

STATE OF HAWAII JUDICIARY, JUVENILE DETENTION FACILITY
HONOLULU, HAWAII 96707

FEBRUARY 2023

**INVITATION FOR BID
J23315**

**FURNISHING AND DELIVERING FROZEN AND CHILLED ITEMS
FOR
KAPOLEI JUVENILE DETENTION FACILITY**

State of Hawaii, Kapolei Juvenile Detention, 287 Kamokila Boulevard, Kapolei, Hawaii 96707.

Questions relating to this solicitation may be directed in writing to Dwight Sakai at phone no. (808) 954-8220; or e-mail at [dwight.s.sakai@courts.hawaii.gov](mailto:dwright.s.sakai@courts.hawaii.gov)

NOTICE TO OFFERORS

I. All offer must be submitted in HlePRO

(Refer to Special Provisions page SP-11)

Offerors shall make offers for all items to qualify for consideration of award. All line items must have the **brand names of the product** being offered, **the per yield amount** that is being offered (the case or package (1lb) amount), the **cost per yield** and the **cost for a year**. Exception to this requirement shall be where the offeror does not have this product in stock and cannot sell the item. Than the offeror must enter in the line item "Not available for sale". Exception also when more than one Offeror makes an Offer for a line but not all of the offers for the line item(s) are valid (e.g. mistake in offer of item(s), item(s) not available, disqualification of item(s) offered,etc.).

The line item(s) included in the calculation of the Total Sum Bid value, will be individually awarded to the lowest qualified Offer per such line item. Acceptance of such individually awarded item(s) is solely at the discretion of the Fiscal Officer. Offer of such individually awarded item(s) may be withdrawn by Offeror prior to final Notice of Award.

II. SUBSTITUTIONS

(Refer to Special Provisions page SP-7 [BRAND NAME])

Brand Names and Yield portions of the Specifications where described are for reference only. In all instances, an offer of a substitution is acceptable and will be regarded as a responsive bid offer subject to approval by the Detention Facility. Packaging information is requested for items

**Frozen and Chilled Items Juvenile Detention Facility
(April 01, 2023–March 31, 2024)**

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the 103D JUD General Conditions July 2022, as revised, by reference made a part hereof and available upon request; 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.

The undersigned represents: **(Check - one only)**

- A **Hawaii business** incorporated or organized under the laws of 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.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

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 (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

Email address: _____

EXACT LEGAL NAME OF COMPANY (OFFEROR)

*If Offeror is a "dba" or a "division" of a corporation, furnish the **Exact Legal Name** of the corporation under which the awarded contract will be executed:

SPECIAL PROVISIONS TERMS AND ACRONYMS USED HEREIN

- 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.
- Par level = A consistent level of on-site inventory in the amount of **one month** of the Estimated Quantity for each line item product Awarded.
- =
- HRS = Hawaii Revised Statutes
- =
- HAR = Hawaii Administrative Rules
- =
- GC = 103D General Conditions Form AG-008 Effective October 17, 2013, by the Department of the Attorney General.
- =
- IFB = Invitation for Bids
- =
- GET = General Excise Tax

=

SCOPE

The furnishing and delivering of frozen and chilled products items for the Kapolei Detention Facility, as specified herein.

All specifications and conditions pertaining to grading, manufacturing, labeling, packing, sanitation, and delivering of the items(s) awarded shall be in accordance with all applicable Federal, State and County statutes and regulations.

NOTE: Offeror shall not offer any products containing saccharin or monosodium glutamate.

Clarifications to terms used in this bid proposal.

- * Low Fat RequirementsProduct has less than 3 grams per serving.
(for mayonnaise, 1 tablespoon is considered a serving)
- * Low Saturated Fat.....Product has less than 1 gram per serving
- * Low SodiumProduct has less than 140 mg per serving
- * Low CholesterolProduct has less than 20 mg per serving
- * Low CalorieProduct has less than 40 calories per serving
- * Reduced CalorieProduct has less than 25% less calories of the regular or normal level. (Use industry standards for regular and normal)

TERM OF CONTRACT

Contract shall be for a period of twelve (12) months, commencing April 1, 2023 and ending March 31, 2024, or the dates stated on the Notice to Proceed. This contract may be extended for one (1) additional twelve-month periods or portions thereof, subject to prior written consent. Only one price adjustment per Item may be allowed per a ninety-day period, provided the adjustment is applied in accordance with the Price Adjustment provisions herein.

DETENTION’S FACILITY’S COMMITMENT

In return for prices submitted, the Detention Facility will purchase within 25 percent (+/-) of their requirements for products listed herein from the lowest responsive, responsible Offeror(s). It is provided, however, when the quality level or any product specification is not suited to the agency's purpose, the Detention Facility staff, in consultation with the Fiscal Officer, may grant an exception to this commitment.

QUANTITIES

Quantities listed herein are estimates for a twelve-month period. No guarantee to purchase the exact amount listed is intended or implied. Estimated quantities specified herein are subject to change prior to award, and the Detention Facility reserves the right to increase or decrease the estimated quantity requirements within a twenty-five percent (25%) range for each item during the twelve-month period. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for Detention Facility use only. Notwithstanding the foregoing, bidder agrees that all items offered shall be delivered in accordance with the delivery requirements specified herein at the quoted case prices.

Detention Facilities shall notify the Contractor of any increase in quantities with as much lead time as possible to allow Contractor to provide the item(s). If the Contractor fails or refuses to supply the ordering Detention Facility with any item, the facility reserves the right to purchase the item(s) from other sources and to charge the Contractor the difference in price.

In the event the requirements do not materialize in the quantities listed, such failure shall not constitute grounds for an equitable adjustment under this contract.

QUALITY OF GOODS

In the event any item(s) furnished by the Contractor fails to conform to the specifications, or if item(s) delivered are received spoiled, stale, damaged, outdated, or in a condition not fit for consumption or usage, the Detention Facility reserves the right to reject such item(s). It shall thereupon become the duty of the Contractor to replace such rejected item(s) immediately without expense to the Judiciary. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the Judiciary, it occurs too often, the Judiciary shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

The Detention Facility will be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final. Failure to replace any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective products.

The Detention Facility may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

RECALL NOTIFICATION

Offeror shall immediately notify the Detention Facility of any defects found in the supplies and shall replace same with approved replacements.

SAMPLE, PRODUCT LABEL AND/OR WRITTEN STATEMENTS REQUIRED

When requested by the Detention Facility, Offeror shall submit sample, product label, product number, and/or written statements verifying that the item(s) offered meets specifications. Samples, product labels, and/or additional literature shall be provided at Offeror's own expense and submitted within five (5) calendar days from the date of the Detention Facility's request. Failure to do so shall be sufficient cause for disqualification of the item offered or rescinding the award of the item. Any samples submitted for testing purposes shall become the property of the Detention Facility and may not be returned to the Offeror.

The Detention Facility shall be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final.

OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The Judiciary will not participate in determinations regarding an Offeror's authority to sell the product(s) specified herein. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve the questions prior to submitting an offer. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest price

bid, the product will be awarded to that Offeror.

OFFEROR QUALIFICATIONS

Location of Wholesale or Retail Business. Offeror shall maintain a wholesale, retail business, and warehouse facility, **based on the island of Oahu** the Offeror is submitting prices for, at the time of bidding and during the initial and (if applicable) extended contract period, with warehouse and inventory operations for storing and delivering the items awarded. Award shall not be made to any Offeror not meeting this qualification requirement.

Inventory, Storage, Delivery, and Will-Call. At minimum, stocking of the awarded products with a minimum of a **ONE (1) MONTH "Par" level inventory** available to provide product for the Detention Facility in case of emergencies, shall be maintained. Deliveries shall be made a minimum of one (1) time per week, not to exceed three (3) times per week. The three (3) times per week schedule will be only for special circumstances should there be either construction or other event necessitating multiple deliveries. A "Will Call" policy providing same day pick-up must be available for a minimum total of three (3) hours daily, Monday through Friday.

Award will not be made to any Offeror not meeting these Offeror Qualification requirements.

RESPONSIBILITY OF OFFERORS

Offerors are required to submit the items below with their offer. Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR.

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (Herein after referred to as a "compliant non-Hawaii business").

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

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.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET. Offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% for the island of Oahu, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

BID PREPARATION

However, Offeror must bid on all items to qualify for consideration of award. Offeror must complete all information requested for each item to qualify for award. Failure to do so or the inclusion of remarks such as "as specified" or a blank space may result in rejection of offer for the particular group(s).

Product Package Labelling. All product packaging must be clearly labeled identifying the contents, the packaging size/weight, the manufacturing source, the packing date, and the country of origin. If the packing date is part of a code, Contractor shall be able to provide the Detention Facility with information on how to read the code. Contractor shall not repackage any product from the manufacturer's original packaging, whether it is individually wrapped or boxed in cases, without the approval of the Detention Facility.

Packaging and Packing. Offeror shall list packaging size or packing offered for each item offered as requested. If requested, Offeror shall submit samples for approval.

Brand Name. Offeror shall indicate the exact brand name and product number (as applicable) of each item offered. Failure to do so or the inclusion of remarks such as "as specified" may result in rejection of offer for the particular item(s).

Brand Names and Yield portions of the Specifications where described are for reference only. In all instances, an offer of a substitution is acceptable and will be regarded as a responsive bid offer subject to approval by the Detention Facility or cooking staff. Packaging information is requested for items only in instances where the packaging of the item offered, differs from Specifications.

Bid Quotation. Case prices shall be based on "delivery to destination and stacking of items in storage areas as requested by using agencies" and include the following pricing inclusions and conditions:

1. Case prices shall be firm for the term of the contract, including mutually agreed upon extension period(s), except for increases allowed under the PRICE ADJUSTMENT provision herein;

2. Include all applicable taxes, except the GET, currently 4.5%. The GET may be added to the invoice as a separate line item;
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified; and;
4. Submit prices in terms of the unit (i.e., case) shown.

Offeror is advised that case prices are all-inclusive, with the exception of the GET; and that no other charges will be honored, except as specified herein.

Purchasing Card (pCard). Bidder is informed that the Detention Facility shall use the Judiciary's petty cash for all orders totaling less than \$250. Vendor **MUST** be able to accept Purchase Orders from the Judiciary for purchases of over \$250.

Bid Price. The omission of any requested price per item, will be regarded as a non-responsive bid offer for that item. The prices in the Case Prices column shall be rounded to the nearest cent (no more than two decimal places), and shall be based on delivery to destination and stacking of items in storage area(s) as requested by Detention Facility, and shall include all costs except the Hawaii GET, currently 4.5%. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate.

All prices shall remain firm for the twelve-month period specified herein, subject to the Price Adjustment section herein, Special Provisions pages SP-15 and SP-16.

OFFER SUBMITTAL

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO), and** attach scanned Section 4 "OFFER FORM" and other required documents as specified in this solicitation, **all no later than at the time and due date indicated on HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>).** **The Offeror must attach the list of product and prices in HiePRO as an attachment in a Word /Excel Spreadsheet for list of item being offered.**

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

Offeror submittal in HlePRO:

1. The file must be compatible with Microsoft Word /Excel 2013 or newer version for Windows.
2. Scan copy completed OFFER FORM page OF-1 with original signature
3. A scan copy print-out of the completed OFFER FORM pages from the Microsoft Word/Excel file,

Offeror is cautioned that illegible Offers of any item may be automatically rejected to avoid any errors in interpretation during the offer evaluation process. Offerors may not be given an opportunity to clarify questionable prices. Packaging descriptions such as "approximately" or "average" are not acceptable and will be regarded as a non-responsive bid offer.

Any offer failing to meet the bid closing deadline shall not be considered for award.

FORMAT

BE SURE THAT THE COMPLETED WORD /EXCEL FILE IS READABLE AND FUNCTIONAL AS A MICROSOFT WORD/ EXCEL, VERSION 2013, DOCUMENT IN A "WINDOWS" FORMAT. Microsoft Word/ Excel file of the Offer shall govern. Use of Microsoft Word/ Excel Version 2013 in Windows, is recommended, to work with and save the Offer to be submitted. Offers using a different version of Microsoft Word/ Excel must "save as" a version compatible with Version 2013. Offerors using "Apple/Macintosh", and/or alternative programs such as "OpenOffice" to work on their submittal are solely responsible for the readability and function of the attached file submittal. Inability to access, read, or work with, the e-mailed file may be sufficient cause for rejection of Offeror's entire submittal.

CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

OFFER EVALUATION

Award shall be the amount of the price offered, exclusive of any preference.

The Detention Facility Cook determines the acceptability of packaging for the Detention Facilities.

METHOD OF AWARD

Award will be to the responsive and responsible Offeror(s) submitting the lowest qualified and acceptable Total Sum Bid. Total Sum Bid shall be calculated by multiplying each item's estimated quantity by its price per case/ pound/ bag / quantity; then multiplying for the yearly cost. The Total Sum Bid will then be divided by the total number of items submitted. The vendor with the lowest Total Sum Bids and the best value will be awarded the contract. Each yearly cost subtotal will be rounded to the nearest cent (two (2) decimal places).

Offeror need not bid on all items, to qualify for award. However, Offeror must complete all information

requested for each item to qualify for award. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of Offers.

The line item(s) excluded from the calculation of the Total Sum Bid value, will be individually awarded to the lowest qualified Offer per such line item. Acceptance of such individually awarded item(s) is solely at the discretion of the Fiscal Officer. Offer of such individually awarded item(s) may be withdrawn by Offeror prior to final Notice of Award.

Where no Offer exists for a line item, or there is no qualified and acceptable Offer for a line item, such line item shall be deleted. Item with no offers, will be purchase with petty cash if under \$250 or can be purchase from an outside vendor.

REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder. To be eligible for award, all prospective proposers must submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for as soon as possible and must be submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310, Certificate in Good Standing for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Alternatively, for offerors who elect not to register on the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies.

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) and 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 the Contract and Purchasing Office.

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the Detention Facility. However, the tax clearance certificate shall be submitted to the Contract and Purchasing Office.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (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 (DUR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Contract and Purchasing Office. A photocopy of the certificate is acceptable to the Contract and Purchasing Office.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, 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 the Contract and Procurement Office. A photocopy of the certificate is acceptable to the Contract and Procurement Office.

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

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Contract and Procurement Office 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.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over two-months old) and an original "CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT" (SPO Form-22), copy attached, for final payment.

TIE OFFERS

A tie in a line item or an evaluated Total Bid Sum, resulting from offers received from responsive Offerors shall be resolved by the Offeror who submitted the responsible, responsive, best value and met all the qualification.

PRODUCT LIABILITY AND AUTOMOBILE INSURANCE

The Contractor shall maintain insurance acceptable to the Judiciary in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverage:

Coverage	Limits
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000.00 aggregate
2. Comprehensive Automobile Liability BI = Bodily Injury PD = Property Damage	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident
<p>**Note Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles</p>	
3. Worker's Compensation and Employer's Liability (EL)	EL: \$100,000 per accident \$100,000 per disease/ each employee \$500,000 disease policy limit

Each insurance policy required by this contract shall contain the following clauses:

The Contractor will immediately provide written notice to the Contract and Purchasing Office should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the Contracts and Purchasing Office, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the Judiciary 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 Judiciary during the entire term of this contract. Upon request by the Judiciary, Contractor shall furnish 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 Judiciary to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of 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.

If the Contractor is authorized by the Contract and Purchasing Office to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the Judiciary, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

CONTRACT EXECUTION

Successful Offeror(s) will receive a Notice of Award in HlePRO, which the respective successful Offeror has been awarded, to be followed by formal contract for execution by awardee. This method of award does not waive compliance with the Specifications, and GC of the bid.

No work is to be undertaken by the Contractor prior to the contract commencement date or a Notice to Proceed. The Judiciary will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date. Contractor is

solely responsible to be prepared and able to provide products and services specified herein on the official Commencement Date established in the Notice to Proceed.

PRICE ADJUSTMENT

The following price adjustments may be requested in accordance with the conditions herein: (1) increases/decreases in food commodity prices due to increases from the Contractor's supplier/manufacturer; and (2) increases/decreases in shipping costs as a result of the fluctuation in fuel costs.

Contractor shall submit written request for approval by the Fiscal Officer.

No request for adjustment will be approved until ninety (90) calendar days after the start of the contract and not less than ninety (90) calendar days from the date of a previous request. Contractor shall allow approximately ten (10) working days for the Fiscal Officer to process price adjustment request.

Requests shall be accompanied with written documentation of invoicing from the manufacturer or supplier to indicate the cost of the item(s) both at the time of offer submittal and at the time of serving notice of request for price adjustment. If a price adjustment request for an item is preceded by an approved adjustment for the same item, only documentation of the current cost is required. Equivalent documentation shall be provided to substantiate differences in shipping costs attributable to fuel costs.

The dollar amount difference, substantiated by valid formal documentation, will be the allowable amount of the increase, provided that the dollar increase does not exceed 20% of the current price. The total allowable adjustment for any item cannot exceed 20 percent of the Unit Bid Price per approved price adjustment request.

No allowances or adjustments will be given to the Contractor for increase in labor, overhead, additional profit, or operating expenses.

All adjustments are subject to approval by the Fiscal Officer and will become effective on the date specified by the Fiscal Officer.

INVOICING

An original plus one (1) copy to:

Family Court of the First Circuit
Fiscal Office
4675 Kapolei Parkway
Kapolei, HI 96707;

Contractor shall reference the purchase order number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the

calculated price extension total on the invoice.

PAYMENT

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

Final Payment Requirements: Contractors registered on the Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Contractors not participating on the HCE, are required to submit a tax clearance certificate (not over two months old) and an original "Certification of Compliance for Final Payment" (SPO Form- 22), attached, for final payment

FAILURE TO DELIVER

Contractor shall be obliged to deliver items awarded in this contract in accordance with the terms and conditions stated herein. When an item is not available, it shall be the Contractor's responsibility to obtain prior approval from the Detention Facility to deliver an equal or better substitute at the contract price quoted.

If the Contractor fails to deliver awarded bid items within the time specified because of conditions beyond his control, the Detention Facility reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the Detention Facility's obligation to the Contractor. The Judiciary will not assess the Contractor the difference between the price named in the contract and the actual cost charged to the Judiciary, provided the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the Contractor shall be liable for any excess costs for such similar goods if he is unable to substantiate to the satisfaction of the Judiciary or if in the opinion of the Judiciary, the failure to deliver goods was due to the negligence of the Contractor.

In the event Contractor consistently needs to substitute or refuses to substitute products, the Judiciary reserves the right to terminate the contract and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

VENDOR AND PRODUCT EVALUATION

Product Evaluation. Upon the Contracts and Purchasing Office receiving a product quality complaint from Detention Facility, a copy will be sent to the Contractor. The Contractor shall follow-up with the

manufacturer, if necessary, and respond to the Contracts and Purchasing Office as to what remedies have or will be taken to correct the problem. If the product quality is not improved and the complaint(s) persist, steps will be taken to delete the Contractor's product from the Price Schedule.

Vendor Evaluation. In the event of a complaint regarding a Contractor's service (i.e., delivery delays, numerous backorders, failure to correct defective product deliveries etc.), Contractor shall be sent a copy of the complaint. Within one (1) week of Contractor's receipt of the complaint, Contractor shall meet with or contact the Detention Facility to resolve the problem, then shall notify the Contracts and Purchasing Office in writing of the measures taken to resolve the complaint.

Should the Contractor consistently receive complaints for poor service or fails to resolve the complaint(s), the Contract and Purchasing Office reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of any product and vendor evaluation complaint shall be at the Contractor's expense.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

	Pack	Weight	Qty	Brand Offered	COST Per UNIT (lbs/case)	CASE PRICE	COST PER YEAR
BEEF							
Bf Top sirloin 15 up	5/15 AV	78 lb	7 cs				
Bf Patties FREM AU JUS 4/1	40/4 oz	10 lb	14 cs				
Bf Steak Breaded Fritter	40/4 oz	10 lb	14 cs				
Bf grnd 80/20 1/8" 4/5# chl	4/5 lb av	20 lb	50 cs				
Bf bnls stew iqf 1" c/u 10 #	1/10 lb av	10 lb	50 cs				
Bf corned brisket raw whl 40# av	3-4/10-15 lb	40 lb	12 cs				
Bf knuckles 1/16" slice 20 #	1/20	20 lb	30 cs				
POULTRY							
Chix Thighs BNLS	4/10 lb av	40 lb	55 cs				
Chix Katsu IQF	1/20 lb	20 lb	12 cs				
Trky ground 85/15	2/10 lb	20 lb	10 cs				
PK butts bnls 4/2 pc vp	4/2pc	60 lb	36 cs				
PK loin bnls cutlet btrd & brd	16/6 oz	6 lb	14 cs				
PK loin bnl cc s/on log 36# av	4/9 lb av	36 lb	8 cs				
Ham menumaster	2/10 lb av	20 lb	14 cs				
Trky rst wht/dk raw 2 pc			4 cs				
Franks turkey 8/1	1/10 lb	10 lb	50 cs				
Bologna stick bronze	1/10 lb	10 lb	16 cs				
Luncheon meat spiced 2/10 lb	2/10 lb	20 lb	16 cs				
Pastrami slc brd rdy .5 oz	6/2 lb	12 lb	48 cs				
Ssge cocktail lil beef smokies gf	6/3 lb	18 lb	48 cs				
Ssge pk link sknls ckd .8 oz	1/10 lb	10 lb	60 cs				
Ssge portuguese round slc 1.75" 28x1	2/5 lb	10 lb	60 cs				
Ssge pk patty fc 2 oz	1/80 ct	10 lb	60 cs				
VEGETABLES							
Veg bean green 1.9" cut 12/2#	12/2 lb	25,25 lb	16 cs				
Veg carrot crinkle cut 12/2#	12/2 lb	26 lb	26 cs				
Veg corn cut simply sweet 12/2.5#	12/2.5	31.25 lb	26 cs				
Veg edamame succotash blend 6/2.5#	6/2.5 lb	16 lb	26 cs				
Veg mixed 5 way 12/2.5#	12/2.5 lb	31.25 lb	26 cs				
Veg pea green 12/2.5#	12/2.5 lb	31.25 lb	26 cs				

Veg peas & carrot 12/2.5#	12/2.5 lb	31.25 lb	26 cs				
Veg spinach chopped wet pack 12/3#	12/3 lb	39.5 lb	5 cs				
Potato hash brown patty	6/5 lb	32 lb	30 cs				
Potato tater gems	6/5 lb	32 lb	30 cs				
OTHER							
Base beef signature no msg gf	6/1 lb	6 lb	8 cs				
Curry gldn med/hot 10 pk	10/7.8 oz	5.25 lb	12 cs				
Base chix signature no msg gf	6/1 lb	6 lb	8 cs				
Tortilla 6" flour	18/1 dzn	13 lb	8 cs				
					TOTAL SUM BID		

****TOTAL SUM BID SHALL BE ENTERED INTO HIEPRO****