



State of Hawai‘i

INVITATION FOR BIDS

IFB NO. FAC 2024-006

JANITORIAL AND MAINTENANCE SERVICES FOR THREE (3) OFFICE OF
HAWAIIAN AFFAIRS OFFICES

ISSUED DATE: January 31, 2024

DUE DATE: February 22, 2024 2:00 p.m. HST

The Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Note: If this Invitation for Bids (IFB) was downloaded from the Office of Hawaiian Affairs (OHA) website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form and email the form to the IFB Coordinator. The OHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments, or other pertinent IFB information not received by interested bidders.

NOTICE TO BIDDERS
(Chapter 103D, Hawai‘i Revised Statutes)

INVITATION FOR BIDS (IFB) No. FAC 2024-006

**JANITORIAL AND MAINTENANCE SERVICES FOR THREE (3) OFFICE OF
HAWAIIAN AFFAIRS OFFICES**

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting sealed bids to furnish janitorial and office maintenance services for three (3) Office of Hawaiian Affairs offices located on Hawai‘i island (Kona), Kaua‘i, and Moloka‘i.

The Invitation for Bid (hereinafter “IFB”), Specifications, and Bid Offer Form will be available to download from the State Procurement Office (hereinafter “SPO”) website at: <https://hiepro.hawaii.gov>, or the OHA website at: www.oha.org/solicitations beginning Wednesday, January 31, 2024.

Site Inspection RSVP Dates

The OHA will conduct site inspections for each office. See Section I.VI Procurement Timeline on page 2 for the schedule and location addresses. The OHA strongly recommends that all interested Bidders attend. Please RSVP to Karina Macklin at karinam@oha.org by Monday, February 5, 2024 (Kaua‘i office), Friday, February 2, 2024 for (Moloka‘i office) and Tuesday, February 6, 2024 for (Kona office).

Bid Deadline

Bids must be received through the HIEPRO website by 2:00 p.m. HST on Thursday, February 22, 2024 at 2:00 p.m. HST.

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. Please contact Karina Macklin, IFB Coordinator, at karinam@oha.org if you have any questions.

OFFICE OF HAWAIIAN AFFAIRS

Stacy K. Ferreira
Ka Pouhana, Chief Executive Officer

IFB Table of Contents

Section 1: Administrative Overview	1
Section 2: Specifications	10
Section 3: Bid Offer Form and Instructions.....	32
Section 4: Bid Evaluation & Award	34
Section 5: Attachments & Exhibits	35
Attachment 1: Bid Offer Form	
Attachment 2: Wage Certificate	
 Exhibit 1: OHA General Terms & Conditions	
 Exhibit 2: 2024-2025 Hawai‘i State Holiday Schedule	
Exhibit 3: Bid Submittal Checklist	
Exhibit 4: Janitorial Logs	

SECTION 1

ADMINISTRATIVE OVERVIEW

I. AUTHORITY

This Invitation-For-Bids (hereinafter “IFB”) is issued under the provisions of Chapter 103D, Hawai‘i Revised Statutes (hereinafter “HRS”) as amended, and its related Hawai‘i Administrative Rules (hereinafter “HAR”), as amended. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. 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 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables.
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission.
- Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the OHA Procurement Services Program.
- Section 5 Attachments

III. 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:

Karina Macklin
Procurement Services Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Telephone: (808) 582-0503
Email: karinam@oha.org

The OHA reserves the right to change the IFB Coordinator without notice.

The Land Assets Division shall be responsible for coordinating and monitoring the services performed under the Contract. For the purposes of this solicitation, the OHA Contract Administrator will be:

Tim Wong, Land Assets Director
Land Assets Division
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 582-0469

Any changes to the Contract Administrator or his designated representative shall be provided in writing to the Successful Bidder. The OHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. FACILITY INFORMATION

The facilities are three (3) Office of Hawaiian Affairs offices.

- A. Office of Hawaiian Affairs – Kaua'i
4405 Kukui Grove, Suite 103
Līhu'e, Hawai'i 96766
1,076 Square Feet
- B. Office of Hawaiian Affairs – Kona
75-1000 Henry Street, Suite 205
Kailua-Kona, Hawai'i 96740
1,001 Square Feet
- C. Office of Hawaiian Affairs – Moloka'i
600 Maunaloa Highway, Suite D1-D2
Kaunakakai, Hawai'i 96748
1,926 Square Feet

V. 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.

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	Wednesday, January 31,
Posting of Bid Specs/Bid Offer Form	2024

Site Inspection – Kaua‘i 4405 Kukui Grove, Ste 103, Līhu‘e, HI 96766	Tuesday, February 6, 2024 at 11:00 a.m. HST
Site Inspection – Kona 75-1000 Henry St., Ste 205, Kailua-Kona, HI 96740	Wednesday, February 7, 2024 at 10:00 a.m. HST
Site Inspection – Moloka‘i 600 Maunaloa Hwy, Ste D1-D2, Kaunakakai, HI 96748	Monday, February 5, 2024 at 10:00 a.m. HST
Deadline for Questions	Thursday, February 8, 2024 at 2:00 p.m. HST
Deadline for Responses to Questions	Thursday, February 15, 2024 at 4:00 p.m. HST
Bid Submittal Deadline/Bid Closing	Thursday, February 22, 2024 at 2:00 p.m. HST
Bid Opening via HlePRO	Thursday, February 22, 2024 at 2:00 p.m. HST
Notice of Award	February 2024
Contract Execution	March 2024
Contract Start Date	March 2024

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

VI. SITE INSPECTIONS

Interested Bidders are strongly encouraged to attend the optional Site Inspections. See Section 1.V. Procurement Timeline on page 3 for the schedule and location addresses.

Prior to the 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 will be permitted at the site inspections with spontaneous answers provided. Verbal responses provided at the site inspections 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 VII. Submission of Questions, herein

below. The only official position of the OHA is that which is stated in writing and issued in the IFB as addenda thereto.

VII. SUBMISSION OF QUESTIONS

Interested bidders may submit questions to the IFB Coordinator identified in Section 1.III. Contracting Office, on pages 1-2 of this IFB. Questions must be received in writing via electronic mail or via HiePRO no later than Thursday, February 8, 2024 at 2:00 p.m. HST. The OHA's response to written questions shall be issued in an addendum and available on HiePRO on Thursday, February 15, 2024 by 4:00 p.m. HST.

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.

VIII. SUBMISSION OF SEALED BIDS

A. Forms/Formats

The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 1, Bid Offer Form. Interested Bidders may bid on a single, multiple, or all locations, and shall add Items 5, 10, 15 of the Bid Offer Form for the Grand Total (Annual) Bid Price on page 5. **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.** Any bids received not through the HiePRO website by 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 Law Compliance

Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify that it is following 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 Successful Bidder 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 Successful Bidder shall be obligated to notify their employees performing work under the Contract regarding the provisions of section 1055, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice in the Successful Bidder's place of business in an area accessible to all employees.

D. Confidential Information

If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential section of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

IX. DISCUSSION WITH INTERESTED BIDDERS PRIOR TO BID SUBMISSION

Discussions may be conducted with potential bidders to promote understanding of the OHA requirements.

X. BID SUBMISSION

All bid submissions shall be submitted via HIePRO. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers.

XI. ADDITIONAL MATERIAL AND DOCUMENTATION

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XII. IFB AMENDMENTS

The OHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the OHA using the IFB Registration Form will be notified of all amendments

through written communications which may include electronic mail, facsimile, or United States Postal Services (hereinafter “USPS”).

XIII. CANCELLATION OF THE INVITATION FOR BIDS

The IFB may be cancelled and any or all bids may be rejected in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XIV. COSTS OF BID PREPARATIONS

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection, and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the OHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XV. MODIFICATION OF BIDS

Bids submitted may be modified in HIEPRO prior to the established due date and time in accordance with section 3-122-16.07, HAR.

XVI. WITHDRAWAL OF BIDS

Bids submitted may be withdrawn in HIEPRO prior to the established due date and time in accordance with section 3-122-16.07, HAR.

XVII. MISTAKES IN BIDS

While 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, withdrawn, or waived by the OHA to the extent that it is not contrary to the best interest of the OHA or the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR.

XVIII. REJECTION OF BIDS

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in the IFB and demonstrate an understanding of the service specifications. All bids offering 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 a) the bid price when compared with price submission of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the OHA to be unreasonable in price, including the total bid price and unit prices.
- 2) Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a material unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

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.

The OHA reserves the right to reject bid offers in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XIX. NOTICE OF AWARD

An award, if made, 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, an award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the OHA Corporate Counsel and other approval as required by the statutes, regulations, rules, orders, or other directives.

No work shall be undertaken by the Successful Bidder prior to the Contract start date of March 2024. The OHA shall not be liable for any work, Contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the start of the Contract.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the IFB Coordinator to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required

to enter into a formal written contract with the OHA. The General Conditions of the resulting Contract are attached, and service specifications are included herein. See Exhibit 1: OHA General Terms & Conditions.

XX. PROTESTS

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency’s failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency’s failure to follow rules established by chapter 103D; or
3. A state purchasing agency’s failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract.

The Notice of Protest shall be emailed to proposals@oha.org and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

OHA-Head of the Purchasing Agency	Procurement Officer
Name: Stacy K. Ferreira	Name: Chris Stanley
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
E-mail Address: stacyf@oha.org	E-mail Address: chriss@oha.org

XXI. AVAILABILITY OF FUNDS

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the OHA and subject to the availability of funds. The OHA shall retain the authority to cancel and award and/or not exercise the option periods due to the lack of available funds.

XXII. MONITORING AND EVALUATION

The Successful Bidder's performance of the Contract will be monitored and evaluated by the OHA Contract Administrator or their designated representative(s). The OHA shall provide the Successful Bidder with a copy of a monitoring report for their information and to take corrective action as appropriate.

Failure to comply with material terms of the Contract may cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the OHA.

XXIII. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The OHA General Terms & Conditions are attached for bidder's information and reference. See Exhibit 1: OHA General Terms & Conditions.

The OHA may impose contractually any necessary special conditions deemed necessary.

The OHA reserves the right to make modifications to the scope of work and or reporting requirements arising for unforeseeable conditions.

XXIV. COST PRINCIPLES

The OHA shall utilize cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the State laws.

XXV. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

If awarded a Contract in response to this solicitation, the Successful Bidder 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 the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

SECTION 2

SPECIFICATIONS

I. INTRODUCTION

A. Purpose or need

In 1978, a State of Hawai‘i Constitutional Convention created the 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 advocates 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 the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The purpose of this IFB is to competitively procure janitorial and on-call maintenance services. The OHA intends to award to a vendor who can provide the full scope of services including on-call maintenance services (sub-contractors permitted), but vendors who can only provide janitorial services and not on-call maintenance services are still encouraged to bid. The OHA reserves the right to split the award.

B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services at three (3) Office of Hawaiian Affairs offices located on Hawai‘i island, Kaua‘i, and Moloka‘i, in accordance with these specifications herein.

- | | |
|--|-------------------|
| 1. Office of Hawaiian Affairs – Kona
75-1000 Henry Street, Suite 205
Kailua-Kona, Hawai‘i 96740 | 1,001 Square Feet |
| 2. Office of Hawaiian Affairs – Moloka‘i
600 Maunaloa Highway, Suite D1 – D2,
Kaunakakai, Hawai‘i 96748: | |
| Main Office | 1,337 Square Feet |
| Conference Room | 589 Square Feet |
| TOTAL SQAURE FOOTAGE: | 1,926 Square Feet |
| 3. Office of Hawaiian Affairs – Kaua‘i
4405 Kukui Grove, Suite 103
Līhu‘e, Hawai‘i 96766 | 1,076 Square Feet |

C. Funding source period of availability

Funds are subject to appropriation by the OHA. Funding and period of availability may change upon notice by the OHA.

It is understood that no award shall be binding unless the OHA indicates there is an available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriation or special funds revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the OHA may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same unit bid price(s).

II. GENERAL REQUIREMENTS

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS Cost Principle for Purchases of Goods and Services.
2. The Successful Bidder must have no outstanding balances owing to the OHA. Exceptions may be granted by the Chief Executive Officer of the OHA for debts recently acquired and for debts which have a repayment plan approved by the Chief Executive Officer of the OHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirement of section 3-122-112 HAR:
 - a. Chapter 237 HRS, tax clearance;
 - b. Chapter 383 HRS, unemployment insurance;
 - c. Chapter 386 HRS, workers' compensation;
 - d. Chapter 392 HRS, temporary disability insurance;
 - e. Chapter 393 HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawai'i. 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 Hawai'i 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 a sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawai'i business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawai'i as a "compliant non-Hawai'i business" as follows:

Compliant non-Hawai'i business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i, 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 submitted to the OHA as soon as possible. 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.

4. Certification of Eligibility

Bidders shall submit the following document with their bid offer to the OHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR#27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these paper certificates at the various State and Federal agencies, the OHA recommends that bidders use the Hawai'i Compliance Express (hereinafter "HCE"), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawai'i Information Consortium, LLC (hereinafter "HIC") and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as the issuance date, accepted for both contacting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawai‘i, the OHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder’s Officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability Insurance (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 products and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence
Umbrella Liability	\$2,000,000 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 (as required by laws of the State of Hawai‘i)	Insurance shall include Employer’s Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawai‘i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawai‘i and the OHA under this Contract.”

To satisfy the minimum coverage limit required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Worker Compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit to the OHA, valid certificate(s) of insurance necessary to satisfy the OHA of the Successful Bidder’s compliance with the insurance provision of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of the Contract.

The minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contracts.

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 the Contract. The OHA shall be entitled to exercise any or all the remedies provided in the Contract for such default of the Successful Bidder.

7. 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.

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.

The Successful Bidder will immediately provide written notice to the procurement services program or agency should any of the insurance policies evidenced on its

Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal, and local laws. Such action shall include without limitations 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 similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business and will be accessible in person or via telephone during normal Hawai'i State government and the OHA business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Exhibit 2: for 2024-2025 Hawai'i State Holiday Schedule. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written Contract, Contract Based on Competitive sealed Bids for Goods and Services, with the OHA in accordance with the laws, rules and regulations of the State of Hawai'i. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and services requirement set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the OHA. The Successful Bidder's bid shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the OHA a Contract in the form included in this IFB and in such number of copies as required by the OHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the OHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligation and liabilities under the Contract with the OHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the OHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in Corporate Resolution.

4. Laws, Rules, Ordinances, and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations, and standard specification in this IFB Shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

Single Multiple Single & Multiple

D. Single or multi-term contracts to be awarded

Single term (> 12 months) Multi-term (> 5 years)

Initial term of Contract: 12 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

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 up to SIXTY (60) months with no single extension period to exceed TWELVE (12) months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. 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 Hawai'i general excise tax and all other applicable taxes.

E. Statutory Requirement of section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an interested bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. 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 wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

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

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages no less than wages paid to public officer and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar during the Contract period, the Successful Bidder will be obligated to pay wages not less than those increased wages.

The Successful bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provision of section

103-55, HRS, and the current wage rate for employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

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

F. Bid Price

The Grand Total (Annual) Bid Price shall be the all-inclusive unit cost to the OHA, including without limitation, security, administrative and supervisor personnel costs, benefits, equipment and equipment maintenance, applicable taxes, and all other necessary costs to provide the services specified in the IFB. Other costs may include, without limitation, costs for benefits required by law that are automatically increased as a result of increase wages, including without limitation, federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health insurance.

The unit bid price shall be applicable to janitorial and on-call maintenance services provided during business hours. The OHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

Bidders should account for any published wage increase in the bid price. The OHA shall not approve requests for contract adjustment due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

G. Contract Price Adjustment Due to Increase in State Wages.

At the release of this solicitation, the wages effective January 1, 2019 for State employees performing similar work are known and published by the Department of Human Resources Development. 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. The wage increase would correspond to an increase in costs for benefits required by law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder, however, 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:

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

III. SCOPE OF WORK

The Successful Bidder shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this Contract. The services shall include, but may not be limited to, the following:

- A. The Successful Bidder shall perform all services on weekdays between the hours of 4:30 p.m. and 8:30 p.m. HST, excluding State Holidays, unless otherwise approved by the OHA Contract Administrator. See Exhibit 2: 2024-2025 Hawai'i State Holiday Schedule.
- B. Monday, Friday Janitorial Services for Conference Room – Molokai location only
 1. The Successful Bidder shall perform all the following services for the Conference Room only.
 2. The Successful Bidder shall wipe down the conference table and chairs.
 3. The Successful Bidder shall sweep and mop all non-carpeted floors.

4. The Successful Bidder shall empty all wastebaskets and replace plastic liners as necessary.
5. The Successful Bidder shall dust desks, file cabinets, furniture, and window shades.

C. Weekly Janitorial Services

1. The Successful Bidder shall perform all weekly services TWO (2) times per week for the Molokai location only. The Successful Bidder shall perform all weekly services ONE (1) time per week for the Kona and Kauai locations. The Successful Bidder shall work with the Contract Administrator to establish the day of the week that the services shall occur.
2. The Successful Bidder shall empty all office wastebaskets and replace plastic liners as necessary.
3. The Successful Bidder shall clean and disinfect kitchen sinks (for all locations except Molokai), countertops, tabletops and microwaves.
4. The Successful Bidder shall vacuum and spot clean all carpeted areas as necessary.
5. The Successful Bidder shall vacuum and spot clean all interior partitions and windowsills.
6. The Successful Bidder shall sweep and mop all non-carpeted floors with the appropriate cleaning materials.
7. The Successful Bidder shall spot clean all doors, glass windows, and all walls to the height of EIGHT (8) feet.
8. The Successful Bidder shall dust and wipe clean all flat surfaces, desks, countertops, office furniture, and equipment. Dusting shall only be accomplished where there are no objects upon the surface. Items on desks shall not be moved or dusted.
9. The Successful Bidder shall disinfect using EPA-Approved disinfectants effective against COVID-19 and/or other infectious diseases. If disinfectants on the EPA-Approved list are in short supply or unavailable, the Successful Bidder shall use alternatives in accordance with the Centers for Disease Control and Prevention (“CDC”) guidelines.

10. The Successful Bidder shall provide all supplies to include paper towels, liquid soap, and plastic trash bags. It shall be the Successful Bidder's responsibility to replenish these supplies in the proper receptacles or fixtures.
11. The Successful Bidder shall clean and disinfect frequently touched surfaces including but not limited to, the sinks, paper product dispensers, soap dispensers, doorknobs.
12. The Successful Bidder shall clean and disinfect all frequently touched surfaces such as doorknobs in office space.
13. The Successful Bidder shall clean and disinfect all handrails.

D. Monthly Cleaning Services

1. The Successful Bidder shall perform all monthly services ONE (1) time per month.
2. If services are delayed, the Successful Bidder shall notify the Contract Administrator of the delay and the projected time when services shall resume.
3. The Successful Bidder shall clean all doors, windows (interior and exterior, as appropriate), louvers, screens, blinds, and window coverings.
4. The Successful Bidder shall damp wipe all metal portions of partition panels, trim along the doorways and walls, and picture frames.
5. The Successful Bidder shall deep clean kitchen appliances including microwaves and refrigerators if applicable.

E. Semi-Annual Cleaning Services

1. The Successful Bidder shall perform all semi-annual services ONE (1) time every SIX (6) months.
2. If services are delayed, the Successful Bidder shall notify the Contract Administrator of the delay and the projected time when services will resume.

3. The Successful Bidder shall deep clean all air condition unit vents.
4. The Successful Bidder shall deep clean/shampoo all carpeted areas. Deep-cleaning or shampooing of carpeted areas shall be performed on Saturdays as approved by the Contract Administrator to minimize interruption of services and to allow time for the carpet to dry on Sundays. The Successful Bidder shall coordinate with the Contract Administrator to confirm days of service.
5. The Successful Bidder shall strip, wax and or buff all non-carpeted floors.
6. The Successful Bidder shall remove and clean light fixture diffusers.
7. The Successful Bidder shall clean all building walls from floor to ceiling, glass windows, and all front doors (interior and exterior).
8. The Successful Bidder shall dust and clean areas above EIGHT (8) feet in height which shall include but may not be limited to pipe fixtures, lights, air condition vents, and shelving.

F. On-Call Maintenance Services

1. The Successful Bidder shall be available to perform maintenance services on an on call basis, as requested by the Contract Administrator. All services shall be performed during business hours, unless otherwise approved by the OHA.
2. The following shall be performed by the Successful Bidder as requested by the Contract Administrator and shall include, but may not be limited to:
 - 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, automated external defibrillators (AEDs) and smoke detectors including, but may not be limited to certification, battery replacement, repair and replacement. All aforementioned equipment shall 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 and ant traps in kitchen areas if applicable. 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 Administrator and not in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00); and
- m. Emergency work, as requested by the OHA Contract Administrator, that is performed due to the risk of the health and safety of individuals and/or property.

G. Equipment and Supplies

- 1. The Successful Bidder shall furnish all labor, equipment, cleaning supplies, materials, and supervision to satisfactorily perform janitorial services as outlined in this CONTRACT.
- 2. The Successful Bidder shall submit an invoice for all equipment and materials used by the Successful Bidder's 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, 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.
- 3. The Successful Bidder shall submit the invoice for all emergency work performed by the office maintenance staff, and as requested by the Contract Administrator, 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, 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.

4. 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 liners if applicable. The Successful Bidder shall be responsible to replenish disposable supplies in the proper receptacles or fixtures in the tenant spaces included in this Contract.
5. The OHA reserves the right to disapprove any cleaning chemical or equipment, which in its determination is unsatisfactory.
6. 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.

H. Requirements of Occupational Safety and Health Act

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

I. Quality of Work

The Successful Bidder shall provide all services and work 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 Administrator.

J. 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 Administrator within FORTY-EIGHT (48) hours.

K. Security and Access

1. The Successful Bidder shall agree that all employees on site shall wear a picture ID tag with the company name **or** a company shirt that clearly identifies their affiliation. Family members and or non-employees of the company are not permitted at work sites during the performance of work.
2. The Successful Bidder shall be responsible for the security of the office spaces while performing services under this Contract. Upon completion of work, the Successful Bidder shall lock all doors and windows, and turn off all lights and air conditioners.
3. The Successful Bidder shall prevent the entry of unauthorized person(s) into restricted areas. Janitorial and or Maintenance personnel shall not provide access into facilities to any OHA staff person or member of the general public without express consent of the Contract Administrator.
4. The Successful Bidder shall agree that all personnel shall maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties including but may not be limited to discussing the details of incidents on property without the express consent of the Contract Administrator.
5. The OHA shall provide ONE (1) set of keys and/or security cards to the Successful Bidder that shall be considered on loan.
 - a. The Successful Bidder shall be responsible for the OHA's key(s) and/or security card(s) loaned to the Successful Bidder for entry and exit from the premises while performing services under the Contract.
 - b. The Successful Bidder further agrees that this assigned key(s) and/or card(s) is the property of the OHA and shall be returned within TWENTY-FOUR (24) hours of Contract termination or as requested by the OHA.
 - c. 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) and/or card(s), and stipulate that said key will only be used for authorized and permitted activities under this Contract.

- d. The Successful Bidder shall be charged for lock and key replacement(s) due to its and/or its employees' negligence or if key(s) and/or card(s) are not returned within the TWENTY-FOUR (24) hour period.

L. Changes to Janitorial and Office Maintenance Services Requirements

1. 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 this Contract.
2. The OHA reserves the right to request commencement and scheduling of janitorial services and/or office maintenance services for any new suites and/or offices under this responsibility. This request shall be an amendment to this Contract. The unit cost per suite and/or office shall be negotiated at the same or similar Contract price per square foot.

M. Personnel

1. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including minimal experience requirements.
2. 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.
3. 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.
4. 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 Administrator. 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.

5. 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 janitorial and office maintenance personnel shall be under the supervision of the Successful Bidder.
 6. Janitorial and office maintenance personnel shall refrain from having personal visitors and from socializing while on-duty.
 7. 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.
 8. The Successful Bidder shall select only those individuals capable of demonstrating the following:
 - a. Ability to exercise good judgment;
 - b. Maturity in conduct and attitude;
 - c. Ability to communicate in English and read simple instructions; and
 - d. 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.
- N. 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 ensure 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.

O. Subcontracting

No work or services will be subcontracted or assigned without the prior written approval of the OHA. No subcontract will under any circumstances relieve the Successful Bidder of his/her obligation and liability under contract with the OHA. All persons engaged in performing the work covered by the contract will be considered employees of the Successful Bidder.

P. Administrative Requirements

1. The Successful Bidder shall have a permanent office in the State of Hawai'i from where it conducts business and where it will be accessible to telephone calls for requests and or complaints that need immediate attention.
2. The Successful Bidder shall be required to attend meetings, as needed, with the Contract Administrator. The day and time shall be specified by the Contract Administrator. Necessary field visits shall also be made as determined by the Contract Administrator.
3. The Contract Administrator 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.
4. The Successful Bidder shall provide the daily sign in/out and communication log that will be kept onsite at each island, Kauai, Kona and Molokai. Persons working under this Contract shall sign in and sign out daily and the OHA may also communicate any notes to the Successful Bidder on this log. The Successful Bidder shall check with the Successful Bidder Administrator for the log location. See Exhibit 4: Janitorial Logs.

Q. Payment Requirements

1. The OHA shall make payment upon the receipt of invoice and satisfactory performance of the services under the Contract, as determined by the Contract Administrator.
2. 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 North Nimitz Highway, Suite 200
Honolulu, HI 96817

3. 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.
 4. All invoices shall reference the Contract number and Purchase Order number assigned to this 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 janitorial and cleaning services were rendered for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed.
 5. 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, shall be listed as separate line items on the monthly invoice, or they may be submitted on a separate invoice, 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.
- R. The Contract Administrator (hereinafter "Administrator") will act as the contract monitor and principal liaison between the Successful Bidder and the OHA. The Administrator shall assist in resolving policy questions, expediting decisions and the review of the work performed. See Exhibit 1: S4 General Conditions Page 2, Number 1, Coordination of Reports.
- S. The Successful Bidder **shall not** perform services outside of this CONTRACT or at the request of any other OHA staff member without request and approval from the Administrator. All requests for services and or inquiries regarding services shall be communicated to the Successful Bidder by the Administrator **only.**

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan that shall include the corrective actions to be taken and a timeline for implementation of the corrective action plan. The OHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the OHA reserves the right to purchase in the open market, a corresponding quantity of services and deduct from the Successful Bidder the cost from monies due or that may thereafter become due to the Successful Bidder. In the event that monies due to the Successful Bidder are insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquid damages is fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per office for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. 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, including without limitation: water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the

Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the OHA

C. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

SECTION 3

BID OFFER FORM AND INSTRUCTIONS

General Instructions for Completing the Bid Offer Form

- A. *Bid offers shall be submitted to the OHA using the form prescribed in this IFB; do not alter the Bid Offer Form as provided in this IFB.*
- B. *Note: Bid offers submitted using a re-created form, altered Bid Offer Form, or other forms may be rejected and deemed non-responsive.*
- C. *Bidders shall complete the Seal Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*
- D. *No supplemental literature, brochures, or other unsolicited information should be included in the bid packet.*

See Exhibit 3: Bid Submittal Checklist

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. See Attachment 1: Bid Offer Form.

Bidders are responsible to carefully review the Specifications, General Conditions, and Special Conditions. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The OHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions, and Special Conditions. Bid Offers that are conditional upon changes or exceptions shall be automatically rejected.

Bidders shall submit their bid offer under the 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 fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The Bidder's authorized signature on the first page of the Bid Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of a bid offer on HIEPRO but shall be required upon Notice of Award. The submission of the offer on HIEPRO shall indicate the Bidder's intent to be bound.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price as submitted on the Bid Offer Form. See Attachment 1: Bid Offer Form. Bidders shall submit a bid price for all line items and complete the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsible and eligible for award.

- A. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawai'i State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate; and
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder.

In lieu of providing separate certificates for the items A, B, C, and D above, bidders may register via Hawai'i Compliance Express (HCE), an online application at: <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

(END OF SECTION)

SECTION 4

BID EVALUATION & AWARD

I. BID EVALUATION

All bid offers received by the due date and time will be reviewed by the OHA. 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 that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsible bid.”

II. METHOD OF AWARD

An award shall be made to the responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form.

To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

In the event there are no responsive bid offers, the OHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The OHA may re-solicit or conduct an alternative procurement method of the services.

(END OF SECTION)

SECTION 5

ATTACHMENTS & EXHIBITS

Attachment 1: Bid Offer Form	Due: Thursday, February 22, 2024 at 2:00 p.m. HST
Attachment 2: Wage Certificate	Due: Thursday, February 22, 2024 at 2:00 p.m. HST
Exhibit 1: OHA General Terms & Conditions	For Bidder's Information
Exhibit 2: 2024-2025 Hawai'i State Holiday Schedule	For Bidder's Information
Exhibit 3: Bid Submittal Checklist	For Bidder's Information
Exhibit 4: Janitorial Logs	For Bidder's Information