

**INVITATION FOR BIDS
BID PROPOSAL NO. J13007**

**TO PROVIDE CUSTODIAL AND YARD SERVICES
FOR VARIOUS JUDICIARY FACILITIES ON OAHU**

MAY 2012

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: newton.t.sakamoto@courts.state.hi.us

Provide the following information:

- | | | |
|------------------------|--|--------------------------|
| 1. Name of Company | • Mailing Address | • Name of Contact Person |
| 2. Telephone Number | • FAX number | • E-mail Address |
| 3. Solicitation Number | • Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

INVITATION FOR BIDS NO. J13007

The Judiciary, State of Hawaii

May 18, 2012

Competitive Sealed Bids to **Provide Custodial and Yard Services for Various Judiciary Facilities on Oahu, Judiciary, State of Hawaii**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

up to and will be opened at **2:00 P.M., H.S.T., on June 6, 2012.**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www.courts.state.hi.us/>, go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. Questions relating to this bid solicitation shall be directed to Mr. Newton Sakamoto, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email newton.t.sakamoto@courts.state.hi.us.

Janell Kim
Financial Services Administrator

Judiciary & SPO Websites: May 21, 2012)

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ATTACHMENTS

GENERAL CONDITIONS, DATED FEB. 2001
PROCEDURAL REQUIREMENTS, DATED MAY 2003

SECTION 1 - SPECIFICATIONS

1.1 SCOPE OF WORK

The work consists of providing Custodial and Yard Services for the various Judiciary facilities as listed herein.

1.2 PERFORMANCE OF WORK

All services shall be performed on weekdays (Monday through Friday) between the hours of 5:00 p.m. and 12:00 midnight, excluding State holidays. Yard services may be performed during the daylight hours.

1.3 CONTRACTOR'S RESPONSIBILITY

The Contractor shall furnish and pay for all labor, tools, equipment, cleaning supplies, and other appurtenances necessary to provide Custodial and Yard Services. Contractor shall also pay for and supply all hand towels, bathroom tissue, toilet seat covers, hand soap for dispensers, and plastic bags for waste baskets.

1.4 JOB SITES AND DESCRIPTION OF WORK

The job sites and the description of the work to be provided by the Contractor are as follows:

1. **Ewa District Court**
870 4th Street, Pearl City, HI 96782
 - a. The following services shall be performed on a daily basis:
 - 1) Gather all waste paper and place for disposal,
 - 2) Empty and clean all ash urns,
 - 3) Sweep and/or dust mop all floor surfaces,
 - 4) Clean all carpeted areas using carpet sweeper,
 - 5) Wipe desks, chairs, tables and other office furniture,
 - 6) Wipe counters, file cabinets and telephones,
 - 7) Wipe all ledges and other flat surfaces within reach,
 - 8) Properly arrange furniture in office,
 - 9) Wipe fingerprints from woodwork, walls, partitions, doors & glass,

- 10) Clean all drinking fountains,
 - 11) Sweep stairs, landing and clean handrails,
 - 12) Clean entrance-ways, lobby and entrance mat,
 - 13) Spot clean entrance door glass,
 - 14) Keep janitor closet clean and orderly,
 - 15) Leave only designated night lights on,
 - 16) Check windows, doors and gates upon completion of work,
 - 17) Remove all trash from premises,
 - 18) Sweep parking area,
 - 19) Clean restroom fixtures and chrome fittings,
 - 20) Clean and refill all restroom dispensers,
 - 21) Spot wash restroom walls, partitions and doors,
 - 22) Clean restroom mirrors,

 - 23) Mop restrooms floors using Johnson Forward Disinfectant or equal,
 - 24) Sanitize toilets, toilet seats and urinals,
 - 25) Clean public restrooms, and hose down walkways/lanai/foyer areas adjacent to courthouse, every morning between the hours of 5:00 a.m. and 7:00 a.m.
- b. The following services shall be performed weekly:
- 1) Vacuum clean carpeted areas using HEPA-type vacuum cleaners,
 - 2) Rake leaves on grass and planted areas as needed,
 - 3) Grass is to be trimmed as needed,
 - 4) Weed, trim and cut plants as needed,
 - 5) Water plants and grass beds.
- c. The following services shall be performed monthly:
- 1) Trim hedges as needed.
- d. The following services shall be performed semi-annually:
- 1) Clean interior and exterior windows,
 - 2) Clean light fixtures.
- e. The following services shall be performed annually:
- 1) Strip and wax resilient flooring with three (3) coats of Johnson Complete or equal,
 - 2) Clean and shampoo carpeted areas.

2. **Wahiawa District Court**
1034 Kilani Street, Wahiawa, HI 96786

- a. The following services shall be performed on a daily basis:
- 1) Gather all waste paper and place for disposal,
 - 2) Empty and clean all ash urns,
 - 3) Sweep and/or dust mop all floor surfaces,
 - 4) Clean all carpeted areas using carpet sweeper,
 - 5) Wipe desks, chairs, tables and other office furniture,
 - 6) Wipe counters, file cabinets and telephones,
 - 7) Wipe all ledges and other flat surfaces within reach,
 - 8) Properly arrange furniture in office,
 - 9) Wipe fingerprints from woodwork, walls, partitions, doors, and glass,
 - 10) Clean all drinking fountains,
 - 11) Clean entrance-ways, lobby and entrance mat,
 - 12) Spot clean entrance door glass,
 - 13) Keep janitor closet clean and orderly,
 - 14) Leave only designated night lights on,
 - 15) Check windows, doors, & gates upon completion of work,
 - 16) Remove all trash from premises,
 - 17) Police (dispose rubbish, broken bottles, etc.) parking lot and landscaped areas before 8:30 A.M.,
 - 18) Clean restroom fixtures and chrome fittings,
 - 19) Clean and refill all restroom dispensers,
 - 20) Spot wash restroom walls, partitions and doors,
 - 21) Clean restroom mirrors,
 - 22) Mop restroom floors using Johnson Forward Disinfectant or equal,
 - 23) Sanitize toilets, toilet seats and urinals.
- b. The following services shall be performed weekly:
- 1) Vacuum clean carpeted areas HEPA-type vacuum cleaners.
- c. The following services shall be performed semi-annually:
- 1) Clean interior and exterior windows,
 - 2) Clean light fixtures.
- d. The following services shall be performed annually:
- 1) Strip and wax resilient flooring with three (3) coats of

- Johnson Complete or equal,
- 2) Clean and shampoo carpeted areas.

3. **Old Juvenile Detention Home/Home Maluhia**
902 Alder Street, Honolulu, HI 96814

- a. The following yard services shall be performed weekly:
 - 1) Rake leaves on grass and planted areas,
 - 2) Weed, trim and cut plants as needed,
 - 3) Water plants and grass beds,
 - 4) Grass is to be trimmed as needed.

4. **Hale Hiliinai (Old Brooks Hall at former DH)**
902 Alder Street, Honolulu, Hawaii 96814

- a. The following services shall be performed twice a week only:
 - 1) Gather all waste paper and place for disposal,
 - 2) Vacuum high-traffic carpeted areas throughout the facility,
 - 3) Wipe desks, files cabinets, window sills, tables, picture frames, flat surfaces within reach and all other furnishings,
 - 4) Sweep and/or dust mop all floor surfaces,
 - 5) Clean entrance metal and glass to remove finger marks,
 - 6) Spot clean carpeting, wall, partition glass and switch plates,
 - 7) Clean and polish any and all drinking fountains.
 - 8) Clean and sanitize all toilets, basins and countertops,
 - 9) Clean all restroom fixtures and chrome finishes,
 - 10) Clean all mirrors,
 - 11) Spot wash restroom walls, partitions and doors,
 - 12) Sweep/dust-mop and damp mop restroom floors with Disinfectant,
 - 13) Refill and/or restock all restrooms dispensers,
 - 14) Remove all trash from premises.
- b. The following services shall be performed weekly:
 - 1) Vacuum all carpeted areas with HEPA-type vacuum,
 - 2) Damp mop hard surface floors.
- c. The following services shall be performed monthly:
 - 1) Vacuum all upholstered furniture,

- 2) Vacuum or wet-wipe air conditioning grills and diffusers.
- d) The following services shall be performed semi-annually:
 - 1) Clean interior and exterior windows.
- e) The following shall be performed annually:
 - 1) Clean and shampoo all carpeted areas.

**5. Home Maluhia
902 Alder Street, Honolulu, Hawaii 96814**

- a) The following services shall be performed daily:
 - 1) Gather all waste paper and place for disposal,
 - 2) Vacuum high-traffic carpeted areas throughout the facility,
 - 3) Wipe desks, files cabinets, window sills, tables, picture frames, flat surfaces within reach and all other furnishings,
 - 4) Sweep and/or dust mop all floor surfaces,
 - 5) Clean entrance metal and glass to remove finger marks,
 - 6) Spot clean carpeting, wall, partition glass and switch plates,
 - 7) Clean and polish any and all drinking fountains.
 - 8) Clean and sanitize all toilets, basins and countertops,
 - 9) Clean all restroom fixtures and chrome finishes,
 - 10) Clean all mirrors,
 - 11) Spot wash restroom walls, partitions and doors,
 - 12) Sweep/dust-mop and damp mop restroom floors and shower stalls with disinfectant,
 - 13) Refill and/or restock all restrooms dispensers,
 - 14) Remove all trash from premises.
- b) The following services shall be performed weekly:
 - 1) Vacuum all carpeted areas with HEPA-type vacuum,
 - 2) Damp mop hard surface floors.
- c) The following services shall be performed monthly:
 - 1) Vacuum all upholstered furniture,
 - 2) Vacuum or wet-wipe air conditioning grills and diffusers,
 - 3) Dust mini blinds.
- d) The following shall be performed semi-annually:

- 1) Clean interior and exterior windows,
 - 2) Clean light fixtures.
- e) The following shall be performed annually:
- 1) Strip and wax resilient flooring (if necessary) with three coats of Johnson Complete or equal,
 - 2) Clean and shampoo carpeted areas.

**6. Driver License Revocation Office (1st Floor)
2875 S. King Street, Honolulu, Hawaii 96826**

- a. The following services shall be performed on a daily basis:
- 1) Gather all waste paper and place for disposal,
 - 2) Empty and clean all ash urns,
 - 3) Sweep and/or dust-mop all floor surfaces,
 - 4) Clean all carpeted areas using carpet sweeper,
 - 5) Wipe desks, chairs, tables and other office furniture,
 - 6) Wipe counters, file cabinets and telephones,
 - 7) Wipe all ledges and other flat surfaces within reach,
 - 8) Properly arrange furniture in office,
 - 9) Wipe fingerprints from woodwork, walls, partitions, doors, and glass,
 - 10) Clean all drinking fountains,
 - 11) Clean entrance-ways, lobby and entrance mat,
 - 12) Spot clean entrance door glass,
 - 13) Keep janitor closet clean and orderly,
 - 14) Leave only designated night lights on,
 - 15) Check windows, doors and gates upon completion of work,
 - 16) Remove all trash from premises,
 - 17) Police (dispose rubbish, broken bottles, etc.) parking lot and landscaped areas before 8:30 a.m.,
 - 18) Clean restroom fixtures and chrome fittings,
 - 19) Clean and refill all restroom dispensers,
 - 20) Spot wash restroom walls, partitions and doors,
 - 21) Clean restroom mirrors,
 - 22) Mop restroom floors using Johnson Forward Disinfectant or equal,
 - 23) Sanitize toilets, toilet seats and urinals.
- b. The following services shall be performed weekly:

- 1) Vacuum clean carpeted areas HEPA-type vacuum cleaners.
- c. The following services shall be performed semi-annually:
- 1) Clean interior and exterior windows,
 - 2) Clean light fixtures.
- d. The following services shall be performed annually:
- 1) Strip and wax resilient flooring with three (3) coats of Johnson Complete or equal,
 - 2) Clean and shampoo carpeted areas.

**7. Records Management Center
1624 Hart Street, Honolulu, Hawaii 96817**

- a. The following services shall be performed on a daily basis:
- 1) Gather all waste paper and place for disposal,
 - 2) Empty and clean all trash receptacles,
 - 3) Sweep and/or dust-mop all floor surfaces,
 - 4) Clean all carpeted areas using carpet sweeper,
 - 5) Wipe desks, chairs, tables and other office furniture,
 - 6) Wipe counters, file cabinets and telephones,
 - 7) Wipe all ledges and other flat surfaces within reach,
 - 8) Properly arrange furniture in office,
 - 9) Wipe fingerprints from woodwork, walls, partitions, doors, and glass,
 - 10) Clean all drinking fountains,
 - 11) Clean entrance-ways,
 - 12) Keep janitor closet clean and orderly,
 - 13) Remove all trash from premises,
 - 14) Sweep parking areas,
 - 15) Clean restroom fixtures and chrome fittings,
 - 16) Clean and refill all restroom dispensers,
 - 17) Spot wash restroom walls, partitions and doors,
 - 18) Clean restroom mirrors,
 - 19) Mop restroom floors using Johnson Forward Disinfectant or equal,
 - 20) Sanitize toilets, toilet seats and urinals.
- b. The following services shall be performed weekly:
- 1) Vacuum clean carpeted areas HEPA-type vacuum cleaners.

- c. The following services shall be performed semi-annually:
 - 1) Clean interior and exterior windows,
 - 2) Clean light fixtures.

- d. The following services shall be performed annually:
 - 1) Strip and wax resilient flooring with three (3) coats of Johnson Complete or equal,
 - 2) Clean and shampoo carpeted areas.

SECTION 2 - SPECIAL PROVISIONS

2.1. SCOPE OF WORK

To provide CUSTODIAL AND YARD SERVICES FOR VARIOUS JUDICIARY FACILITIES ON OAHU, Judiciary, State of Hawaii. All work shall be in accordance with these Special Provisions, the Specifications and the General Conditions Governing Contracts with the Judiciary, State of Hawaii for Goods and Services dated Feb. 2001, Procedural Requirements Governing RFP'S and IFB'S dated May 2003, and IFB attached hereto and by reference made a part hereof.

2.2 OFFICER-IN-CHARGE

For purpose of this contract, Mr. Wayne Taniguchi, Facilities Manager or his designee shall be designated Officer-in-Charge. The telephone number at which he may be reached is 539-4005.

2.3 TERM OF CONTRACT

Contractor shall enter into a contract for providing custodial and yard services for a period of two (2) years commencing July 1, 2012 and ending on June 30, 2014. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, and provided the contract price for the extended period remains the same as the previous years contract price or is negotiated as set forth in the Contract Price Adjustment provision which follows.

2.4 EXAMINATION OF JOB SITES

It shall be the Offeror's responsibility to inspect the areas to be serviced so as to be thoroughly familiar with the existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the areas to be maintained or the condition of the areas or the amount and kind of work to be performed. Submission of offer shall be evidence that the offeror

understands the scope of the project and will comply with these special provisions if awarded the contract.

Arrangements to inspect the job sites may be made by telephoning the Officer-in-Charge, between the hours of 7:45 a.m. to 4:30 p.m., except on weekends and State holidays.

2.5 OFFEROR QUALIFICATION

Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to perform commercial custodial and yard services and to conduct business in the State. To assure the Judiciary that the offeror is capable of performing the work specified herein, the offeror must meet the following requirements:

2.5.1 Certification

Offeror must be certified to conduct commercial janitorial maintenance business in the State of Hawaii for at least five (5) years.

2.5.2 License

Offeror must have applied for a General Excise Tax (GET) license, and operating as an active commercial janitorial maintenance business prior to June 1, 2007.

2.5.3 Permanent Office

Offeror must have a permanent office location on the island of Oahu, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Failure on the part of the offeror to meet this requirement shall result in a rejection of offer.

2.5.4 References

Offeror shall list at least four (4) references in the State of Hawaii, for whom offeror is currently performing commercial custodial services that is similar in

nature and volume to services specified herein, that will qualify offeror to perform the service. Offeror must also submit along with their offer, two (2) letters of recommendation from companies or government agencies for whom offeror is currently providing commercial custodial services. Offeror not able to supply the Judiciary with the required references will not be considered for award. The Judiciary reserves the right to contact the references provided, and reserves the right to reject the offer submitted by any offeror who has not performed services that is similar in nature and volume to services required in this offer or whose performance on other jobs for this type of service has been proved unsatisfactory.

2.6 OFFER PREPARATION

Offers submitted must be on the forms provided and must be in accordance with the terms and conditions stated herein. Any offer offering any other set of terms and conditions contradictory to those included herein will be rejected without further consideration.

2.6.1 Legal Name.

Offeror must submit its offer under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

2.6.2 Bid Price.

Bid prices shall include all labor, tools, equipment, **all** supplies and materials, all applicable taxes and all expenses necessary to provide service as specified. Bid price must be submitted for each job site and for both fiscal years to qualify for award.

2.6.3 Hawaii General Excise Tax License

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

2.6.4 Proposal Guaranty.

A Proposal guaranty is not required for this invitation for bids.

2.6.5 Insurance.

Offeror shall provide the requested insurance information as requested in Section 2.7 of these Special Provisions.

2.6.6 References.

Offeror shall provide the requested reference information as requested in Section 2.5.4 of these Special Provisions.

2.6.7 Wage Certificate.

Offeror shall complete and submit the attached Wage Certificate by which the offeror certifies that the services required will be performed pursuant to Section 103-55, H.R.S. Offeror are advised that Section 103-55, H.R.S. provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to employees for similar work. Offeror are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S. and the current wage rate for public employees performing similar work.

Work to be done under this contract is similar to the Judiciary's Janitor II position; therefore, the Contractor will be required to pay their employees the prevailing State wages for work performed under this contract. The wage rate for the Janitor II position is currently \$15.98 per hour.

Upon request by the Officer-in-Charge, Contractor will be required to submit

payroll documentation to the Judiciary's Contract and Purchasing Branch for all employees working under this contract. Documentation may include employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid Judiciary Janitor II prevailing wages.

2.7 INSURANCE

The Contractor shall, at his own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:

1. Commercial General Liability Insurance (occurrence form) of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 aggregate.
2. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Fiscal and Support Services Director in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

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

Prior to execution of the contract, the successful bidder shall provide proof of coverage of insurance requirements set forth under this section.

2.8 **SUBMISSION OF OFFER**

Offerors shall submit their completed Offer Form, Wage Certificate, and Letters of Recommendations no later than 2:00 p.m., H.S.T., June 6, 2012 to:

The Judiciary
Financial Services Office
Contract and Purchasing Section
Kauikeaouli Hale, 6th Floor
1111 Alakea Street
Honolulu, Hawaii 96813

Offers should be submitted in a sealed envelope clearly marked with the Bid Number and Title, and should include the Offeror's name.

Offers received after the above specified date and time or at a location other than the location specified above will not be accepted.

Offers on CD. As an option to submitting an original hard copy of your entire offer packet, offers may be submitted on CD in Adobe's pdf format along with a hard copy of the Offer form.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email or FAX. Please note that 3.5 of the Procedural Requirements Governing RFPs, dated May 2003 is not applicable for this RFP.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

Purchasing Specialist e-mail address & fax: newton.t.sakamoto@courts.state.hi.us
Fax: (808) 538-5802

2.9 CONTRACT AWARD

Award, if any, shall be made to the responsive and responsible offeror submitting the lowest Total Bid Price. Offerors **must** submit a bid for each facility and for both fiscal years in order to qualify for award.

Hawaii Compliance Express Prior to Award, the Contractor **must** be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A single “Certificate of Vendor Compliance” from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices.

The Hawaii Compliance Express allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The “Certificate of Vendor Compliance” indicating that vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For the HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

Timely Submission of Certificate. The above certificate should be applied for and submitted to the Judiciary upon award of contract. 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.

Final Payment Requirements. A Hawaii Compliance Certificate will be required for final payment.

2.10 CONTRACT EXECUTION

Successful offeror receiving award shall be required to enter into a formal written contract.

2.11 PERFORMANCE BOND

A performance bond is not required for this invitation for bid.

2.12 CONTRACT EXTENSION

If the option to extend for an additional period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for the additional extension period. Any contract extension must be executed no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid.

2.13 CONTRACT PRICE ADJUSTMENT

Request for contract price adjustment may be approved, effective July 1st of each extended contract period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the monthly contract price for furnishing custodial services may be adjusted, provided the wages paid to a State Janitor II, is adjusted due to contract negotiations during the contract period previous to the extension being negotiated.
2. Increase in contract price shall be limited to the percent of increase in wages paid to the aforementioned State position, provided however, where the Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in the Contractor's wages made during the contract period previous to the extension being negotiated, is less than the percentage increase to the State employee's wages, adjustment will be limited to the percent of adjustment in the Contractor's wage.

The increase requested must result in increase in wages to the Contractor's employees performing 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 benefit, worker's compensation, TDI, unemployment insurance, and prepaid public health insurance.

3. Thirty percent (30%) of the contract price shall not be subject to increase.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but was not requested during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period it is **not retroactive**.

2.14 CANCELLATION OF CONTRACT

If the Judiciary vacates or discontinues for office use any job site during the contract period, the Judiciary reserves the right to terminate that portion of the contracted services upon thirty (30) days prior written notice with the contract price remaining the same for the job sites still in effect. Further, if any job site is partially or totally made unsuitable for office use due to damage by any cause beyond the control of the Judiciary, the bid price for that portion of the contracted services shall be renegotiated or terminated as of the date such job site was made partially or totally unusable.

2.15 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract that appears during the course of the work, and shall immediately remedy any defects due to faulty workmanship by the Contractor.

2.16 SECURITY BACKGROUND CHECK

After the award of contract and before commencement of any work on the project, Contractor shall provide to the Officer-in-Charge, a list of all employees to be used on the project sites for security reasons. Contractor will be required to provide employees full name, date of birth and residence address. Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. If it is determined that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee from providing on-site services at our facilities.

The list of employees assigned to each job site must be kept current at all times. New workmen cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge. Workmen found on job site without proper clearance shall be removed immediately.

2.17 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Judiciary shall have the right, and the Contractor shall comply with any request, to remove personnel from all work on this project effective immediately upon notification by the Judiciary. Any such request from the Judiciary shall include a written statement indicating why removal of personnel is warranted.

2.18 WORK SCHEDULE

The work to be done shall be accomplished according to the Specifications. In the event the Contractor fails to complete the work according to the specified schedule, liquidated damages shall be assessed in accordance with Section 2.21.1 of these Special Provisions.

The Judiciary reserves the right to change the work schedule of any work site at any time upon thirty (30) days prior written notice with the bid price remaining the same.

2.19 KEYS TO BUILDINGS

1. The Judiciary shall provide to Contractor one (1) set of keys to all locked doors for each job site.
2. Contractor shall keep all keys in a locked box provided by contractor in the janitor's closet, excluding keys to the entry door and janitor's closet which shall be held by contractor. The janitor's closet shall be locked at all times.
3. Contractor shall not duplicate any key without the prior written approval of the Officer-in-Charge.
4. If any key is lost, stolen, or missing, Contractor shall immediately notify the Officer-in-Charge by telephone and shall soon thereafter explain in writing the circumstances surrounding the lost, stolen, or missing key. Further, the Officer-in-Charge shall have the lock cylinder changed at contractor's expense.
5. Contractor shall be responsible for and shall return all keys immediately upon termination of the contract.

2.20 INSPECTION

All work done shall be subject to inspection and approval by the Officer-in-Charge so as to ascertain that the services rendered are in accordance with the Specifications and Special Provisions.

2.21 INVOICING AND PAYMENT

Contractor shall submit original and three copies of the invoice to:

The Judiciary of Hawaii
Office of the Chief Court Administrator
Fiscal Branch
Kaahumanu Hale
777 Punchbowl Street,
Honolulu, Hawaii 96813

Payment shall be made to the Contractor at the monthly contracted price upon certification that the Contractor has satisfactorily performed the required services each month.

For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

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

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

2.22 OTHER SPECIAL PROVISIONS

2.22.1 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the contract that time shall be of the essence in the performance thereof and that in case of failure on the part of the Contractor for any part or parts of the proposal to satisfactorily complete performance of any item in his contract within the time allowed, the Judiciary will be damaged thereby, and the amount of said damages being difficult, if not impossible, of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day for the job site(s) the Contractor fails to perform in whole or in part the services required and the Contractor hereby agrees to pay the Judiciary as

liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor.

2.22.2 TERMINATION FOR CAUSE

Grounds for Termination: The Judiciary may, in its discretion, terminate the contract with the Contractor for any of the following reasons:

1. Contractor materially fails to begin the work or services as specified in the contract;
2. Contractor materially fails to perform the work with sufficient workers, equipment, or materials to ensure prompt completion of the work;
3. Contractor performs the work specified in the contract negligently, or neglects or refuses to remove materials or to perform work or services and the Judiciary deems such work or services to be unacceptable;
4. Contractor discontinues the diligent prosecution of its work or services;
5. Contractor becomes insolvent or is declared bankrupt; or
6. Contractor otherwise materially breaches any term of the contract.

2.22.3 STRICT PERFORMANCE

The parties, by the Agreement, recognizes that Judiciary has a right to insist upon strict performance by Contractor. Any failure by the Judiciary to insist upon strict performance of any provisions of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of Judiciary under the Agreement.

2.22.4 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

**3.1 OFFER FORM
INVITATION FOR BIDS NO. J13007
TO PROVIDE CUSTODIAL AND YARD SERVICES
FOR VARIOUS JUDICIARY FACILITIES ON OAHU,**

OFFEROR: _____

Honolulu, Hawaii
_____, 2012

Financial Services Administrator
The Judiciary, State of Hawaii
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following offer is made to provide the service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and understands that the Fiscal and Support Services Director reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to provide CUSTODIAL AND YARD SERVICES FOR VARIOUS JUDICIARY FACILITIES ON OAHU, JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 attached hereto and by reference made a part hereof for the TOTAL Bid Price of:

_____ Dollars (\$_____).

The following bid proposal is hereby submitted to provide CUSTODIAL AND YARD SERVICES at the locations listed herein.

July 1, 2012 to June 30, 2013 (Fiscal Year 2012-2013)

1. Ewa District Court

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Ewa Total					\$ _____

2. Wahiawa District Court

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Wahiawa Total					\$ _____

3. Old Juvenile Detention Home/Home Maluhia

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Old DH Total					\$ _____

4. Hale Hiliinai (Old Brooks Hall)

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Hale Hiliinai Total					\$ _____

5. Home Maluhia

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Hale Maluhia Total					\$ _____

6. Driver License Revocation Office

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Driver Revocation Total					\$ _____

7. Records Management Center

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Records Mgt. Total					\$ _____

FISCAL YEAR 2012-2013 TOTAL \$ _____
(Total of locations 1 thru 7)

July 1, 2013 to June 30, 2014 (Fiscal Year 2013-2014)

1. Ewa District Court

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Ewa Total					\$ _____

2. Wahiawa District Court

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Wahiawa Total					\$ _____

3. Old Juvenile Detention Home/Home Maluhia

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Old DH Total					\$ _____

4. Hale Hiliinai (Old Brooks Hall)

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x 12	= \$ _____
Other Related Cost:					= \$ _____
Hale Hiliinai Total					\$ _____

5. Home Maluhia

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Hale Maluhia Total					\$ _____

6. Driver License Revocation Office

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Driver Revocation Total					\$ _____

7. Records Management Center

<u>Bid Price/ Hour Per Custodian</u>	<u>No. of Workers Required</u>	<u>Hours Per Month</u>	<u>Bid Price Per Month</u>	<u>Number of Months</u>	<u>Annual Bid Price</u>
\$ _____/hr	x _____	x _____	= \$ _____	x <u>12</u>	= \$ _____
Other Related Cost:					= \$ _____
Records Mgt. Total					\$ _____

FISCAL YEAR 2013-2014 TOTAL \$ _____
(Total of locations 1 thru 7)

<u>Total for Fiscal Year 2012-2013</u>		<u>Total for Fiscal Year 2013-2014</u>		<u>Total Bid Price</u>
\$ _____	+	\$ _____	=	\$ _____*

* = Amount should agree with Total Bid Price shown on page 23.

A. General Excise Tax License:

Tax License ID Number: _____

Date on G.E. Tax License: _____

B. Insurance Coverages:

	<u>CARRIER</u>	<u>POLICY NO.</u>
Commercial General Liability	_____	_____

Worker's Compensation	_____	_____
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Temporary Disability	_____	_____
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Prepaid Health Care	_____	_____
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Unemployment Insurance: _____
(State of Hawaii I.D. number)

C. Date started Janitorial Business in the State of Hawaii: _____

D. Reference as requested in the special provisions:

<u>Company/Firm</u>	<u>Address</u>	<u>Person to Contact</u>	<u>Telephone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Letters of recommendation are attached: Yes _____ No _____

E. Receipt of the following addenda issued by the Judiciary is acknowledged by the date(s) of receipt indicated below:

<u>Date</u>	<u>Date</u>
Addendum No. 1 _____	Addendum No. 3 _____
Addendum No. 2 _____	Addendum No. 4 _____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

The undersigned represents: (Check one only)

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

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

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Respectfully submitted,

Offeror: _____
(Exact Legal Name of Offeror)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ Fax No: _____

Email Address: _____

3.2 – WAGE CERTIFICATE

(For Service Contracts)

Subject: INVITATION FOR BIDS NO. J13007

Project

Description: PROVIDE CUSTODIAL AND YARD SERVICES FOR VARIOUS JUDICIARY FACILITIES ON OAHU.

Pursuant to Section 103-55, Hawaii Revised Statutes, 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 wages paid to the 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 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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signatures: _____

Name: _____

Title: _____

Date: _____