



**MALUHIA, A LONG TERM HEALTH CARE FACILITY**  
**HAWAII HEALTH SYSTEMS CORPORATION**

1027 Hala Drive ■ Honolulu, Hawaii 96817 ■ Telephone: (808) 832-6124 ■ Secure Fax: (808) 832-3897

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DATE: September 17, 2018  
TO: Interested Bidders  
FROM: Michelle Kato, Contract Manager *Michelle Kato*  
SUBJECT: RFQ No. 19-003  
Maluhia Air Condition Services

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Maluhia is requesting for an Air Condition (AC) Contractor to provide labor and material to various AC work at Maluhia.

**Site-Visit**

There will be a site-visit's will be scheduled prior to the start of said project.

**Quote Deadline**

The deadline to submit a quote is October 1, 2018 up until 2:00 p.m. Submittals may be e-mailed to: [mkato@hpsc.org](mailto:mkato@hpsc.org) or hand-delivered to the Purchasing Office located in the basement of Maluhia.

**Award**

Contractors that are a responsive and responsible bidder shall be awarded. Multiple awards may be awarded for a one year period. Contract may be extended for an additional two – one year periods upon mutual agreement between both parties. The Contract amount shall not exceed \$50,000 for the first year.

**Qualifications**

The Interested Bidder's shall have:

1. A current and valid license to perform the scope of work.
2. Have been in business for the past three (3) consecutive years.
3. A permanent, on-island office location in conducting business which is accessible to telephone calls. An answering service is not acceptable.
4. Able to furnish a payment and performance bond for services/jobs that are beyond \$25,000. Failure to furnish a payment and performance bond will disqualify the Contractor from the service/job.

**Scope of Service**

The air conditioning repairs that are anticipated include repairs to air handling equipment, leaking or clogged drain pans, thermostat repairs, and cleaning of coils.

## **Submittals**

Interested Bidder's shall submit the following to be considered a responsive bidder by the deadline:

1. Company Background and References
  - a. Company shall provide background of the company and similar work or services that were conducted in the State of Hawaii. Three References with name, contact information.
2. Wage Certificate (Exhibit A)
3. Price Proposal (Exhibit B)
4. Hawaii Compliance Express (Compliant with DCCA, DLIR, State and Federal Tax Clearance)

## **Post-Award**

Contractor's shall submit a proposal with the submitted hourly rates and costs for materials as requested by Maluhia. For proposals above \$25,000, the Contractor must submit a payment and performance bond of the total proposal amount.

## **General Conditions**

The State of Hawaii INTERIM GENERAL CONDITIONS, dated August 1999, and AMENDMENTS shall be read by the Contractor as they form a part of the Agreement to be entered into between the Contractor and Maluhia. The Interim General Conditions are not physically included in these specifications, but are included by reference. Copies of the INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

[http://hawaii.gov/pwd/construction\\_bids/Members/qc/gen\\_cond\\_constr](http://hawaii.gov/pwd/construction_bids/Members/qc/gen_cond_constr)

The General Conditions are hereby amended as follows:

- a. The following terms specified in Section 1 are hereby defined:
  - i) Bidder shall have the same definition as Contractor.
  - ii) Comptroller shall be the Chief Financial Officer at Maluhia or his authorized representative.
  - iii) Department shall be Maluhia or its designee.
  - iv) Engineer shall be the person so designated by Maluhia.
  - v) State shall be Maluhia or its designee.
- b. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- c. The last two sentences of the third paragraph of Section 2.1.1.2, in the Interim General Conditions is deleted and is replaced with the following:

" If the notice is faxed, the time of receipt by the CEO's fax machine shall be official. The submittal of intention to bid via fax is acceptable only to this office."

- d. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- e. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for Maluhia to refuse to receive or consider the prospective bidder's proposal."
- f. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Maluhia 1027 Hala Drive Honolulu Hawaii 96817.
- g. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- h. Paragraph 3.8.1 of the Interim General Conditions is amended to read as follows:

"The contract shall be signed and forwarded to Maluhia (Contracts Office), by the successful bidder all within three (3) days of receipt of the contract. The performance and payment bonds shall be received by Maluhia (Contracts Office) within ten (10) calendar days after the bidders is awarded the contract. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto."
- i. In paragraph 3.9.2 of the Interim General Conditions, "ten (10) calendar days after such award or within such further time as the Comptroller may allow" shall be replaced with, "the time allowed in the previous section."
- j. Section 4.1: the words "accepted bid" is deleted from the first sentence.
- k. Section 4.9.3: the words "submission of bids" is replaced with the words "execution of this contract".
- l. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

"In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:"
- m. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- n. Section 5.8.1: "twenty-four (24)" is hereby changed to "three (3)".
- o. Section 5.11 is hereby deleted in its entirety.
- p. Section 5.12.4 is hereby deleted in its entirety.
- q. Section 7.3.7.4, subparagraphs a and b: Replace "If the project falls within the State University System, The University of Hawaii" with "Maluhia".
- r. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

"The Contractor shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work."

- s. Section 7.7.2 is amended to read as follows: “The wage rate schedule is attached to this contract.”
  - t. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
  - u. Section 7.14.4 is hereby added and reads as follows:

“Contractor warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. Maluhia reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”
  - v. Section 7.15 delete “and its Departments and Agencies”.
  - w. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
  - x. Section 7.35.1: the last word “earlier” is changed to “later”.
3. CORPORATE COMPLIANCE PROGRAM. A description of the Corporate Compliance Program of HHSC is posted on the HHSC Internet ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.
4. CONFIDENTIAL INFORMATION. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information, in any form, whether written, verbal, or electronic, are confidential (“Confidential Information”); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
5. CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS. CONTRACTOR warrants that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal

laws and regulations relating to health care. Maluhia reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.

6. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS.

CONTRACTORS are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, please consult with the Campaign Spending Commission, or visit its website, [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign)

**Contact Person**

Ronald Kurasaki phone: 497-9350 e-mail: [rkurasaki@hhsc.org](mailto:rkurasaki@hhsc.org)

**WAGE CERTIFICATE**

**RFQ No. 19-003**

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS.), I hereby certify that if awarded the contract is in excess of \$25,000.00 the services will be performed under the following conditions:

1. The services shall be performed by employees at wages or salaries not less than wages or salaries paid to public officers and employees doing similar work.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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, HRS.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
*Signature of Person Authorized Person*

**Please Print**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Michelle Kato, Contract Manager

FROM: \_\_\_\_\_

SUBJECT: RFQ No. 19-003 Maluhia Air Condition Services

After carefully examining the RFQ No. 19-003, the Bidder proposes to furnish at its own expense all necessary labor and materials to complete the work according to the specifications that will be provided prior to the start of any services/projects.

Position: \_\_\_\_\_

- 7:00 AM TO 4:30 PM HOURLY RATE IS \_\_\_\_\_.
- AFTER HOURS HOURLY RATE IS \_\_\_\_\_.
- RESPONSE TIME FOR TROUBLE CALLS IS \_\_\_\_\_ MINUTES.
- TROUBLE CALL NUMBER DURING REGULAR HOURS IS \_\_\_\_\_.
- TROUBLE CALL NUMBER AFTER HOURS IS \_\_\_\_\_.

Position: \_\_\_\_\_

- 7:00 AM TO 4:30 PM HOURLY RATE IS \_\_\_\_\_.
- AFTER HOURS HOURLY RATE IS \_\_\_\_\_.
- RESPONSE TIME FOR TROUBLE CALLS IS \_\_\_\_\_ MINUTES.
- TROUBLE CALL NUMBER DURING REGULAR HOURS IS \_\_\_\_\_.
- TROUBLE CALL NUMBER AFTER HOURS IS \_\_\_\_\_.

Materials: \_\_\_\_\_ % Discount (if any)

Other information:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Federal TAX ID: \_\_\_\_\_

State Tax ID: \_\_\_\_\_

\_\_\_\_ (Name of Business) is a:  Sole Proprietor  Partnership  Corporation  Joint

State of Incorporation is: (Specify) \_\_\_\_\_

Respectfully Submitted:

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title