DOWNLOADED SOLICITATION From Public Notice Website

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit E-Mail to: jenna.k.yamauchi@hawaii.gov

Provide the following information:

- Name of Company
- Mailing Address
- Telephone Number
- Facsimile Number E-Mail Address
- Solicitation Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class if this is not provided)

- Name of Contact Person



DEPARTMENT OF HAWAIIAN HOME LANDS



LEGAL AD DATE: February 13, 2014

INVITATION FOR BIDS No. IFB-14-HHL-013

SEALED OFFERS FOR FURNISHING CUSTODIAL SERVICES FOR THE DEPARTMENT OF HAWAIIAN HOME LANDS KAPOLEI OFFICE FACILITY

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

MARCH 13, 2014

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS, HALE PONOQ CONFERENCE BUILDING, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO JENNA YAMAUCHI, TELEPHONE (808) 620-9532, FACSIMILE (808) 620-9559 OR E-MAIL AT jenna.k.yamauchi@hawaii.gov.

<u>Important Dates:</u> Pre-Bid Conference Written Inquiries Due Date

Friday, February 21, 2014 at 10:00 a.m. (HST) Monday, March 3, 2013, 4:00 p.m. (HST)

Offeror

Name of Company

FURNISHING CUSTODIAL SERVICES FOR THE DEPARTMENT OF HAWAIIAN HOME LANDS KAPOLEI OFFICE FACILITY IFB-14-HHL-013

Procurement Officer Department of Hawaiian Home Lands State of Hawaii Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and General Conditions, Form AG-008 (Revised 4/15/2009) attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:	o 🗌 *Corporation 🔲 Joint Venture
Other	
*State of incorporation:	
Hawaii General Excise Tax License I.D. No.:	Federal I.D. No.:
Payment address (other than street address	below):
City, State, Zip C	Code:
Business address (street address):	
City, State, Zip C	code:
R	Respectfully submitted:
Date: (x	x)
Telephone No.:	Authorized (Original) Signature
	Name and Title (Please Type or Print)
E-mail Address: **	
	Exact Legal Name of Company (Offeror)

**If Offeror is a %uba+ or a %uivision+ of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer for Furnishing Custodial Service for the Department of Hawaiian Home Lands, Kapolei Office Facility, as specified herein, is hereby submitted:

<u>ltem</u>	Description	Unit <u>Bid Price</u>		No. of <u>Periods</u>	Total <u>Bid Price</u>	
1.	General Custodial Services required on a daily, weekly and monthly basis	\$	х	12 = \$ <u></u>		
2.	Periodic Custodial Services required on a quarterly basis		х	4 = \$ <u></u>		
3.	Periodic Custodial Services required on a semi-annual basis		х	2 = \$		
	TOTAL ANNUAL BID PRICE	– Bid Item Nos.	1 to	3 \$		

PER DAY RATE (for billing adjustment purposes)

The following rate shall be used to adjust monthly invoice billings to account for furlough days or other days to be credited, if applicable.

\$_____ per day Price shall include all labor costs, overhead, profit, and all applicable taxes.

EMERGENCY RATES (for information only)

The following rates shall be used for any custodial maintenance services requested by DHHL that are not specified in the Specifications and Attachment A Specifications for Custodial Maintenance Services.+

\$_____ per man-hour Price shall include all labor costs, overhead, profit, and all applicable taxes.

Offeror _____ Name of Company

Offeror shall provide the following information:

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

	Yes	No		
	If yes, percentage of unit bid price	e per case for labo	or costs:	%
2.	Number of years providing cus for commercial businesses an			
3.	Contact Person:			
	Telephone Number:			
	Cell Phone Number:			
	E-mail address:			
4.	INSURANCE COVERAGE:			
		<u>Carrier</u>	Policy No.	<u>Agent</u>
	Commercial General Liability			
	Automobile Liability			
	Fidelity Bond			
	WorkersqCompensation			
	Temporary Disability			
	Prepaid Health Care			
	Unemployment Insurance Stat	e of Hawaii I.D. I	No	

Offeror _____ Name of Company

5. REFERENCES:

Offeror shall list at least three commercial businesses and/or government agencies on the Island of Oahu for whom offeror has performed custodial services comparable to the services specified herein:

Company Name:	
Contact Person:	Phone No
Address:	
Approximate Square Footage of Cleaning Area: _	
Company Name:	
Contact Person:	
Address:	
Approximate Square Footage of Cleaning Area: _	
Company Name:	
Contact Person:	Phone No.
Address:	
Approximate Square Footage of Cleaning Area: _	

Offeror _____ Name of Company

WAGE CERTIFICATE FOR SERVICE CONTRACTS

(See Special Conditions)

Subject: IFB/RFP No.: IFB-14-HHL-013

Title of IFB/RFP: Furnishing Custodial Services for the Department of

Hawaiian Home Lands, Kapolei Office Facility

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

- 1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
- 2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

> Offeror _____ Signature

Title _____

Date _____

SPECIFICATIONS

This section indicates the Specifications required for the custodial maintenance services at the Department of Hawaiian Home Lands Kapolei Office Facility. The Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

SCOPE OF WORK

The Contractor shall furnish all labor, equipment, cleaning supplies, materials and supervision to satisfactorily perform the custodial services for the DHHL Kapolei Office Facility.

Refer to Attachment A entitled Specifications for Custodial Maintenance Services+ for the detailed scope of custodial services required.

The State shall furnish toilet tissue, hand towels, hand soap, trash liners, light bulbs, and fluorescent lamps. However, the Contractor shall be responsible monitoring proper supply levels and for replenishing these supplies in the proper receptacles. The Contractor will notify the DHHL Facilities Manager or designated representative when supplies are needed.

The Contractor shall furnish all other cleaning supplies and equipment such as ladders, brooms, mops, vacuum cleaner, sponges, brushes, dusters, cleaning cloths, disinfectants, cleaning detergents and soaps, carpet shampooing supplies and equipment, and any other equipment and supplies necessary to perform custodial services.

Bidders are cautioned to review the Specifications carefully and thoroughly. Bidders shall carefully review this solicitation for defects and questionable or objectionable matter. All questions shall be submitted in writing via e-mail (preferred method) to jenna.k.yamauchi@hawaii.gov or via fax at 808-620-9559. The submittal of a bid shall be considered as acceptance of the Specifications as published.

DESCRIPTION OF FACILITY AND AREAS TO BE CLEANED/MAINTAINED

The DHHL Kapolei Office Facility is comprised of three buildings. A 2-story main office building (approximately 45,602 square feet total floor area), a separate conference building (approximately 2,720 square feet total floor area), and a portion of the respite center (comprised of an office, approximately 110 square feet and a restroom, approximately 66 square feet) at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. (See Attachment B . DHHL Kapolei Facility floor plans)

A floor plan for the respite center is not available. However, bidders will be able to view the structure at the pre-bid conference.

WORK SCHEDULE

All daily, weekly and monthly custodial maintenance work shall be performed:

1. Night cleaning . 5:00 p.m. to 9:00 p.m. (Monday . Friday, excluding State of Hawaii holidays) unless otherwise noted.

- 2. Day Porter service . 7:30 a.m. to 3:30 p.m. (Monday . Friday, excluding State of Hawaii holidays) unless otherwise noted.
- 3. State of Emergency situations.

Custodial maintenance services shall not be required on all State of Hawai`i holidays (ref.: <u>http://hawaii.gov/hrd</u>).

SUPERVISION AND WORK QUALITY CONTROL

Contractor shall maintain, at all times, an adequate number of properly trained personnel and competent supervision.

The Contractor shall maintain a steady crew/work force for each cleaning area, and shall immediately advise DHHL or its authorized representative of any substantial change in composition of the Contractors work force that inhibits the ability of the Contractor to complete their duties.

The Contractor shall provide continuous and on-going supervision of its employees, including providing adequate instructions and/or training for the work to be performed under this contract. The Contractor shall provide the name(s) of the supervisor responsible for the area; and if any subsequent changes are made, the Contractor shall immediately inform DHHL. The supervisor shall be available to DHHL¢ designated coordinator during regular working hours to resolve any problems. Regular scheduled conferences between the supervisor and DHHL¢ coordinator may be arranged as necessary.

Contractors supervisor(s) shall ensure that the cleaning and maintenance levels are meeting the required standard; identify the cleaner who is not doing his or her job properly; and determine the people who need additional instruction or training.

Inspections shall be regular and systematic. Contractors supervisor(s) shall inspect a portion of assigned areas daily.

The Contractor shall notify DHHL of any plumbing and light fixtures at the cleaning sites that are malfunctioning, broken or otherwise in need of repair or replacement.

Contractor shall at all times maintain good order among its employees and shall insure compliance with all building rules and regulations. Courtesy shall be extended to all DHHL employees and visitors at all times.

Contractor shall provide one contract manager responsible for the performance of all service.

SUPPLIES, TOOLS, AND EQUIPMENT

Contractor shall be responsible for providing all supplies, tools, and equipment (except restroom paper products, water, and electricity which shall be provided by DHHL) necessary to perform quality custodial maintenance services as required by the specifications.

The Contractor shall be required to monitor and maintain inventory levels of all supplies and provide weekly reports on inventory levels and consumption to the DHHL Facilities Manager or

designated representative. The Contractor shall notify DHHL when supplies provided by DHHL are to be replenished.

All supplies shall be kept in secured storage areas in the rooms designated for this purpose. The supervisor shall be directly responsible for the storage of supplies.

Contractor shall submit a listing of all products and supplies to be used during the term of this contract for prior approval to the DHHL Facilities Manager.

Contractor shall give the Material Safety Data Sheets for each product supplied to the DHHL Facilities Manager.

The Contractor shall not use any harmful or substandard cleaning items to perform the custodial and grounds maintenance services.

DHHL reserves the right to inspect the Contractoros cleaning items and request changes to products which are acceptable to DHHL.

All mop sinks, locker areas and other service areas shall be cleaned thoroughly and all cleaning and maintenance equipment shall be neatly stored in custodial closets and/or other designated storage areas.

CUSTODIAL CLOSETS AND STORAGE ROOMS

All janitors closets and storage rooms provided by DHHL for use of Contractor shall be kept in a neat, clean and orderly condition at all times.

Mop sinks and the area immediately adjacent shall be thoroughly cleaned after each use.

Before leaving the premises, all of the service areas shall be dust mopped and spot cleaned where necessary.

CLEANING STANDARDS

Dusting: A properly dusted surface is free of all dirt and dust streaks, lint and cobwebs.

<u>Plumbing Fixture and Dispenser Cleaning</u>: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor, or stains.

<u>Sweeping</u>: A properly swept floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit.

<u>Spot Cleaning</u>: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

<u>Gum Removal</u>: Gum removal is satisfactory performed when the entire piece of gum has been completely removed and the surface is without embedded debris, stains and or marks of any kind.

<u>Damp Mopping</u>: A satisfactorily damp-mopped floor is without dirt, dust, marks, film streaks, debris, or standing water.

<u>Metal Cleaning</u>: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance and adjacent surfaces.

<u>Glass Cleaning</u>: Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

<u>Wax Removal (Stripping)</u>: Wax removal is accomplished when surfaces have all wax removed down to the flooring material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, standing water and the floor has a uniform appearance when dry. Plain water rinse and pick-up must immediately follow wax removal operation.

<u>Waxing</u>: Waxing of all floors where applicable shall consist of at least THREE (3) coats of finish wax application after wax removal (stripping).

<u>Scrubbing</u>: Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has a uniformly clean appearance. A plain water rinse must immediately follow the scrubbing process.

<u>Light Fixture Cleaning</u>: Light fixtures are clean when all components, including bulbs and tubes, are without insects, dirt, lint, film and streaks. All lenses removed must be replaced immediately.

<u>Wall Washing</u>: After cleaning, the surfaces of all walls, ceiling, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks, and deposits.

INSPECTIONS

DHHL reserves the right to make on-the-spot inspections at any time at its discretion. Omitted work or work considered substandard by DHHL shall be corrected by the Contractor no later than TWO (2) hours after notification.

In the event the work is not corrected to the satisfaction of DHHL, DHHL¢ representative shall discuss the matter with the Contractor¢ representative for an equitable adjustment in the form of additional services acceptable to DHHL or an adjustment in the billing for the services by an amount equal to the costs required to correct the deficiency as determined by DHHL.

Such adjustments shall not be substitutes for deficient work and shall not relieve the Contractor of any obligations under the contract.

LOSS OF OR DAMAGE TO DHHL PROPERTY

Any loss of or damage to DHHL property caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor.

COMMUNICATION

Contractor shall be accessible during normal working hours, 7:30 a.m. to 5:00 p.m., Monday through Friday, by telephone, answering service, or some alternate mode approved by DHHL to permit daily communication between the Contractor and DHHL. Contractor shall provide a plan for communication outside of normal working hours (i.e., nights, weekends, holidays).

Contractor shall meet with the DHHL Facilities Manager at least monthly during the period of the contract to review the contract terms and specific responsibilities, make adjustments in staffing, and evaluate performance of Contractor.

SECURITY RULES

Unless specified, Contractor shall lock all buildings cleaned after 5:00 p.m.

No unauthorized use of telephones except in cases of emergency.

No unauthorized use of computers.

Contractor shall report all suspicious persons and situations immediately to the DHHL Facility Manager.

No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of non-prescribed legal drugs is permitted on the property.

While cleaning any secured areas, Contractor personnel shall not admit anyone into the area, except those authorized by DHHL personnel.

DHHL shall identify security sensitive areas within the buildings.

EMPLOYEE IDENTIFICATION

Contractoros employees shall wear clean and identical uniforms, with no deviation in appearance.

SAFETY

Contractor shall adhere to all state, federal and local requirements related to the safe completion of all work.

Contractor shall provide proper safety signs and not obstruct traffic, pedestrian flow or ingress/egress into buildings or rights of ways.

All safety requirements shall be exercised, not limited to the use of shoes, eye protectors, traffic cones, etc. All provisions of OSHA shall be met.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Upon written notice by DHHL, Contractor shall replace any employee(s) which DHHL deems incompetent, uncooperative, negligent, insubordinate, or otherwise unacceptable, within TWENTY-FOUR (24) hours notice by DHHL.

EXTRA WORK

Adverse conditions that may require major changes to the specifications which are not stated in the contract must be reported to DHHL for determination before proceeding with the work. Contractor shall request authorization from DHHL prior to the performance of any other <code>%axtra+</code> work, beyond the tasks listed in the Technical Specifications.

PROMPT REMOVAL OF TRASH / GREEN WASTE

Any and all trash shall be bagged and bundled promptly, and removed from public view as soon as possible to trash bins located in the trash dump enclosure next to the DHHL main office building.

INITIAL CLEAN-UP

The Contractor shall be required to complete an initial clean-up of the facility based on the standards of cleanliness and appearance specified in the detailed tasks for the custodial maintenance services stated in the Attachment A.

Upon completion of the initial clean-up, the level of cleanliness and quality of appearance will be approved by DHHL, and shall serve as the baseline standard for all of the listed tasks against which future maintenance levels will be evaluated.

The initial clean-up effort shall be completed on or before the scheduled frequency of tasks as listed in Attachment A. For example, all Qaily+tasks shall be completed each day, Monthly+tasks shall be completed within THIRTY (30) consecutive calendar days, etc.

VANDALISM

Any vandalism discovered by Contractors personnel when performing work under this contract shall be reported to the DHHL Facilities Manager. Vandalized areas shall be restored to previous clean condition.

CONTRACTOR'S RESPONSIBILITY

It shall be the Contractor's responsibility to provide safety signs, barricades and any other safety device(s), during the performance of service. These safety devices shall be set up by the Contractor whenever employees are performing services such as shampooing carpets, stripping or waxing floors, replacing light bulbs, and whenever a ladder is being used. Safety devices shall be set up in a manner to restrict access to areas, to prevent accidents to office personnel and the general public.

Contractor shall adhere to all provisions of the Hazard Communication Standard as administered by the Department of Occupational Safety and Health (DOSH), State of Hawaii pertaining to the use of hazardous chemicals at the job site. This requirement shall include but not be limited to the following:

1. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to

all toxic materials or harmful physical agents, or their containers, warning of their potential danger.

- 2. Contractor shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents in the employers workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.
- 3. Contractors employees, who are required to use poison, caustics, and other harmful substances, shall be instructed in the proper and safe handling of such products and made aware of the potential hazards, as well as the personal hygiene and personal protective measures required.

KEYS AND ACCESS CARDS

Contractor shall be responsible for State key(s) and/or access cards loaned to the Contractor for entry and exit to the agency premises while performing services under the contract. Contractor shall return all keys and/or access cards within twenty-four (24) hours of contract termination or when requested by the State. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination.

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Department of Hawaiian Home Lands
DHHL	=	Department of Hawaiian Home Lands
SPO	=	State Procurement Office of the State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

1.0 SCOPE

The furnishing of Custodial Services for the DHHL Kapolei Office Facility shall be in accordance with these Specifications, Specifications for Custodial Maintenance Services and Special Conditions of IFB No. IFB-14-HHL-013. The States General Conditions, Form AG-008 (4/15/2009) and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

2.0 AUTHORITY

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

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

3.0 **PROCUREMENT OFFICER**

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

Jenna Yamauchi 91-5420 Kapolei Parkway Kapolei, HI 96707 Telephone: (808) 620-9532 Facsimile: (808) 620-9559

4.0 ISSUING OFFICER

The individual listed below is the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Jenna Yamauchi 91-5420 Kapolei Parkway Kapolei, HI 96707 Telephone: (808) 620-9532 Facsimile: (808) 620-9559

5.0 CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is Ms. Jenna Yamauchi, or her designated representative, telephone (808) 620-9532.

6.0 TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period commencing from date on the Notice to Proceed, but not earlier than April 15, 2014.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve (12) month periods, or parts 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 State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

7.0 **RESPONSIBILITIES OF OFFEROR**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

- 1. Chapter 237, tax clearance;
- 2. Chapter 383, unemployment insurance;
- 3. Chapter 386, workersqcompensation;
- 4. Chapter 392, temporary disability insurance;
- 5. Chapter 393, pre-paid health care;
- 6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

8.0 OFFEROR QUALIFICATIONS

To assure the State that the offeror is capable of performing the work specified herein, offeror must meet the following:

- 1. Minimum of two (2) years experience in operating a custodial maintenance business on the Island of Oahu. Offeror shall indicate on the appropriate Offer Form page the number of years of custodial experience performing custodial services comparable to the services specified herein.
- 2. Have a permanent office location on the Island of Oahu from where he/she conducts business during normal working hours and from where he/she will be accessible to requests or complaints. Offeror shall indicate on the appropriate Offer Form page business address and contact information.

9.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, offeror certifies as follows:

- 1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other offeror, as to any matter relating to such costs for the purpose of restricting competition.
- 2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the offeror prior to award, directly or indirectly, to any other offeror or competitor prior to the award of the contract.
- 3. No other attempt has been made or will be made by the offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

10.0 PRE-BID CONFERENCE

A pre-bid conference will be held at the DHHL Kapolei Office Facility, Hale Pono¢ Conference Building, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. Attendance for the pre-bid conference is not mandatory. The date for the conference is **Friday**, **February 21**, **2014 at 10:00 a.m. (HST)**. This pre-bid conference will be for the purpose of inspecting the building facilities and reviewing the scope of services required for this solicitation.

Offerer is advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

11.0 SITE INSPECTION

For informational purposes, Attachment B, DHHL Kapolei Office Facility Floor Plans, has been provided. A pre-bid conference will be conducted so Offerors may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Attendance and inspection at the pre-bid conference is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Offerors will be able to view the facility at the pre-bid conference.

12.0 INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer by **Monday, March 3, 2014, 4:00 p.m. (HST)**. Only those written inquiries received by the deadline shall be responded to. An Addendum shall be issued to provide offerors with a list of inquiries and responses. The State¢ responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

13.0 BID PREPARATION

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

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form page OF-1 shall indicate Bidderc intent to be bound.

13.2 <u>**Bid Quotation.**</u> Unit bid price shall include labor, equipment, installation, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

13.3 <u>**Tax Liability**</u>. Work to be performed under this bid solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS) and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this bid solicitation are subject to the general excise tax imposed by Chapter 237, HRS at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

The State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation+, Publication 1 (Revised 2005) is available online at http://www.state.hi.us/tax/pubs/pub1.pdf.

If, however, a Bidder is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

13.4 <u>**References**</u>. Bidder shall furnish on the appropriate Offer Form page at least three (3) references on the Island of Oahu for whom the bidder has performed custodial services on a similar scale. The State reserves the right to contact the listed references to inquire about the bidder performance.

13.5 <u>Insurance.</u> Work included under this agreement requires the provision of liability and property damage insurance to remain in full force and effect during the life of this contract. Bidder shall refer to the *Liability Insurance* and *Fidelity Bond Insurance* clauses for additional

information regarding this requirement. Accordingly, Bidder should consider these insurance requirements when preparing this proposal.

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

14.0 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS, as amended.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for State positions. Effective 10/01/2013, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	Hourly Rate
Janitor I	\$ 16.07
Janitor II	\$ 16.29
Janitor Supervisor I	\$ 18.33
(See Attachment for Position Class Specification)	

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

15.0 PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

At the release of this IFB, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to the Contractors employees performing the work herein, 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, workersqcompensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractors request for increase must meet the following criteria:

- 1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employeesqpayroll records and a statement that the employees are being utilized for this contract.
- 2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page, the percentage of the unit bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractors request for increase will not be considered.
- 3. Request for increase must be made in writing to DHHL on a timely basis.
 - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
 - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor should contact the Purchasing Specialist named on the cover of this Invitation for Bids to obtain the current wage information.
- 4. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
 - b. Only if there is a wage increase to public employees performing comparable work; and
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period only or, if applicable, contract extension period or parts thereof).

Example:

Original contract period:	October 1, 2007, to September 30, 2008
Extension period:	October 1, 2008, to September 30, 2009

The option to extend the original contract is exercised for the period October 1, 2008, to September 30, 2009. On March 1, 2008, the State announces a pay raise, and the Contractor soon thereafter submits a request of a price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the remainder of current period of the contract, March 1, 2008, to September 30, 2008.

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

a.	Bid Price/Hr/Janitor I (A)	= (A) for example = \$15.00/hr
b.	Current Hourly Wage Rage (B)	= (B) for example = \$14.80/hr
C.	New Hourly Wage Rate paid to State Employees eff. 3/1/08 (C)	= (C) for example = \$14.98/hr
d.	Hourly Wage Increase to State employees (D)	= (D) for example = \$.18/hr
e.	Adjusted Bid Price/Hr/Officer (E)	= (A) + (D), or \$15.00 + \$.18 = \$15.18/hr

6. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractors claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
- b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or $$.18 \times .16 = $.03$
- c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or \$15.18 + \$.03 = \$15.21
- 7. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

16.0 AWARD OF CONTRACT

16.1 <u>Method of Award.</u> Award, if made, shall be to the responsive, responsible Bidder submitting the lowest Total Annual Bid Price. Bid Item Nos. 1 to 3. Bidder must bid on every item listed in order to qualify for award. Failure shall result in rejection of bid.

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

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

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) <u>and</u> the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DHHL.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <u>http://www6.hawaii.gov/tax/a1_forms.htm</u>

DOTAX Forms by Fax/Mail:	(808) 587-7572
	1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

The <u>application</u> for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DHHL. However, the tax clearance certificate shall be submitted to DHHL.

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

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to the DHHL.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <u>http://hawaii.gov/labor/forms</u> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DHHL.

The <u>application</u> for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to DHHL. However, the certificate shall be submitted to DHHL.

16.5 <u>Compliance with Section 103D-310(c), HRS, for an entity doing business in the</u> <u>State.</u> The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to DHHL.

To obtain the Certificate, the Offeror must first be registered with the BREG. <u>A sole</u> proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <u>www.BusinessRegistrations.com</u>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

16.6 <u>Final Payment Requirements.</u> Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original Certification of Compliance for Final Payment+ (SPO Form-22), will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select Common for Vendors/Contractors+ from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

16.7 <u>Hawaii Compliance Express.</u> Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <u>http://vendors.ehawaii.gov</u> to acquire a %Gertificate of Vendor Compliance.+The HCE provides current compliance status as of the issuance date. The %Gertificate of Vendor Compliance+indicating that vendor¢ status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

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

17.0 ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty day period or a longer period as may be allowed upon mutual agreement of the parties.

18.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

19.0 CONTRACT EXECUTION

The State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the bidder. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter. <u>NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED</u>.

If the option(s) to extend are mutually agreed upon, Contractor shall enter into a supplemental agreement for each extended period.

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

20.0 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

21.0 FIDELITY BOND INSURANCE

Offeror¢ employees, including officers of the company, shall be bonded for not less than \$50,000. Proof of such insurance shall be furnished within five (5) working days from notification that the Offeror is the lowest responsible bidder. Failure to submit proof of such insurance within the period specified shall be sufficient cause for rejection of bid.

22.0 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or

anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 combined single limit

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

- 1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Hawaiian Home Lands, P.O. Box 1879, Honolulu, Hawaii 96805."
- 2. Additional Insured: "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- 3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

23.0 RESPONSIBILITY FOR ACCURACY, COMPLETENESS AND ADEQUACY

The Contractor covenants and agrees that he shall be responsible and accountable for the accuracy, completeness, clarity and adequacy of the work performed. The Contractor agrees to perform the work in a good workmanlike manner with an attitude that shall involve a personal desire to place DHHL\$ interest above other considerations, and accept the responsibility for the services to be rendered.

24.0 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

25.0 LOSSES OR DAMAGES

The Contractor agrees not to hold the State of Hawaii, DHHL, their agents and employees, liable or responsible for any losses or damages arising from action or the elements of the nature of the work to be done under these specifications, or from any unforeseen obstructions, Acts of God, vandalism, fires, or encumbrances which may be encountered in the prosecution of the work.

26.0 INSPECTIONS

The State retains the general right of inspection by a designated representative in order to judge, whether in the States opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

27.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

28.0 REMOVAL OF CONTRACTOR'S EMPLOYEES

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

29.0 INVOICING

Contractor shall send an original monthly invoice to:

Department of Hawaiian Home Lands Attn: Administrative Services Office P.O. Box 1879 Honolulu, Hawaii 96805

All invoices shall reference the IFB and contract number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original certification of Compliance for Final Payment+ (SPO Form-22) will be required for final payment. A copy of the form is available at www.spo.hawaii.gov. Select compliance for Final Payment. A copy of the form is available at www.spo.hawaii.gov. Select Compliance for Final Payment, A copy of the form is available at www.spo.hawaii.gov. Select Complete 103D, HRS, menu. Alternately, a Certificate of Vendor Compliance, +issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

30.0 PAYMENT

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

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

31.0 LIQUIDATED DAMAGES

Refer to the States General Conditions. Liquidated damages is fixed at the sum indicated as the PER DAY RATE in the Offer Form (page OF-2) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

32.0 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from

any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

33.0 PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <u>www.spo.hawaii.gov</u>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DHHL, P.O. Box 1879, Honolulu, Hawaii 96805.

SPECIFICATIONS FOR CUSTODIAL MAINTENANCE SERVICES

	Frequency					
	D	W	Μ	Q	SA	А
Day Porter Service (7:30 am to 4:00 pm)						
Building Lobbies, Common Areas, Restrooms, Showers, Staff Rooms,						
Conference Rooms and Conference Building and Respite Center						
• .						
<u>Floors</u>						
dust mop, spot clean, and vacuum all flooring, as necessary	Х					
Walls						
Dust and clean building signs	x					
Remove any smudges	x					
Remove any smudges	^					
Windows						
Clean ground floor lobby giving attention to detail to ledges and edges	Х					
Clean ground floor glass entry doors, 2 times daily	Х					
<u>Furnishings</u>						
Wipe down common area furnishings	Х					
Detail clean trash receptacles in common areas	Х					
Wipe down outdoor tables and seating areas, 2 times daily	Х					
Fixtures						
Clean and polish all metal brightworks, wood and glass in common areas	x					
Clean and poilsn an metal brightworks, wood and glass in common aleas	^					
Trash						
Remove trash	х					
Remove trash and other debris from planters	х					
Afternoon wet trash removal from designated common areas	х					
All Restrooms and Showers						
Monitor and restock restroom supplies and freshen up	Х					
Other						
Special cleaning as needs arise	x					
Report and fix minor repairs (eg. Leaky faucets, cracks in cement, etc)	x					
Respond to calls from management office	x					
Report any discrepancies to facilities management	x					
Vacuum dust and lint on lobby ledges and floors as frequently as needed	x					
vacuum dust and lint of lobby ledges and hoors as neguenity as needed	^					

	Frequency					
	D	W	M	Q	SA	А
Night Service (Starts at 5:00pm)						
Offices and Workstations						
Floors						
Dust mop and spot clean all hard surface flooring (i.e. tile, linoleum, etc.)	Х					
Vacuum and spot clean all carpeting and rugs, removing and replacing light						
furniture	Х					
Trim and remove all carpet frays and snags	Х					
Damp mop hard surface flooring (i.e. tile, linoleum, etc.)		Х				
Spray buff hard surface flooring (to be performed the first working day of the						
month)			Х			
Spray buff all resilient tile floors			х			
Detail vacuum corners and edges			Х			
Strip and refinish resilient tile floors				х		
Shampoo carpets					х	
Malla & Deere						
Walls & Doors					\mid	
Spot clean glass and vertical walls, including sidelights Damp wipe and spot clean all doors, door signs, door glass, handles, around	х					
light switches	Х					
Spot clean and remove hand prints and smudges from walls	х					
Remove fingerprints and smudges from woodwork, doors, walls and						
partitions		Х				
Dust door louvers		Х			\square	
Damp wipe wall surfaces		Х				
Damp wipe base molding and clean edges			Х			
High dusting, wiping, and vacuuming atop door ledges, all vertical surfaces						
such as walls, partitions, ventilating louvers, fresh air grills and others not						
reached in night cleaning			Х		\square	
Clean light diffusers				Х	\square	
Wash partition glass				Х	\square	
Dust all vertical walls full height				Х		
Windows						
Clean interior windows						х
Dust all window coverings (i.e. blinds) and return to the position prior to						
cleaning		x				1
		~				
Ceiling						
Replace burnt out lamps as needed	Х					
Dust ventilation and A/C vents, high molding and edges not reached at other						
times			х			
Dust/wipe exterior of all lighting fixtures			х		\square	
Furnishings						
Hand dust and damp wipe all furniture (excluding computer equipment,					\vdash	
printers, and monitors)		v				
Hand dust and damp wipe all horizontal surfaces within reach to remove dust,		Х			┝──┦	
dirt, stains, fingerprints (i.e. desks, filing cabinets, lamps, window mullions,						
baseboards, coat racks, etc.)		v				
basebuarus, uvar rauns, etc.	I	Х	I	I		

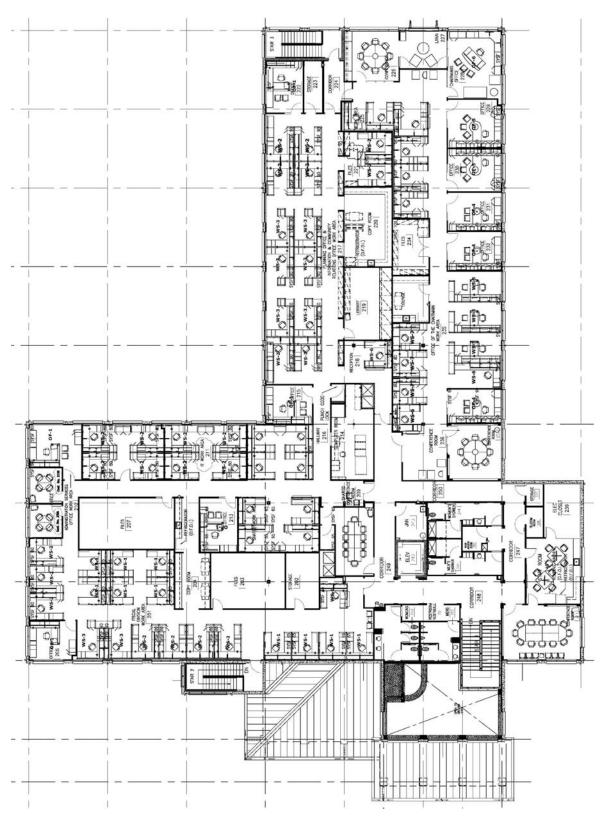
	Frequency					
	D	W	Μ	Q	SA	Α
Clean all glass furniture tops; damp wipe and dry if necessary; remove all						
water spots		х				
Clean chair pads where possible			Х			
Damp wipe all vinyl and/or leather furniture			х			
Vacuum upholstered furniture				х		
Wash all waste recepticles					Х	
xtures						
Hand dust all fixtures	х					
Dust all ventilating louvers		Х				
Dust and clean electric fixtures and any other fittings in public corridors as						ſ
necessary		х				
Damp wipe clean all interior metal including mullions		Х				
Damp wipe clean doors, kick plates, thresholds		Х				
rash						
Empty waste baskets and trash containers; only remove items properly						
labeled "trash"	x					
Remove all waste materials to a designated area	х					
Empty recycling receptacles and remove to designated area for recycling						Γ
items	х					
ther						
Turn off all lights except emergency lighting and close all interior doors.	х					
Vacuum dust and lint on lobby ledges and floors	Х					
Report any discrepancies to facilities management	х		1			

	Frequency					
	D	W	М	Q	SA	Α
Night Service (starts at 5:00 pm)						
Meeting Rooms, Conference Rooms, Miscellaneous Common Areas						
(including the Conference building and Respite Center)						
Floore						
Floors	v					
Dust mop and spot clean all hard surface flooring (i.e. tile, linoleum, etc.) Vacuum and spot clean all carpeting and rugs, removing and replacing light	Х					
furniture	x					
Trim and remove all carpet frays and snags	X					
Damp mop hard surface flooring (i.e. tile, linoleum, etc.)	^	х				
Spray buff hard surface flooring (to be performed the first working day of		^				
each week)		x				
Wash all stone, ceramic tile, marble and terrazzo flooring in the elevator		^				
lobbies and common areas		x				
Spray buff all resilient tile floors		^	х			
Detail vacuum corners and edges			x			
Strip and refinish resilient tile floors			^	х		
Shampoo carpets				X		
Shampoo carpets				^		
Walls & Doors						
Spot clean glass and vertical walls, including sidelights	х					
Damp wipe and spot clean all doors, door signs, door glass, handles, around						
light switches	х					
Spot clean and remove hand prints and smudges from walls	х					
Remove fingerprints and smudges from woodwork, doors, walls and						
partitions		х				
Dust door louvers		х				
Wash glass entry doors		х				
Damp wipe wall surfaces		х				
Damp wipe base molding and clean edges			Х			
High dusting, wiping, and vacuuming atop door ledges, all vertical surfaces						
such as walls, partitions, ventilating louvers, fresh air grills and others not						
reached in day cleaning			Х			
Clean light diffusers				Х		
Wash partition glass				Х		
Dust all vertical walls full height				Х		
Windows						
Clean interior windows						х
Dust all window coverings (i.e. blinds) and return to the position prior to						^
cleaning		x				
		<u>^</u>				
Ceiling						
Replace burnt out lamps	х					
Dust ventilation and A/C vents, high molding and edges not reached at other						
times			х			
Dust/wipe exterior of all lighting fixtures			х			I
Clean all A/C vents					Х	

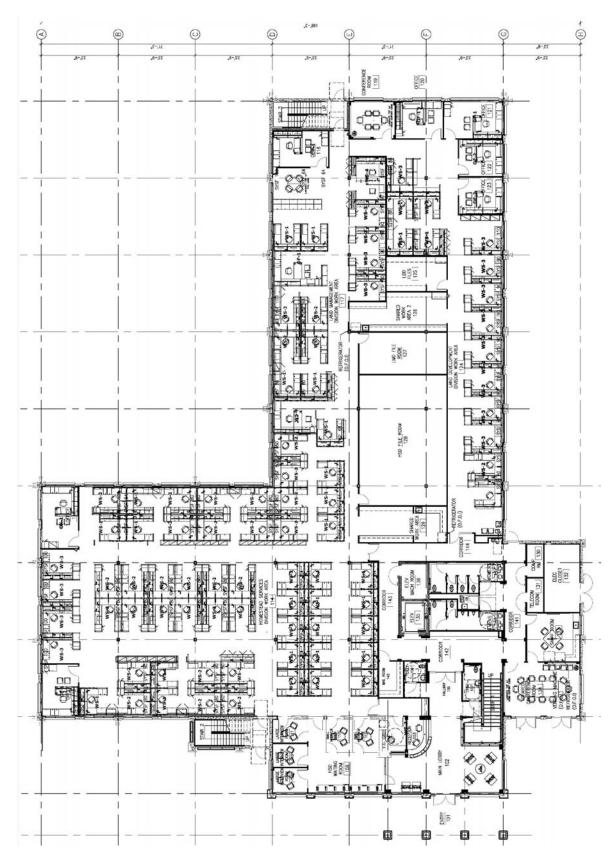
	Frequency						
	D	W	M	Q			
					_		
Furnishings							
Hand dust and damp wipe all office furniture (excluding computer equipment,							
printers, monitors, and sensitive items)	Х						
Hand dust and damp wipe all horizontal surfaces within reach to remove dust,							
dirt, stains, fingerprints (i.e. desks, filing cabinets, lamps, window mullions,							
baseboards, coat racks, etc.)	х						
Clean all glass furniture tops; damp wipe and dry if necessary; remove all							
water spots	х						
Damp wipe all kitchen appliances	х						
Clean all kitchen sinks	х						
Dust furniture (i.e. chair rungs, baseboards, etc.)		х					
Clean all blackboard, whiteboards, and erasers		х					
Clean chair pads where possible			х				
Damp wipe all vinyl and/or leather furniture			x				
Vacuum upholstered furniture			~	х			
Wash all waste receptacles				~	х		
					~		
<u>Fixtures</u>							
Clean and polish drinking fountains and coolers	Х						
Hand dust all fixtures	х						
Damp wipe, spot clean, and disinfect door fixtures and handles	Х						
Dust all door louvers and other ventilating louvers		х					
Damp wipe all elevator, stairway, office and utility doors as necessary		х					
Dust and clean electric fixtures and any other fittings in public corridors as							
necessary		х					
Damp wipe clean all interior metal including mullions		х					
Damp wipe clean doors, kick plates, and thresholds		х					
Dust all pictures, frames, charts, graphs and similar wall hangings not							
reached in day cleaning			х				
Clean lenses and dust lamps (exterior and interior)						х	
Trash							
Empty waste baskets and trash containers; only remove items properly							
labeled "trash"	Х						
Remove all waste materials to a designated area	х						
Empty recycling receptacles and remove to designated area for recycling							
items	х						
Other							
Turn off all lights except emergency lighting and close all interior doors	х						
Report any discrepancies to facilities management	X						
report any discrepancies to racinities management	X						

	Frequency					
	D	W	M	Q	, SA	А
Night Service (Starts at 5:00pm)						
Restrooms, Showers and Locker Rooms (including restrooms in the						
Conference Building and Respite Center)						
- . <i>,</i>						
Floors						
Sweep, deck scrub problem flooring areas (i.e. under urinals) and						
wash/disinfect all flooring. Scrub floors using automatic floor machine or						
deck brush	Х					
Machine scrub flooring		Х				
Walls						
Clean and disinfect partitions and doors	х					
Scrub walls and shower walls	x					
Wash partitions and enameled/tiled surfaces as needed	x					
Damp wipe all partitions, tile walls and enamel surfaces as needed using	^					
proper disinfectant		v				
		Х				
Ceiling						
Damp wipe all ceilings as needed using proper disinfectant		Х				
Spot clean ceilings		Х				
High dusting and vacuuming including light fixtures, louvers and ventilation						
grills		х				
<u>Fixtures</u>						
Wash and polish all mirrors (including frames), remove water spots, powder						
shelves/surfaces, fixtures, flushometer, piping and toilet seat hinges and						
dispensers	Х					
Wash, disinfect and wipe dry both sides of all toilet seats	х					
Wipe, disinfect and clean all toilet tissue, soap, towel and disposal units	Х					
Wash all basins, bowls, and urinals and disinfect	Х					
Remove water spots from counter tops and fixtures	Х					
Clean and disinfect sinks, urinals, fountains, commodes and showers	Х					
Clean and disinfect locker room benches and other furnishings	Х					
Scrub showers	Х					
Damp and wipe clean dispensers and receptacles using owner-approved						
disinfectant	Х					
Damp wipe clean paper towel and sanitary napkin disposal receptacles	Х					
Fill toilet tissue holders, soap dispensers, towel dispensers and replace						
sanitary napkin disposal liners	Х					
After cleaning, leave all toilet seats in "up" position	Х					
Report and fix minor repairs (eg. Leaky faucets, etc.)	Х					
Damp wipe all entry doors and door frames			Х			
Trash						
Empty waste baskets and trash receptacles; remove all waste materials to a						\neg
designated area	x					
Replace trash liners securely	x					\neg
Empty sanitary napkin disposal receptacles	x					\neg
						\neg
<u>Other</u>	L					
Report any discrepancies to facilities management	Х					

	Frequency						
	D	W	M	Q	SA	А	
Night Service (Starts at 5:00pm)							
Building Lobbies							
Floors							
Vacuum all floor surfaces plus dust mop and damp mop tile floors	х						
Detail vacuum corners and edges		х					
Shampoo carpets				Х			
Walls							
Spot clean glass	х						
Dust all ledges	~	х					
Spot clean walls		X					
<u>Windows</u>							
Clean interior windows						х	
Wash windows		Х					
Ceiling							
Dust A/C vents and grills			х				
<u>Furnishings</u>							
Dust and clean furniture	X						
Empty and clean all ashtrays Dust silk plants	Х		v				
Dust silk plants			Х				
Fixtures & Ledges							
Clean glass doors	Х						
Polish door fixtures and handles	х						
Detail vacuum ledges	х						
Clean light fixtures		Х					
Trash							
Empty and clean waste receptacles	х						
Night Service (Starts at 5:00pm)							
Building Corridors and Elevator Lobbies							
Floors							
Vacuum carpets (and spot clean as necessary)	х					-+	
Cut and remove all carpet frays and snags	x						
Vacuum edges in corridors and lobbies	Ê	х				-+	
Shampoo carpets		~		х			
	·			-			



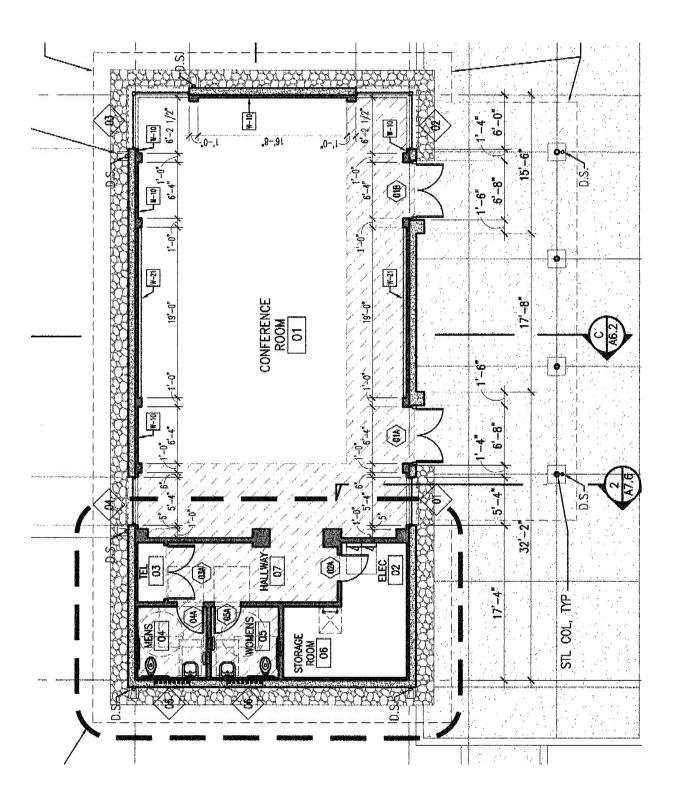
ATTACHMENT B.1 – DHHL MAIN OFFICE FIRST FLOOR



ATTACHMENT B.2 – DHHL MAIN OFFICE SECOND FLOOR

DHHL OFFICE FACILITY FLOOR PLAN B-2

ATTACHMENT B.3 – DHHL CONFERENCE BUILDING



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Class Specifications for the Class:

JANITOR I

Duties Summary:

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Performs routine manual work in cleaning and maintaining public buildings; and performs other related duties as assigned.

Distinguishing Characteristics:

Performs routine cleaning tasks in cleaning and maintaining public buildings which rarely involves maintenance repair work or strenuous work such as carrying and moving heavy furniture and equipment.

Examples of Duties:

Sweeps and scrubs floors, hallways, corridors and stairways; cleans, mops, disinfects and services lavatories and restrooms; empties and cleans receptacles; mops and waxes floors; washes, dusts, waxes and/or polishes windows, woodwork, walls and fixtures which are easily accessible; cleans table tops, bookcases, drinking fountains, wash basins, venetian blinds, etc.; arranges chairs, tables and other light furniture and equipment for scheduled activities; locks and unlocks doors and windows; turns lights on and off; operates polishing machine and vacuum cleaner; runs errands; clears bookdrops; may work on grounds adjacent to the building in which employed, raking leaves, picking up debris, and watering lawns, trees; and may operate a car to complete assigned tasks.

Knowledge and Abilities Required:

Knowledge of: Practices, tools and materials used in janitorial work.

Ability to: Perform light manual work; understand and follow oral and written instructions.

This is an amendment to the specification for the class JANITOR I approved on September 14, 1982.

DATE APPROVED: 3/8/83

Class Specifications

for the Class:

JANITOR II

Duties Summary:

Performs routine manual work in cleaning and maintaining public buildings and also performs heavy lifting, cleans places and equipment which are not easily accessible, does simple building repair work and operates heavy industrial type cleaning equipment; and performs other related duties as assigned.

Distinguishing Characteristics:

In addition to routine cleaning tasks, a position in this class spends a significant amount of work time on more strenuous or demanding tasks such as (1) performing simple building maintenance and repair work not calling for a trade skill, (2) carrying and moving heavy furniture and equipment, (3) cleaning places and equipment which are not easily accessible, and (4) operating heavy-duty industrial cleaning equipment.

Examples of Duties:

Cleans and repairs venetian blinds and cords; hangs and removes curtains and draperies; operates heavy-duty industrial cleaning equipment such as vacuum cleaners, scrubbing machines and floor polishers; replaces fluorescent, standard and other light bulbs; replaces washers, door knobs and does similar minor repair or maintenance tasks not calling for a trade skill; cleans gutters and flat roofs, windows, transoms, electrical fixtures and other places which are not easily accessible; moves and carries heavy furniture and equipment; sweeps and scrubs floors, hallways and stairways; wipes, dusts, washes, waxes and/or polishes furniture, woodwork and fixtures; cleans, mops, disinfects and services lavatories and restrooms; empties and cleans receptacles; mops and waxes floors; cleans table tops, bookcases, drinking fountains, wash basins, etc.; arranges chairs, tables and other furniture for scheduled activities; works on grounds adjacent to the building in which employed, picking up debris, poisoning weeds, mowing lawns, raking leaves and watering lawns, plants and trees; occasionally removes spots and stains from carpets or operates a shampoo machine to clean carpets; may be in charge of janitorial supplies and equipment;

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occasionally may perform security attendant duties; and may drive a car or truck to complete assigned tasks.

Knowledge and Abilities Required:

Knowledge of: Practices, tools and materials used in janitorial work.

Ability to: Lift and carry heavy furniture and equipment; understand and follow oral and written instructions; perform minor building repair and maintenance tasks; and operate heavy industrial type cleaning equipment.

This is an amendment to the specification for the class JANITOR II approved on September 14, 1982.

DATE APPROVED: 3/10/83

DONALD BOTELHO Director of Personnel Services

Class Specifications for the Class:

JANITOR SUPERVISOR I

Duties Summary:

Supervises the work of a group of janitors and other custodial personnel in the cleaning and maintenance of buildings and building areas; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is a full-time supervisor over a group of janitors and other custodial personnel.

Examples of Duties:

Schedules the work of janitors, watchmen and other custodial personnel; conducts inspectional tours of work stations such as offices, elevators, parking areas, washrooms, etc., to insure that proper cleaning, maintenance, security and safety measures have been carried out; notes deficiencies such as the need for repair of equipment, re-cleaning of rooms, etc., and takes corrective action by instructing subordinates on specific tasks to be done, or by notifying proper authorities; inspects work stations and checks on employees' attendance; assigns workers to fill temporary or permanent vacancies; approves or recommends for approval requests for leaves of absences by employees; evaluates work performances of employees; requisitions and issues supplies and equipment; takes inventory of supplies and equipment; keeps records of work activities and submits oral and written reports.

Knowledge and Abilities Required:

Knowledge of: Practices, tools, equipment and materials used in janitorial work; safety practices as applied to janitorial work; building hardware, fixtures and equipment; principles and practices of supervision.

Ability to: Instruct and supervise others in the operation of tools and equipment used in janitorial and simple maintenance work; follow and give oral and written instructions. _____

This is an amendment to the specification for the class JANITOR SUPERVISOR I approved on December 14, 1955.

DATE APPROVED: 3/10/83

DONALD BOTELHO Director of Personnel Services