



**STATE OF HAWAI'I
OFFICE OF HAWAIIAN AFFAIRS**

INVITATION FOR BIDS

OHA IFB NO. FAC 2017-07

SEALED OFFERS

**TO FURNISH JANITORIAL AND MAINTENANCE SERVICES FOR FIVE
(5) OFFICE OF HAWAIIAN AFFAIRS OFFICES LOCATED STATEWIDE**

Issued: May 17, 2017

Office of Hawaiian Affairs
(OHA)
Administrative Services – Procurement Unit
560 N. Nimitz Highway, Suite 200
Honolulu, Hawaii 96817

NOTICE TO BIDDERS
(Chapter 103D, HRS)

OHA IFB NO. FAC 2017-07

Notice is hereby given that pursuant to Chapter §103D, Hawaii Revised Statutes (hereinafter "HRS"), as amended, the Office of Hawaiian Affairs (hereinafter "OHA") will be receiving sealed offers to **furnish Janitorial and Office Maintenance Services for five (5) Office of Hawaiian Affairs offices located on O'ahu, Hawai'i Island (Hilo and Kona), Moloka'i, and Kaua'i.**

This Invitation for Bid, Specifications, and Bid Offer Form may be picked up beginning May 17, 2017, at the OHA, 560 N. Nimitz Highway, Suite 200 – Procurement Unit, Honolulu, Hawai'i 96817, downloaded from the State Procurement Office website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations.

Pre-Bid Conference

The OHA Purchasing and Procurement Unit will conduct a Pre-Bid Conference on May 25, 2017, at the OHA Board Room at 1:30 p.m. Hawaii Standard Time (HST) with a site inspection of the Honolulu office to follow at approximately 3:00p.m. HST. The OHA strongly recommends that all interested Bidders attend.

Interested Bidders on the neighbor islands may call into the Pre-Bid Conference on May 25, 2017. Please email Miki Cachola Lene at mikic@oha.org for information to log into the conference. Site inspections for the neighbor island offices have also been scheduled. See Section I.VI. Procurement Timeline on page 7 for the schedule and location addresses.

Bid Deadline

Sealed bids must be received through the HIePRO website by 2:00 p.m. HST on June 16, 2017.

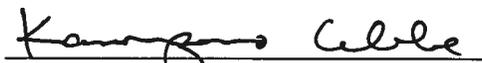
Bid Opening

Opening of bids will commence at 4:00 p.m. HST at the OHA on June 16, 2017.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the OHA.

If you have any questions, please contact Miki Cachola Lene, 'Aho Pueo Kū'ai/Procurement Specialist, at (808) 594-1993 or email mikic@oha.org.

OFFICE OF HAWAIIAN AFFAIRS



Kamana'opone M. Crabbe, Ph.D.

Its Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

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Attachment 1:	Bid Offer Form	Due June 16, 2017, 2:00 pm
Attachment 2:	Wage Certificate	Due June 16, 2017, 2:00 pm
Exhibit 1:	General Conditions	For Bidder’s information/use
Exhibit 2:	OHA’s Holiday Schedule	For Bidder’s information/use
Exhibit 3:	Sample Contract	For Bidder’s information/use
Exhibit 4:	Scope of Services Chart	For Bidder’s information/use

Section 1- Administrative Overview

I. Introduction

The Office of Hawaiian Affairs' (OHA) mission is to mālama Hawai'i's people and environmental resources, and OHA's assets, toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally. We are here to – Ho'oulu Lāhui Aloha – raise a beloved nation.

In 1978, a State of Hawai'i Constitutional Convention created OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocate for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai'i Revised Statutes outlines OHA's duties and purposes, including promoting and protecting the rights of Native Hawaiians.

II. Authority

This Invitation for Bids (IFB) is issued under the provisions of the HRS, Chapter 103D, and the related administrative rules. Prospective Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective Bidder shall constitute an admission of such knowledge.

III. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested Bidders with an overview of the procurement process
- Section 2 Scope of Work and Specifications – Provides interested Bidders with a general description of the tasks to be performed, delineates the interested Bidder responsibilities, and defines deliverables (as applicable)
- Section 3 Bid Forms and Instructions – Describes the required format and content for the bid
- Section 4 Bid Evaluation and Award – Describes how the bids will be evaluated by the OHA
- Section 5 Attachments

IV. Contracting Office

The Procurement Unit is responsible for overseeing the procurement process and issuing the Contract resulting from this IFB. For the purpose of this solicitation, the IFB Coordinator is listed as:

Miki Cachola Lene
Procurement Specialist – Office of Hawaiian Affairs
560 N. Nimitz Highway, Suite 200
Honolulu, HI 96817
Telephone: (808) 594-1993 Fax: (808) 594-1863 Email: mikic@oha.org

The Land and Property Management Unit shall be responsible for coordinating and monitoring the services performed under the Contract. For the purpose of this solicitation, the Contract Coordinator will be:

Keith Gutierrez
Facilities Coordinator – Office of Hawaiian Affairs
560 N. Nimitz Highway, Suite 200
Honolulu, HI 96817

Any changes to the Contract Coordinator shall be provided in writing to the Contractor. The OHA reserves the right to make changes to the Contract Coordinator and shall be responsible to notify the Contractor of any change.

V. Facility Information

The facilities are five (5) Office of Hawaiian Affairs offices statewide.

- A.** Office of Hawaiian Affairs – Honolulu
560 N. Nimitz Highway
Honolulu, Hawai‘i 96817
44,298 Square Feet

- B.** Office of Hawaiian Affairs – Hilo
399 Hualani Street, Suite 20CD
Hilo, Hawai‘i 96720
1,520 Square Feet

- C.** Office of Hawaiian Affairs – Kona
75-1000 Henry Street, Suite 205
Kailua-Kona, HI 96740
1,001 Square Feet

- D.** Office of Hawaiian Affairs – Moloka‘i
600 Maunaloa Highway, Suite D1-D2
Kaunakakai, HI 96748
1,926 Square Feet

- E.** Office of Hawaiian Affairs – Kaua‘i
4405 Kukui Grove, Suite 103
Līhu‘e, HI 96766
1,076 Square Feet

VI. Procurement Timeline

The timetable at present represents the OHA's best estimated schedule. If an activity of the timetable is delayed, the rest of the timetable dates may be shifted. The Contract start date will be subject to the issuance of a Notice to Proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public Notice Announcing IFB Distribution of bid specs/bid offer form	May 17, 2017
Pre-Bid Conference & Site Inspection – Honolulu 560 N. Nimitz Hwy, Ste 200, Honolulu, HI 96817	1:30 pm, May 25, 2017
Site Inspection – Hilo 399 Hualani St, Ste 20CD, Hilo, HI 96720	10:00 am, May 26, 2017
Site Inspection – Kona 75-1000 Henry St, Ste 205, Kailua-Kona, HI 96740	2:30 pm, May 26, 2017
Site Inspection – Moloka'i 600 Maunaloa Hwy, Ste D1-D2, Kaunakakai, HI 96748	10:00 am, May 31, 2017
Site Inspection – Kaua'i 4405 Kukui Grove, Ste 103, Lihu'e, HI 96766	10:00 am, June 1, 2017
Deadline for Questions	4:00 pm, June 5, 2017
Deadline for Responses to Questions	4:00 pm, June 7, 2017
Bid Submittal Deadline/Bid Closing 560 N. Nimitz Hwy, Suite 200 Honolulu, HI 96817	2:00 pm, June 16, 2017
Bid Opening 560 N. Nimitz Hwy, Suite 200 Honolulu, HI 96817	4:00 pm, June 16, 2017

The OHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the OHA. The Contract execution and start date shall be subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

VII. Pre-Bid Conference/Site Inspections

Interested Bidders are strongly encouraged to attend or call into the optional Pre-Bid Conference.

Date: May 25, 2017
 Time: 1:30 – 2:30 p.m. HST
 Location: Office of Hawaiian Affairs
 560 N. Nimitz Highway, Suite 200
 Honolulu, Hawai'i 96817

A site inspection shall commence after the Pre-Bid Conference at approximately 2:30 pm HST for the Honolulu Office only.

Interested Bidders on the neighbor islands should email IFB Coordinator, Miki Cachola Lene, at mikic@oha.org for information to log into the Pre-Bid Conference. Site inspections for the neighbor island offices have also been scheduled. See Section 1.VI. Procurement Timeline on page 3 for the schedule and location addresses.

Prior to submittal of the bid, interested Bidders may inspect the project sites to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions, layout or work to be performed.

Impromptu questions shall be permitted at the Pre-Bid Conference and site inspection and spontaneous answers provided. Verbal responses provided at the Pre-Bid Conference and/or site inspection are only intended as general direction. Written, formal official responses to substantive questions shall be provided in writing to each interested Bidder set forth in Item VIII. Submission of Questions, herein below. The only official position of OHA is that which is stated in writing and issued in the IFB as addenda thereto.

VIII. Submission of Questions

Interested Bidders may submit questions to the IFB Coordinator identified in Section 1.IV. Contracting Office, on pages 1-2 of this IFB. Questions must be received in writing via electronic mail, facsimile, or postal mail no later than the “Deadline for Questions”, identified in Item VI on page 3. All written questions will receive a written response from the OHA no later than the “Deadline for Responses to Questions”, also identified in Item VI. Procurement Timeline on page 3.

OHA reserves the right to reject or deny any request(s), in whole or in part, made by any Bidder.

Impromptu, oral questions are permitted and verbal answers will be provided, but only intended as general direction and will not represent the official OHA position. The only official position of OHA is that which is stated in writing and issued as an Addenda to the IFB on the HIePRO website.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon as such.

IX. Submission of Sealed Bid Offer

- A. Form** - The Bid Offer Form is attached in Section 5. See Attachment 1: Bid Offer Form. Interested Bidders may bid on a single, multiple or all locations, and shall add Items 5, 10, 15, 20 & 25 of the Bid Offer Form for the Grand Total (Annual) Bid Price on page 6. **All Janitorial Services, All Semi-Annual Services and On-Call Maintenance Services shall be bid upon for EACH location that the Interested Bidder is submitting a bid for.**
- B. Bid Submittal** – The Bid Offer Form and Wage Certificate shall be downloaded from the HIEPRO website and completed. **Submittal of the bid shall be through the HIEPRO website by uploading the required forms by the designated date and time.** All bids must be in the OHA’s possession by the submittal time deadline to be considered responsive. Any bids received after the designated date and time shall be rejected. Hand-delivery, mail, electronic mail and facsimile transmission of the Bid Offer Form and/or Wage Certificate shall not be accepted. There shall be no exceptions to this requirement.
- C. Wages and Labor Laws Compliance** – Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify that it is in compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of the Contractor performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages to public officers and employees for similar work. Interested Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor shall be obligated to provide wages not less than those increased wages.

Interested Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 2: Wage Certificate.

The Contractor shall be further obligated to notify their employees performing work under the Contract regarding the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice in the Contractor’s place of business in an area accessible to all employees.

X. Discussion with Interested Bidders Prior to Bid Submission

Discussions may be conducted with potential Bidders to promote understanding of the purchasing agency’s requirements.

XI. Opening of Bids

- A.** Upon submittal of sealed bids by Interested Bidders through HIEPRO, all bids will be date and time-stamped.

Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

- B.** Sealed bids received by the due date and time shall be opened at the bid opening. All bids must be in the OHA's possession by the submittal time deadline. Bid Opening shall commence at 4:00 p.m. June 16, 2017 at the OHA Headquarters, 560 N. Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817.
- C.** In the unlikely event that the OHA receives a bid that is misplaced or mishandled through no fault of the Bidder, the OHA shall publicly open the bid as soon as possible, and inform all Bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the OHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time. Such admission may open the OHA to liability.

XII. Additional Materials and Documentation

Bid samples or descriptive literature shall not be submitted unless specifically requested within the technical specifications. Any unsolicited documentation, literature, samples, or brochures shall not be examined or tested, and shall not be deemed to vary any of the provisions of this IFB.

XIII. IFB Amendments

The OHA reserves the right to amend this IFB at any time prior to the Bid Closing date and time. IFB Amendments shall be in the form of addenda and interested Bidders shall be notified of all amendments through written communication which may include electronic mail, facsimile, or postal mail.

XIV. Cancellation of IFB

This IFB may be cancelled when it is determined to be in the best interest of OHA.

XV. Costs for Bid Preparation and Verification

- A.** Any costs incurred by interested Bidders in preparing or submitting a bid are the interested Bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.
- B.** Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the interested Bidder's sole responsibility.
- C.** Interested Bidders shall ensure that the OHA is provided with the written authorization(s) necessary to verify information provided on the Bid Offer Form.

XVI. Mistakes in Bids

While interested Bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the Bidder to the extent that it is not contrary to the best interest of the OHA or to the fair treatment of other interested Bidders. Mistakes in bids shall be handled as provided for in section 3-122-31, HAR.

XVII. Rejection of Bids

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrates an understanding of the service specifications. Any bid offering or any other set of terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price. A bid is unreasonable in price if the bid price, when compared with the price submission of other prospective Bidders, prior Contract prices, and/or prices available on the open market, is grossly unbalance. The total price of the bid and the prices for individual items are considered; or
2. Materially unbalanced. A bid is materially unbalanced if there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is where the bidding is at a very high price for the first term and extremely low for subsequent terms.

Any bid offer which is submitted in a manner which alters the bid form or does not conform to the format and instructions provided shall be determined non-responsive.

XVIII. Confidential Information

If an interested Bidder believes that any portion of their bid contains information that should be withheld as confidential, the interested Bidder shall provide a written request for nondisclosure of designated proprietary information to be confidential and provide justification to support confidentiality. Such request shall accompany the bid, be clearly marked, and shall be readily separable from the bid document to facilitate eventual public inspection of the non-confidential sections of the bid documents. Note that price is not considered confidential.

XIX. Notice of Award

A. If made, an award shall be as follows:

1. Awarded to the responsible and responsive Bidder submitting the best value bid indicated on the Bid Offer Forms. Interested Bidders must submit a bid offer for all janitorial services, all semi-annual cleaning services, and on-call maintenance services (including all General Excise Tax), for each designated office space they are interested in submitting a bid for; and
 2. In the case of a tie, the bid shall be awarded by the flip of a coin or some other random means of selection.
- B.** No work is to be undertaken by the successful Bidder prior to the Contract commencement date. The OHA is not liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the starting date.
- C.** Interested Bidders shall produce documents to the IFB Coordinator to demonstrate compliance with section 3-122-112, HAR, Responsibility of offerors. The Successful Bidder(s) receiving the award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and service specifications are included herein. See Exhibit 1: General Conditions.

XX. Protests

- A.** A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the proposal receipt date.
- B.** Pursuant to section 103D-701, HRS, any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. An actual or prospective Bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures.

The Notice of Protest shall be mailed by USPS or hand delivered to the OHA-Head of Purchasing Agency and the Procurement Officer within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto a protest based upon the content of the solicitation, and shall be submitted in writing prior to the date set for receipt of offers.

In addition, a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the OHA-Head of the Purchasing Agency. Any award resulting from this solicitation shall be posted to the State Procurement Office website on Contract Awards and information at <http://www.hawaii.gov/spo>.

OHA-Head of the Purchasing Agency	Procurement Officer
Name: Kamana'opono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer	Title: Pou Kāko'o Ho'oki'iki'i, Procurement Manager
Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai'i 96817	Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai'i 96817

XXI. Availability of Funds

The award of a Contract and any permitted renewal or extension shall be subject to allotments made by the OHA and subject to the availability of funds.

XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Coordinator and/or his/her designated representative.

XXIII. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included in Section 5, Exhibit 1: General Conditions, of this IFB. Special conditions may also be imposed contractually by the OHA, as deemed necessary. If there is a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail. The OHA reserves the right to make small or major modifications to the Contract due to conditions that it is unable to anticipate now. See Exhibit 1: General Conditions.

END OF SECTION

Section 2 – Scope of Work and Specifications

I. Contract Period

The term of Contract shall be for a THIRTY-SIX (36) month period commencing with the date of Contract award.

Unless terminated, the Contract may be extended without re-bidding, upon mutual agreement in writing between the OHA and the Contractor, prior to the expiration date, for not more than TWO (2) additional TWELVE (12) month periods, or a portion thereof. Provided, however, the Contract price for the extended period shall remain the same or lower than the initial Contract price, subject to any price increase allowed by the Contract.

The Contractor or the OHA may terminate any extended Contract period at any time upon NINETY (90) days prior written notice.

II. General Requirements

A. Bid Preparation - The Successful Bidder shall comply with Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services.

B. Compliance Requirements - Interested bidders are advised that if awarded a Contract under this IFB, the Successful Bidder must furnish proof of compliance with the requirements of section 3-122-112, HAR:

- Chapter 237 HRS, tax clearance;
- Chapter 383 HRS, unemployment insurance;
- Chapter 386 HRS, workers' compensation;
- Chapter 392 HRS, temporary disability insurance; and
- Chapter 393 HRS, prepaid health care.

C. Hawaii Compliance Express - The Successful Bidder shall use the Hawaii Compliance Express (hereinafter "HCE"), to demonstrate compliance with a "Certificate of Vendor Compliance" to provide current compliance status of Federal and State Tax Clearance Form, Certificate of Compliance for the Department of Labor and Industrial Relations (hereinafter "DLIR") #27 and the Certificate of Good Standing from the DCCA. The Certificate of Vendor Compliance is acceptable for both contracting purposes and final payment.

The HCE services allow business to register online through a simple wizard interface at: <http://vendors.ehawaii.gov/hce/splash/welcome.html>. Applicants are required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (hereinafter "HIC").

D. Information regarding the Federal and State Departments

1. Information regarding the *Certificate of Good Standing* is as follows:

Department of Commerce and Consumer Affairs (DCCA)

Business Registration Division

Phone: (808) 586-2727

Email: breg@dcca.hawaii.gov

Successful Bidders are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

2. Information regarding the tax clearance certificate is as follows:

Department of Taxation (DOTAX)

Electronic Processing Unit

Phone: (808) 587-4242

Email: taxpayer.services@hawaii.gov

Internal Revenue Service

Hawaii Tax Clearance Program

Phone: (808) 566-2748

Fax: (808) 524-5950

The application for the tax clearance is the responsibility of the interested bidder. The interested bidder must submit the tax clearance directly to the DOTAX or IRS and not to the state contracting agency for processing.

3. Information regarding the DLIR certification is as follows:

Disability Compensation Division

Phone: (808) 586-9200

Email: dlir.workcomp@hawaii.gov

Unemployment Insurance Division

Phone: (808) 586-8926

Email: dlir.ui.empsvc.tax@hawaii.gov

E. Hawaii Business Registration

The Contractor shall be in compliance with one (1) of the following:

1. Be registered and incorporated or organized under the laws of the State (hereinafter “Hawaii business”). A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter “BREG”). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful

Bidder’s status as sole proprietor or other business entity and its business address indicated on page 1 of the Successful Bidder’s Bid Offer Form will be used to confirm that the Successful Bidder is a Hawaii business. See Section 5 – Attachment 1: Bid Offer Form.

2. Be registered to do business in the state (hereinafter “compliant non-Hawaii business”). A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING.

The above certificates should be applied for and uploaded as a separate document upon submittal of the interested bidder’s Bid Offer Form. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

F. Insurance Requirements

The Successful Bidder shall maintain insurance acceptable to the OHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Successful Bidder shall provide the following coverages:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
Personal Injury Liability	\$1,000,000 single limits per occurrence \$2,000,000 for general aggregate
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
Workers Compensation	Policy shall include coverage required by State of Hawai‘i and include Part B coverage as follows: Employers Liability with limits of \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee.

1. The State of Hawaii and the OHA, its elected and appointed officials, officers, employees, and volunteer shall be named as additional insured as to the services performed under this Contract.

2. The Successful Bidder agrees to provide the OHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the OHA that the Successful Bidder has complied with insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of this Contract. Upon request by the OHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the OHA to exercise any or all of the remedies provided in this Contract for default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

3. The insurer shall notify the OHA in writing of any cancellation or change in provisions THIRTY (30) calendar days prior to the effective date of such cancellation or change.
4. The OHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the OHA shall apply in excess of and shall not contribute to any insurance provided by the Successful Bidder.

G. No performance or payment bond is required

The Successful Bidder shall have a permanent office on the Island of O'ahu from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Permanent office location and phone number shall be stated on the Bid Offer Form.

H. Single or multiple Contracts and terms to be awarded

- | | | |
|--|---|--|
| <input type="checkbox"/> Single | <input checked="" type="checkbox"/> Multiple | <input type="checkbox"/> Single & Multiple |
| <input type="checkbox"/> Single term (\leq 2 years) | <input checked="" type="checkbox"/> Multi-term ($>$ 2 years) | |

Initial term of Contract: 36 months

Length of each extension: Up to 12 months (may be less than 12 months when it is in the best interest of the OHA)

Maximum length of Contract: 60 months

I. Regarding Contract Extension

The initial period shall commence on the Contract start date or Notice to Proceed, whichever is later. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The OHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. Contract extensions shall be awarded at the same or lower rates as the primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
3. A Supplemental Contract must be executed prior to expiration of the primary Contract; and
4. The Contractor must obtain the OHA approval in writing and a notice to proceed with the extension; and
5. The OHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
6. The necessary OHA funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the OHA. The Contract shall be extended at the same or lower rates as proposed in the original bid, unless price adjustments are provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall be responsible for the State of Hawaii general excise tax and all other applicable taxes.

J. Statutory requirements of Section 103-55, HRS

Interested Bidders shall complete and submit the attached Wage Certification by which Bidder certifies that the services required will be performed pursuant to Section 103-55, HRS. See Attachment 2: Wage Certificate.

Interested Bidders 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. Interested Bidders are further advised that in the event of an increase in wage rates to public employees performing

similar work during the Contract period, the Successful Bidder shall be obligated to provide wages no less than those increased wages.

The OHA has determined that work to be done under this Contract is similar to the Janitor I (BC01) and Building Maintenance Worker I (BC09) positions; therefore, the Successful Bidder shall be required to pay their employees the prevailing State wages for work performed under this Contract. The hourly wages paid to these State positions are:

Class Title	Hourly Rate, Eff. 04/01/17
Janitor I (BU01, BC01)	\$18.47/hr.
Building Maintenance Worker I (BU01, BC09)	\$25.09/hr.

See <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

K. Bid Price

The Grand Total (Annual) Bid Price shall be the all-inclusive cost to the OHA, including all applicable federal, state, and county taxes and fees for providing the services specified. The Bid Price shall be applicable to janitorial and maintenance services provided during work hours. The OHA shall not be responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees. Interested bidders should account for any published wage increase in their bid offer.

The Interested Bidder's bid price shall include any increase in costs for benefits required by law that are automatically increased as a result of increased wages such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

L. Price Adjustment by the State

At the release of this IFB, only the current wages of State employees performing similar work are known. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wages of the Successful Bidder's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages such as federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase shall not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with Section 103-55, HRS. Its employees shall be paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.
3. Request for increase must be made in writing to the OHA on a timely basis:
 - a. Request for increase for the initial Contract and any Supplemental period must be made as soon as practicable after the State wage agreements are made public. Approved request shall be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
 - b. The Successful Bidder may call the IFB Coordinator named in this IFB to obtain the current wage information or download the information from the Department of Human Resource Development's website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>
4. The OHA reserves the right to make changes to the scheduled janitorial and/or maintenance services, including increasing or decreasing the offices/spaces to be serviced. Any changes shall be made at the same or lower Contract price per square foot for similar services and upon written notification by the OHA to the Contractor.

III. Scope of Services

Work included in this Contract shall consist of providing Janitorial and Office Maintenance Services for five (5) Office of Hawaiian Affairs offices located Statewide, in accordance with these specifications herein.

A. Service Activities – Minimum and/or mandatory tasks and responsibilities

1. Locations and Area
 - a. Office of Hawaiian Affairs – Honolulu
560 N. Nimitz Highway
Honolulu, Hawai'i 96817:

Board of Trustees Office

8,555 Square Feet

Human Resources Office	769 Square Feet
Land Office	2,455 Square Feet
Native Hawaiian Revolving Loan Fund Office	576 Square Feet
Main Office / Conference Rooms / Lobby / Mezzanine	20,816 Square Feet
3 rd Floor Executive	4,630 Square Feet
Board Room / Conference Rooms / Lumi ‘Aina	5,530 Square Feet
Hale Noelo	967 Square Feet

TOTAL SQUARE FOOTAGE: 44,298 Square Feet

b. Office of Hawaiian Affairs – Hilo 1,520 Square Feet
 399 Hualani Street, Suite 20-CD
 Hilo, Hawai‘i 96720

c. Office of Hawaiian Affairs – Kona 1,001 Square Feet
 75-1000 Henry Street, Suite 205
 Kailua-Kona, Hawai‘i 96740

d. Office of Hawaiian Affairs – Moloka‘i
 600 Maunaloa Highway, Suite D-1
 Kaunakakai, Hawai‘i 96748:

Main Office	1,337 Square Feet
Conference Room	589 Square Feet

TOTAL SQUARE FOOTAGE: 1,926 Square Feet

e. Office of Hawaiian Affairs – Kaua‘i 1,076 Square Feet
 4405 Kukui Grove, Suite 103
 Līhu‘e, Hawai‘i 96766

2. Work Schedule

- a. The Successful Bidder shall furnish the Contract Coordinator a work schedule. If services are delayed, the Successful Bidder must notify the Contract Coordinator of the delay and the projected time when services will resume.
- b. Janitorial services shall be performed between the hours of 4:30 pm and 8:30 pm, Monday thru Friday, excluding State Holidays. See Exhibit 2: OHA’s Holiday Schedule.
- c. Periodic (Monthly and Semi-Annual) cleaning services shall be determined in a Maintenance Schedule provided by the Successful Bidder upon award. Services shall be performed between the hours of 4:30 pm and 8:30 pm,

Monday thru Friday, excluding State Holidays as approved by the Contract Coordinator to minimize interruption of services.

- d. Deep-cleaning or shampooing of carpet areas shall be determined in the same Maintenance Schedule provided by the Successful Bidder upon award. Services shall be performed on Saturdays as approved by the Contract Coordinator to minimize interruption of services and allow time for the carpet to dry on Sundays. The Successful Bidder shall coordinate with the Contract Coordinator to confirm days of service.
3. Daily Janitorial Services for Honolulu ONLY
 - a. Empty all office and tenant space restroom wastebaskets and replace plastic liners as necessary. All refuse shall be placed in 55-gallon plastic bags and placed in the trash dumpsters located near the Waikiki and Ewa sides of Nā Lama Kukui by the Active Loading/Unloading areas, and the recycling bin located near the Ewa side of Nā Lama Kukui by the Active Loading/Unloading area.
 - b. Wipe/clean and disinfect kitchen sinks, countertops, tabletops and microwaves.
 - c. Clean and disinfect tenant space restroom floors, sinks, countertops, mirrors, toilets and urinals.
 - d. Restock restroom product dispensers, as necessary.
 4. Semi-Weekly Janitorial Services for Honolulu office ONLY – Monday, Wednesday, Friday
 - a. Vacuum and spot clean all carpeted areas as necessary. Items included without limitation, such as staples and paper clips must be removed from carpet. Furniture moved while cleaning shall be returned to its original location.
 - b. Sweep and spot clean all non-carpeted floors as necessary with the appropriate cleaning materials.
 - c. Spot clean all doors, glass windows, and all walls to height of eight (8) feet.
 5. Semi-Weekly Janitorial Services for Molokai Conference Room ONLY – Monday, Wednesday, Friday
 - a. Wipe down conference table and chairs.
 - b. Vacuum and spot clean all carpeted areas as necessary.

- c. Sweep and mop all non-carpeted floors.
 - d. Empty wastebaskets and trash containers.
 - e. Dust desks, file cabinets, furniture, and window shades.
6. Weekly Janitorial Services for Honolulu office – once per week
- a. Mop all non-carpeted floors.
 - b. Vacuum and clean all interior partitions and windowsills.
 - c. Dust and wipe clean all flat surfaces, desks, countertops, office furniture, and equipment. Dusting shall only be accomplished only where there are no objects upon the surface. Items on desks shall not be moved or dusted.
7. Weekly Janitorial Services for Hilo, Kona, Moloka‘i, and Kaua‘i offices – once per week
- a. Empty all office and tenant space restroom wastebaskets and replace plastic liners as necessary.
 - b. Wipe/clean and disinfect kitchen sinks, countertops, tabletops and microwaves.
 - c. Vacuum and spot clean all carpeted areas as necessary.
 - d. Vacuum and clean all interior partitions and windowsills.
 - e. Sweep and mop all non-carpeted floors with the appropriate cleaning materials.
 - f. Spot clean all doors, glass windows, and all walls to height of eight (8) feet.
 - g. Dust and wipe clean all flat surfaces, desks, countertops, office furniture, and equipment. Dusting shall only be accomplished only where there are no objects upon the surface. Items on desks shall not be moved or dusted.
8. Monthly Cleaning Services for all offices – once per month for each office, established by Maintenance Schedule
- a. Clean all doors, windows (interior and exterior, as appropriate), louvers, screens, blinds, and window coverings.
 - b. Damp wipe all metal portions of partition panels, trim doorway/walls and picture frames.

- c. Deep clean kitchen appliances including microwaves and refrigerators.
9. Semi-Annual Cleaning Services for all offices – once every six (6) months for each office, established by Maintenance Schedule, during non-business hours
- a. Deep clean all A/C unit vents.
 - b. Deep clean/Shampoo all carpeted areas.
 - c. Strip, wax and buff all non-carpeted floors.
 - d. Remove and clean light fixture diffusers.
 - e. Clean all building walls (floor to ceiling), glass windows, and all front doors (interior and exterior).
 - f. Disinfect tenant-space bathrooms which shall include but may not be limited to floors, counters, toilets/urinals, mirrors, walls.
 - g. Dust and clean areas above eight (8) feet in height which shall include but may not be limited to pipe fixtures, lights, A/C vents, shelving, etc.
10. On-Call Office Maintenance Services for all offices – to be scheduled as needed during business hours
- a. Painting and drywall repair.
 - b. Light/light bulb replacement.
 - c. Install/change water faucet filter.
 - d. Assemble, repair, and adjust furniture.
 - e. Basic installation of office equipment and furniture (e.g. keyboard trays, small bookshelves, etc.).
 - f. Mechanically adjust doors and windows.
 - g. Repair, install and or replace screens, blinds, and ceiling tiles.
 - h. Drill into walls to hang pictures or white boards.
 - i. Maintain all on-site fire extinguishers, AED defibrillators and smoke detectors including, but may not be limited to certification, battery replacement, repair and replacement, to remain in compliance with State and Federal fire codes by

coordinating with the appropriate agencies. Additional expenses shall be reimbursed upon receipt of invoices.

- j. Periodically replace roach/ant traps in kitchen areas. Keep offices free of insects with periodic pest control treatment, as determined by the OHA. Additional expenses shall be reimbursed upon receipt of invoices.
- k. Minor plumbing repairs for bathrooms and kitchen sinks which shall include, but may not be limited to, leaks, spills, and odors.
- l. Minor handyman repair work, as requested by the OHA Contract Coordinator and not in excess of \$1,000.00.
- m. Emergency work, as requested by the OHA Contract Coordinator, that is performed due to the risk of the health and safety of individuals and/or property.

11. Equipment & Supplies

- a. The Successful Bidder shall furnish all labor, equipment, cleaning supplies, materials, and supervision to satisfactorily perform janitorial services as outlined in this IFB.
- b. The Successful Bidder shall submit an invoice for all equipment and materials used by the office maintenance staff to perform on-call maintenance services. These items shall be listed as separate line items on the monthly invoice, or they may be submitted on a separate invoice, but shall be attached to and received together with the monthly invoice. Receipts for all equipment and materials used to perform the services shall be submitted with the invoice. Copies of receipts shall be acceptable.
- c. The Successful Bidder shall submit the invoice for all emergency work performed by the office maintenance staff due to the risk of the health and safety of individuals and/or property along with any associated materials used. Emergency work and associated materials shall be listed as separate line items on the monthly invoice, or they may be submitted on a separate invoice, but shall be attached to and received together with the monthly invoice. Receipts for all associated materials used to perform the services shall be submitted with the invoice. Copies of receipts shall be acceptable.
- d. The Successful Bidder shall provide all cleaning supplies which shall include but may not be limited to: disinfectants, toilet tissue, hand towels, liquid soap, toilet seat covers and plastic trash bags. It shall be the Successful Bidder's responsibility to replenish disposable supplies in the proper receptacles or fixtures in the tenant spaces included in this Contract.

- e. The OHA reserves the right to disapprove any cleaning chemical or equipment, which in its determination is unsatisfactory.
- f. It shall be the Successful Bidder's responsibility to provide and utilize safety signs, barricades, and any other safety device(s), during the performance of service. These safety devices shall be set-up by the Successful Bidder whenever the Successful Bidder's employees are performing services including, but may not be limited to: window cleaning, carpet shampooing, wet mopping or waxing floors, replacing diffusers, and/or whenever a ladder is being used. Safety devices shall be set-up in a manner that restricts access to the area, to prevent accidents to office personnel, as well as the general public.

12. Requirements of Occupational Safety and Health Act

The Successful Bidder shall submit to the OHA, Material Safety Data Sheets as required by the State of Hawaii, Department of Labor and Industrial Relations, Department of Occupational Safety and Health (DOSH), Occupational Safety and Health Standards, Title 12, Subtitle, 8, Part 8, Health Standards, Section 12-203.1, HAR.

13. Quality of Work

All services and work shall be done in a professional like manner by personnel employed for their qualifications, knowledge, training, and proven skill to perform cleaning and custodial tasks efficiently and in a satisfactory manner. The Successful Bidder agrees to remove any of its employees for good cause upon written request by the Contract Coordinator.

14. Re-Execution of Work

The Successful Bidder shall re-execute any work that fails to conform with the requirements of the Contract as determined by the Contract Coordinator within 48 hours.

15. Security & Access

- a. All employees must possess and wear picture ID Tags with the company name or a company shirt. Family members and/or non-employees of the company are not permitted at work sites during the performance of work.
- b. The Successful Bidder shall be responsible for the security of the building while performing services under the Contract. When leaving, the Successful Bidder shall specifically lock all doors and windows, and turn off all lights and air conditioners.

- c. The Successful Bidder shall prevent the entry of unauthorized person(s) into restricted areas. Cleaning personnel shall not provide access into facilities to any OHA staff person or member of the general public without express consent of the Contract Coordinator.
- d. Personnel shall maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing the details of incidents on property without the express consent of the Contract Coordinator.
- e. The Successful Bidder shall be responsible for the OHA's key(s)/security card(s) loaned to the Successful Bidder for entry and exit from the premises while performing services under the Contract. The Successful Bidder further agrees that this assigned key(s)/card(s) is the property of the OHA, and shall be returned within 24 hours of Contract termination or when requested by the OHA. The Successful Bidder shall further agree to neither make, cause, or knowingly permit to be made, nor otherwise obtain, procure, or provide any unauthorized duplicate copy of said key(s)/card(s), and stipulate that said key will only be used for authorized and permitted activities under the Contract. The Successful Bidder shall be charged for lock and key replacement(s) due to his and/or his employees' negligence or if key(s)/card(s) are not returned within the 24 hour period.

16. Changes to Janitorial and Office Maintenance Services Requirements

- a. The OHA reserves the right to increase, decrease or change the janitorial services and/or office maintenance services requirements and schedule. Any change shall be an amendment to the Contract.
- b. The OHA reserves the right to request commencement and scheduling of janitorial services and/or office maintenance services for any new suites/offices under this responsibility. This request shall be an amendment to the Contract. The unit cost per suite/office shall be negotiated at the same or similar Contract price per square foot.

B. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including minimal experience requirements.
- b. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff

vacancies, vacations, or changes in personnel.

- c. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees on the OHA property and shall instruct personnel to fully cooperate with the officer in charge. Cleaning and office maintenance personnel shall refrain from socializing, fraternizing or interfering with the staff in the discharge of their duties.
- d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the OHA upon request in writing by the Contract Coordinator. At the request of the OHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- e. The Successful Bidder shall have a properly trained and licensed manager to oversee the entire operation and to ensure that the services required are satisfactorily performed. All custodial and office maintenance personnel shall be under the supervision of the Contractor.
- f. Janitorial and office maintenance personnel shall refrain from having personal visitors and from socializing while on-duty.
- g. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided in the line of duty shall be treated as confidential. The Successful Bidder shall refrain from providing confidential information to the general public without express consent of the OHA.
- h. The Successful Bidder shall select only those individuals capable of demonstrating the following:
 - i. Ability to exercise good judgment;
 - ii. Maturity in conduct and attitude;
 - iii. Ability to communicate in English and read simple instructions; and
 - iv. Courteous to members of the public and the OHA employees as well as tolerant in their interactions with others, and be well groomed and neat in appearance.
- i. During the performance of this Contract, the Successful Bidder shall agree not to discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. The Successful Bidder shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment without regard to sex, race, creed, color, or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

C. Administrative

1. The Successful Bidder shall be required to attend meetings, as needed, with the Contract Coordinator. The day and time shall be specified by the Contract Coordinator. Necessary field visits shall also be made as determined by the Contract Coordinator.
2. The Contract Coordinator shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction, as needed. These discrepancies or Contract violation(s) must be corrected by a specified period for payment adjustment purposes. Liquidated damages shall apply for failure to comply.
3. Persons working under this Contract shall sign in and sign out daily. The Successful Bidder shall check with the Contractor Coordinator, as to the log location. The OHA will use the monthly logs to verify hours and completion of services under this Contract.

D. Payment

The OHA shall make payment upon the receipt of invoice and satisfactory performance of the services under the Contract, as determined by the Contract Coordinator. The Successful Bidder shall submit one (1) original monthly invoice, by the fifteenth (15th) day of each month, for all services rendered in the prior month, to:

Office of Hawaiian Affairs
Attn: Accounting Services
560 N. Nimitz Highway, Suite 200
Honolulu, HI 96817

The “aging” date of the invoice shall be the date the invoice is received by the OHA, as reflected by the date stamp. All invoices shall be given thirty (30) days to be paid.

All invoices shall reference the Contract number and Purchase Order number assigned to the Contract, and given a unique Invoice number for identification purposes. All invoices shall also reference the office location that services are rendered.

Payment shall be made on the basis of offices serviced by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing dates custodial and cleaning services rendered for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed.

Separate invoices shall be submitted for additional services conducted, or equipment and/or materials used to perform on-call maintenance or emergency services, including, but may not be limited to, hiring of pest control services, renewal of fire extinguishers certification, and purchasing of light bulbs or faucet filters.

For final payment the Successful Bidder is required to remain in compliance with the Federal and State tax requirements. The OHA shall verify through HCE Certificate of Compliance that the Successful Bidder is compliant with the Federal and State tax requirements before final payment is made.

IV. PERFORMANCE MONITORING & REMEDIES

A. Monitoring

1. The performance of work shall be monitored by the Contract Coordinator. Performance will be monitored on an ongoing basis by the OHA through personal observation, site inspection and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the OHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, the OHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Bidder this cost and from any monies due or that may thereafter become due the Successful Bidder such as the cost to the OHA of procuring such services. In case money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the Contract and applicable laws and rules.

B. Damages

1. Liquidated damages is fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per office for each and every day the Successful Bidder fails to perform in whole or in part any of its obligations, which liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to Successful Bidder. In the event money due the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the OHA.

C. Termination

Pursuant to Section 5 – Exhibit 1: General Conditions, Section 14 – Termination of Contract on page 10, the OHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions. The Procurement Officer shall give 30 days advance written notice of termination to the Successful Bidder specifying the particular services to be terminated in whole or in part. The Successful Bidder shall incur no further obligations on the terminated work on the date set in the notice. The Successful Bidder shall stop work to the extent specified. The Successful Bidder shall be compensated for services rendered and/or supplies delivered prior to termination date in accordance with the General Conditions. This would not be a breach, but an exercise of a provision that allows the OHA to terminate for Convenience as provided in Section 5 – Exhibit 1: General Conditions, Section 14 – Termination of Contract.

END OF SECTION

Section 3 – Bid Forms and Instructions

General Instructions for Completing Forms

- A. *Bids shall be submitted to the OHA in the prescribed format outlined in this IFB*
- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each item unless indicated otherwise.*
- D. *Bid documents and all certifications should be completed with black ink.*

I. Bid Offer Form

The Bid Offer Form (See Attachment 1) must be completed in its entirety and submitted to the OHA through the HIePRO website by the required due date and time and in the form prescribed by the OHA. **Hand-delivery, mail, electronic mail and facsimile transmissions shall not be accepted.**

Interested Bidders shall submit its bid under the Interested Bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

The Interested Bidder's authorized signature shall be affixed to the Bid Offer Form. If the Bid Offer Form is unsigned by the firm's authorized signer, the bid offer shall be automatically rejected.

Interested Bidders are required to submit the following certifications with the Bid Offer Form. In lieu of items b. and c. below, Interested Bidders may also submit an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express". Details regarding this online application process can be viewed at:
<http://vendors.ehawaii.gov/hce/>.

- a. Wage Certification (See Attachment 2);
- b. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- c. Department of Commerce and Consumer Affairs, Certificate of Good Standing; and
- d. Corporate Resolution evidencing who is authorized to sign bid documents and Contracts on behalf of the Bidder.

The Successful Bidder shall be responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

A bid security deposit is not required for this IFB. The Bid Offer Form is provided in this IFB. See Attachment 1: Bid Offer Form.

II. General Conditions

The General Conditions of the Contract are attached for interested Bidder's review and information. The General Conditions shall be incorporated into the Contract with the Successful Bidder. See Attachment 3: General Conditions.

END OF SECTION

Section 4 – Bid Evaluation and Award

I. Bid Evaluation

Each bid offer will be reviewed for responsiveness. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsive bid.” Information provided in/with the Bid Offer will be used to determine whether the interested Bidder has the technical and financial capacity to deliver the goods or services, known as a “responsible bid”.

II. Method of Award

An award will be made to the responsive and responsible bid submitting the best value and taking into consideration the information provided on the Bid Offer Form and wages to be paid to employees performing the work specified herein.

Interested Bidders may bid on single, multiple or all locations, and shall add all Total Bid Prices (including taxes) to get the Grand Total (Annual) Bid Price on page 6 of the Bid Offer Form. **All Janitorial Services, All Semi-Annual Services and On-Call Maintenance Services shall be bid upon for EACH location that the Interested Bidder is submitting a bid for.**

END OF SECTION

Section 5 – Attachments and Exhibits

Attachment 1: Bid Offer Form	Due June 9, 2017, 2:00 pm
Attachment 2: Wage Certificate	Due June 9, 2017, 2:00 pm
Exhibit 1: General Conditions	For Bidder's Information/use
Exhibit 2: OHA Holiday Schedule	For Bidder's Information/use
Exhibit 3: Sample Contract	For Bidder's Information/use
Exhibit 4: Scope of Services Chart	For Bidder's Information/use