): _____

Offeror: _____
Exact Legal Name of Company Name

**OFFER FORM
OF-3**

IFB-HTH-501-25-37

SPECIFICATIONS

BACKGROUND

The State of Hawaii, Department of Health (“DOH”), Developmental Disabilities Division (herein “STATE”) is seeking quotes for building maintenance and repair services for the Waimano Hale Complex located at 2201 Waimano Home Road, Pearl City, Hawaii 96782. The CONTRACTOR shall furnish to the STATE building maintenance, repair, and alteration services which shall include, but not be limited to, plumbing, electrical, and air conditioning services (HVAC and Split systems), and general repairs including, but not limited to, interior and exterior walls, floors, windows, door/gate/lock, fixture/furniture, and maintenance services.

SCOPE OF SERVICES

The CONTRACTOR shall provide building and maintenance services for the Waimano Hale Complex, located at 2201 Waimano Home Road, Pearl City, Hawaii 96782, as follows:

1. General Maintenance and Repair Services:

The CONTRACTOR shall provide general maintenance and repairs, including, but not limited to:

- a) Repairing nicks, scratches, and holes in walls and painting to match existing walls;
- b) Repairing desks, shelving, tables, and other office furniture;
- c) Repairing, maintaining, and/or replacing doors and locks;
- d) Replacing light bulbs;
- e) Repairing carpet and floor tiling;
- f) Drilling into walls to hang pictures or whiteboards;
- g) Replacing stained ceiling tiles;
- h) Painting interior and exterior walls and buildings;
- i) Replacing wooden beams and wooden support beams;
- j) Repairing concrete walkways inside and outside of the buildings; and
- k) Repairing, maintaining, and/or replacing windows.

2. Preparation for Natural Disasters:

The CONTRACTOR shall provide natural disaster preparation services prior to and following such events including, but not limited to:

- a) Determining the possible risks and/or areas and buildings that are prone to hazardous weather such as flooding, thunder and lightning, earthquakes, fires, and hurricanes;
- b) Preparing for natural disasters to mitigate damage to the buildings, offices, and office equipment, and planning for post-disaster recovery;
- c) Developing a list of tasks for pre and post natural disasters;
- d) Preparing the buildings for natural disasters;
- e) Assisting the STATE staff to prepare the offices for natural disasters; and
- f) Providing post-disaster work efforts such as removing debris and sandbags and repairing

damages.

3. Electrical Maintenance and Repair Services:

The CONTRACTOR shall provide electrical maintenance and repair work as needed including, but not limited to:

- a) Keeping all electrical systems operational (e.g., light fixtures, electrical outlets, light switches, and ballasts);
- b) Repairing or replacing ballasts;
- c) Retrofitting to Light-Emitting Diode (LED) fixtures; and
- d) Providing a minimum of twenty-four (24) hour notice to the STATE for work involving electricity to be shut off in the building(s) and/or a section of a building or room.

4. Plumbing Maintenance and Repair Services:

The CONTRACTOR shall provide plumbing maintenance and repair work as needed including, but not limited to:

- a) Keeping all plumbing operational;
- b) Inspecting leaks in fixtures, pipes, and toilets;
- c) Troubleshooting any plumbing problems; and
- d) Providing a minimum of twenty-four (24) hour notice to the STATE for work involving water to be shut off in the building(s) and/or a section of a building or room.

5. Air Conditioning Systems:

The CONTRACTOR shall provide air conditioning and repair services as needed including, but not limited to:

- a) Providing maintenance and repair services for Heating, Ventilation, and Air Conditioning (HVAC) and split Air Conditioning (AC) Systems as necessary;
- b) Providing cleaning services to ensure the HVAC and Split AC systems are working properly;
- c) Testing and inspecting the HVAC and split AC systems including capacitors, condenser coils, electrical wiring, and ductwork to ensure optimal performance of the systems;
- d) Replacing air filters as necessary;
- e) Replacing the existing HVAC and/or split AC systems when it is beyond economical repair; and
- f) Installing new AC system(s) as requested by the STATE.

6. Water Fountains:

The CONTRACTOR shall provide cleaning, repair, and maintenance services for water fountains which includes, but is not limited to:

- a) Cleaning the condenser and louvers;

- b) Testing water temperature to ensure the refrigeration system cycles properly;
- c) Ensuring bottle filler water flow is laminar and clean;
- d) Cleaning, repairing, or replacing the nozzle if necessary; and
- e) Changing filters when the red indicator light turns on;

7. Inspections:

The CONTRACTOR shall:

- a) Inspect the entire Waimano Hale Complex monthly including, but not limited to:
 - 1) Identifying any potential large repairs or maintenance projects;
 - 2) Preparing requests, providing specifications and/or scope of work, and assisting with procurement of services;
 - 3) Conducting inspections and keeping records and logs of repairs and construction projects;
 - 4) Assisting with capital improvement projects related to fieldwork, inspections, and coordination with the STATE; and
 - 5) Assisting in developing project progress reports.
- b) Manage, inspect, and oversee vendors contracted to perform the following services as requested by the STATE:
 - 1) Landscaping services;
 - 2) Janitorial services;
 - 3) Fire Safety Systems inspections, maintenance, and repairs;
 - 4) Pest control monitoring and pesticide application;
 - 5) Tree trimming services;
 - 6) Cleaning of roof tops, roof drainpipes, rain gutters, and sidewalks;
 - 7) Cleaning of storm water drain inlets, catch basins, and drainpipes;
 - 8) Security alarm systems inspections, maintenance, and repairs;
 - 9) Feral chicken removal services; and
 - 10) Any additional contracts procured during the term of this Contract.

8. Staffing:

The CONTRACTOR shall provide one (1) dedicated and qualified employee ("PERSON") to perform the work listed in the Scope of Services on a schedule as agreed upon with the STATE. The PERSON shall:

- a) Report to Hale B when arriving and leaving the Waimano Hale Complex;
- b) Perform services specified herein from Monday through Friday during the standard business hours of 7:45 a.m. to 4:30 p.m., excluding State holidays or weekends;
- c) Perform building and site inspections on a monthly basis to create a task list and/or a list of future projects;
- d) Discuss work priority, scope of work, and budgetary issues with the STATE;
- e) Carry a cell phone provided by the CONTRACTOR to receive phone calls from the

- STATE during normal business hours;
- f) Use a vehicle provided by the CONTRACTOR to transport equipment, supplies, and materials; and
- g) Respond to any emergency or on-call work, as needed.

9. Security Systems:

The CONTRACTOR shall take all precautionary measures to prevent damage to the security and network systems which includes, but is not limited to:

- a) Taking precautionary measures not to trigger, set off, or damage the security systems installed in the building including, but not limited to, the network system, security alarm, motion detectors, and fire sprinkler system;
- b) Taking precautionary measures to avoid damaging the networking lines, cables, and equipment;
- c) Providing the STATE a minimum of twenty-four (24) hour notice if any of the cables and/or lines need to be disconnected;
- d) Notifying the STATE immediately when damages are discovered; and
- e) Repairing all damages caused to the equipment, cables, and lines within ten (10) working days.

10. General Requirements:

The CONTRACTOR shall:

- a) Obtain all permits and licenses, pay all charges, fees, and taxes, give all notices, and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. These may include, but not be limited to, demolition permits, building permits, and dumping charges;
- b) Comply with Title 11, Hawaii Administrative Rules (“HAR”), Chapters 11-501, 11-502, 11-503, and 11-504, Asbestos Regulations and be responsible for all fees, taxes, and administrative costs associated with complying with Title 11, HAR, Chapters 11-501, 11-502, 11-503, and 11-504, Asbestos Regulations;
- c) Provide building maintenance services as described herein and is responsible for all supervision of licensed and/or qualified labor, communication with the STATE, tools, equipment, vehicle(s) for transportation, and purchase, maintenance, and replacement costs of vehicles necessary to complete all services described herein;
- d) Ensure all completed work is compliant with the Americans with Disabilities Act of 1990;
- e) Procure and/or maintain necessary tools, materials, and supplies to provide the building maintenance and repair services at the CONTRACTORS’s cost throughout the duration of the Contract;

- f) Not subcontract any work under the Contract unless the CONTRACTOR has requested and received advance written approval from the STATE;
- g) Ensure all SUBCONTRACTORS meet the same Contract terms, experience, insurance, and qualification requirements and responsibilities stated herein;
- h) Hire a SUBCONTRACTOR(S) as needed when the maintenance or repair work requires specialized labor, such as a licensed Plumber, Electrician, and Carpenter, or other licensed professionals;
- i) Submit a written proposal including itemized cost of labor, equipment, and materials, the SUBCONTRACTOR's contact information, proposed work, total cost of the work, duration of work to be provided by the SUBCONTRACTOR, and supporting documents showing all requirements and responsibilities have been met by the SUBCONTRACTOR, to the STATE at least twenty (20) State business days prior to subcontracting any work to the address below:

State of Hawaii Department of Health
Developmental Disabilities Division
1250 Punchbowl Street, Room No. 463
Honolulu, HI 96813

- j) Perform all work in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine DDD offices' normal working conditions and activities in progress and shall conduct the work in the least disruptive manner to the affected building occupants. The CONTRACTOR shall coordinate each task, date, and duration of each work with the STATE; and
- k) Perform other duties as assigned.

CONTRACT TERM

The Contract shall be for a period of twelve (12) months. Unless terminated, the CONTRACTOR and the STATE may extend the term of the Contract for not more than five (5) additional twelve (12)-month periods, or portions thereof, without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the Contract and the execution of a supplemental Contract or Contract modification. The Contract price may be adjusted prior to the beginning of the extension period and shall be subject to allotment and the availability of State funds.

The STATE desires to commence this Contract on March 1, 2025. However, due to the time required for evaluation, award, and execution of this Contract, the exact commencement date is indeterminate at this time.

The STATE may terminate the Contract at any time in accordance with Exhibit "A", the "General Conditions" no. 14.

SUCCESSFUL BIDDER REQUIREMENTS

The successful Bidder shall comply with the following:

- 1) HRS 11-355 (Contributions by state and county Contractors prohibited);
- 2) HRS 103D-302(b) and HAR 3-122-21(8) (Disclosure of Joint Contractor or Subcontractor Listing);
- 3) HRS 103D-310 (Responsibility of Offerors);
- 4) HAR 3-122-192 (Independent Price Determination);
- 5) HRS 103D-1002 and HAR 3-124 Subchapter 1 (Hawaii Product Preferences);
- 6) HRS 103D-1005 and HAR 3-124 Subchapter 4 (Recycled Product Preferences, if applicable); and
- 7) HRS 103D-55 (Wages, hours, and working conditions of employees of contractors performing services.)

LISTING OF JOINT CONTRACTORS OR SUBCONTRACTORS HAR 3-122-21(8)

The Bidder agrees the completed listing of joint CONTRACTORS or SUBCONTRACTORS is required for the service and that the Bidder, together with the listed joint CONTRACTORS and SUBCONTRACTORS, have all the specialty CONTRACTOR's licenses to complete the work.

OTHER

The Contract price shall be as proposed in Offer Form 3 for the entire duration of the contract except when an increase in wage rates to public employees performing similar work becomes effective during the contract period. Refer to "PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES" on page 16 to 18.

The CONTRACTOR shall be responsible for the completion of the entire services per its Bid Quote.

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, Located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813; P.O. Box 119, Honolulu, Hawaii 96810-0119
State	=	All agencies, including schools participating in this agreement
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.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
GET	=	General Excise Tax
GTP	=	General Provisions dated April 2013

SCOPE

The services specified herein for the Waimano Hale Complex shall be in accordance with the Specifications and Special Conditions of this IFB, the “General Provisions for Goods and Services,” attached hereto as Exhibit “B” and made a part hereof, the State’s “General Conditions, Form AG-008,” attached hereto as Exhibit “A”, or a revised General Conditions version and applicable Contract forms which, 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, Hawaii Revised Statutes (“HRS”) Chapter 103D and the State Procurement Office’s applicable Directives, Circulars, and administrative rules. All prospective Bidders are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.

Any Contract arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

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:

Sayuri Sugimoto
State of Hawaii Department of Health
Developmental Disabilities Division
1250 Punchbowl Street, Room 463
Honolulu, Hawaii 96813
Telephone: (808) 587-6043
Facsimile: (808) 586-5844

ISSUING OFFICER

The individuals listed below are the sole point of contact from the date of release of this IFB until the selection of the Bidder to which a Contract will be awarded:

Primary Contact
Leimomi Fernandes-Otake
State of Hawaii Department of Health
Developmental Disabilities Division
1250 Punchbowl Street, Room 463
Honolulu, Hawaii 96813
Email: leimomi.fernandes-otake@doh.hawaii.gov

Alternate Contact*
Sayuri Sugimoto
State of Hawaii Department of Health
Developmental Disabilities Division
1250 Punchbowl Street, Room 463
Honolulu, Hawaii 96813
Email: sayuri.sugimoto@doh.hawaii.gov

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

CONTRACT ADMINISTRATOR

For the purpose of this solicitation, the Contract Administrator is Leimomi Fernandes-Otake, or her designated representative. The Contract Administrator or her designee is the sole contact for matters related to the Contract. The Contractor shall communicate all Contract related matters to the Contract Administrator or her designated representative for the duration of the Contract.

BIDDER QUALIFICATION

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

1. The Bidder shall have an office located on the island of Oahu from where s/he conducts business and where s/he will be accessible to telephone calls for complaints or requests that

require immediate attention. An answering service is not acceptable. Office location shall be stated on the appropriate OFFER FORM page.

2. A list of at least three (3) references from the Bidder's client listing that may be contacted by the STATE as to the Bidder's past and current job performance. The list shall contain names of the organization, names of the contact person, telephone numbers, and email addresses.
3. A summary listing of judgments or pending lawsuits or actions against; adverse Contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
4. The Bidder shall have at the time of bidding, a certificate for insurance that complies with the requirements of this IFB.

The Bidder, at no extra cost, shall provide additional background information and documentation on any of the above requirements if requested by the STATE.

RESPONSIBILITY OF BIDDERS

Pursuant to HRS §103D-310(c), the selected Bidder shall at the time of award be compliant with all laws governing entities doing business in the STATE. The STATE will verify compliance on Hawaii Compliance Express ("HCE").

HAWAII COMPLIANCE EXPRESS

HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, *Certificate of Vendor Compliance* is a printable certificate that will provide *compliant* status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Department of Labor and Industrial Relations and a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs required pursuant to HRS §103D- 310(c) and Hawaii Administrative Rules ("HAR") §3-122-112.

Vendors/contractors/service providers are advised to register with HCE at <http://vendors.ehawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, the 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 costs 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.

The site survey is scheduled on September 4, 2024 at 10:00 a.m. Please RSVP by emailing the company and attendee's names to Leimomi.Fernandes-Otake@doh.hawaii.gov. On the day of the site survey, report to Hale A to check-in with the STATE staff. Please be on time as we will begin the tour of the buildings/Waimano Hale Complex promptly at 10:00 am.

INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer by September 11, 2024, at 10:00 AM HST. Only those written inquiries received by the deadline shall be responded to. An Addendum shall be issued to provide Bidders with a list of inquiries and responses. 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 and OF-2. The Bidder is requested to submit its offer using the Bidder'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 Offer Forms shall be an original signature in blue ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

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.

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, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Bidder 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 the general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. The Bidder shall provide insurance information at the time of bidding. Further, the Bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

References. The Bidder shall list as references, companies for whom the 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 the Bidder's past performance.

Confidential Information. Bidders shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to 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 at the State of Hawaii, Department of Health, 1250 Punchbowl Street, Kinau Hale Building, Room 463, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of this IFB. Timely receipt of offers shall be evidenced by the date and time registered by the Developmental Disabilities Division, Administrative Office's clock and written receipt. Offers received after the deadline shall be returned unopened.

If the Bidder chooses to deliver its offer by United States Postal Service (“USPS”), please be aware that the USPS does not deliver directly to Room 463. This may cause a delay in receipt by the Contract Administrator, or her designee and the offer may reach the Contract Administrator or her designee after the deadline, resulting in automatic rejection.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the wage certification attached as Exhibit “C” 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 and minimum qualification specifications for Janitor II and Janitor Supervisor I positions. Effective July 1, 2023, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u> <u>Effective July 1, 2024</u>
Building and Grounds Supervisor	\$36.40/hour

(See Exhibit “D” and Exhibit “E”, attached hereto and made a part hereof, for “Position Class Specifications” and “Minimum Qualification Specifications,” respectively.)

Accordingly, bidder should consider the aforementioned wage rates when preparing the 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;
 - 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, 2022 to March 6, 2023
Extension period:	March 7, 2023 to March 6, 2024

The option to extend the original contract is exercised for the period March 7, 2022 to March 6, 2023. On March 1, 2023, the State announces a pay raise retroactive to July 1, 2022 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, 2022 to March 6, 2023. Note that the price adjustment is not applied retroactively to July 1, 2022 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/Building and Grounds Supervisor (A) = (A) for example = \$30.00/hr
- b. Current Hourly Wage Rate (B) = (B) for example = \$29.00/hr
- c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$29.50/hr
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr
- e. Adjusted Bid Price/Hr/Building and Grounds Supervisor (E) = (A) + (D), or
\$30.00 + \$.50 = \$30.50/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 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
\$30.50 + \$.08 = \$30.58

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 Bidder submitting the lowest total sum bid price. The Bidder must bid on all items specified on the Offer Form to be considered for award.

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the DOH prior to award, the lowest responsive and responsible Bidder shall produce documents to the Procurement Officer to demonstrate compliance with this section.

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 reviewed by the Deputy Attorney General who will review and sign the final document.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2013) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website.

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.

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 DOH. However, the tax clearance certificate shall be submitted to the DOH.

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 reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the DOH.

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 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 DOH.

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

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 reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the DOH.

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 (Monday - Friday, from 7:45 AM to 4:30 PM HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. The CONTRACTOR is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the HCE, which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance.” 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 of \$12.00 to the Hawaii Information Consortium, LLC. 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.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DOH 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 Bidder, if any, will be made within sixty (60) calendar days after the opening of Bidders, and the prices quoted by the Bidder shall remain firm for the sixty (60) 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, the Bidder, if awarded a Contract in response to this solicitation, agrees to comply with Section 11-355, 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 Bidder for execution. The Contract shall be signed by the successful Bidder and returned within ten (10) days after receipt by the Bidder or as may be otherwise allowed by the Procurement Officer. NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.

NOTICE TO PROCEED

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

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. **Commercial General Liability Insurance**
Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
2. **Automobile Liability Insurance**
Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.
3. **Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.**

The Contractor shall deposit with the contracting agency, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the contracting agency that the provisions

of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the contracting agency during the entire term of the Contract. Upon request by the contracting agency, the Contractor shall furnish a copy of the policy or policies.

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

The certificates of insurance shall contain the following clauses:

“The State of Hawaii and its officers and employees are added as an additional insured as respects to operations performed for the State of Hawaii.”

“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.”

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor’s liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the Contract.

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.

The CONTRACTOR shall submit original invoice to the following address:

State of Hawaii Department of Health
Developmental Disabilities Division
Outcomes and Compliance Branch Chief
2201 Waimano Home Road, Hale A
Pearl City, HI 96782

The invoice shall reference both the Contract number and the IFB number.

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract. Alternately, a "Certificate of Vendor Compliance," if any, obtained for final payment is valid for two (2) months.

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

The 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," Exhibit "A." When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination of Default) and fails to perform in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in the Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default, to the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the CONTRACTOR.

Liquidated damages are fixed at the sum of FIFTY AND 00/100 DOLLARS (\$50.00) per each and every calendar day per violation the CONTRACTOR fails to perform in whole or in part any of his obligations specified herein.

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 the “General Conditions,” Exhibit “A”, 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 Hawaii Awards & Notices Data System which is available on the SPO website:
<https://hands.ehawaii.gov/hands/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, State of Hawaii Department of Health, 1250 Punchbowl Street, Room 463, Honolulu, Hawaii 96813.