



STATE OF HAWAII
DEPARTMENT OF HEALTH
KA 'OIHANA OLAKINO
ADULT MENTAL HEALTH DIVISION
HAWAII STATE HOSPITAL
45-710 KEA'AHALA ROAD
KANEHOE, HI 96744

March 6, 2023

INVITATION FOR BIDS
No. IFB-HSH-23-02

SEALED OFFERS

FOR

FURNISHING AND DELIVERING
FRESH PRODUCE

FOR

HAWAII STATE HOSPITAL

Will be received through the State of Hawaii eProcurement System (HIePRO)
until 2:30 p.m. Hawaii Standard Time (HST) on March 20, 2023

Offerors interested in responding to this electronic solicitation must be registered on the
HIePRO in order to participate in this procurement.

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SECTION 1 – SPECIFICATIONS

1.1. Scope of Work

The State of Hawaii, Department of Health, Adult Mental Health Division, Hawaii State Hospital, (herein after referred to as “STATE”) issues Invitation for Bids (“IFB”) seeking vendor(s) to furnish and deliver fresh produce, vegetables, fruits, prepared salad type products and whole eggs for patients meal preparation at the Hawaii State Hospital pursuant to HRS chapter 103D and in accordance with the terms and conditions set forth in this IFB, and General Conditions, Exhibit, and Attachments are attached herein and made a part of this IFB. Vendors shall have proper safe food handling certificates issued by a third party audit or state agency. Vendor should have temperature-controlled loading and staging docks.

Hawaii products (HP) preference is applicable to this solicitation pursuant to ACT 175, SLH 2009 (See Exhibit A, HP Preference). Vendors offering a HP shall identify the HP on the solicitation offer page or Attachment B, Products and Specifications.

1.2. Delivery

Awarded vendor(s) are required to have all items listed in stock and available for delivery a minimum of 3 times per week. All products are specified on Attachment B, Products and Specifications, with equivalent or "equal" specifications. Should the awarded vendor run out or be out-of-stock on an item, it is the responsibility of the vendor to substitute an item of equal or higher quality at the quoted price.

A delivery "Window" between 5:00 AM to 8:00 AM is a requirement for this contract. Failure to deliver in the specified "Window" will most certainly be cause for cancellation of the awarded contract.

1.3. Failure to Deliver

Contractor shall be obliged to deliver products awarded in this contract in accordance with the terms and conditions stated herein. When an item is not delivered within twenty-four (24) hours after an order is placed, the HSH reserves the right to purchase in the open market, a corresponding quantity of such item. If the Contractor fails to deliver the awarded bid item(s) within the time specified because of conditions beyond his control, the hospital will not assess the Contractor the difference between the price named in the contract and the actual cost charged to the hospital. The Contractor shall substantiate the cause of non-delivery of the item(s) in writing along with supporting documentation. However, the Contractor shall be liable for any excess costs for such goods if he is unable to substantiate the reason for failure to the satisfaction of the hospital or if in the opinion of the hospital, the failure to deliver goods was due to the negligence of the Contractor.

In the event the Contractor consistently is unable to provide the awarded bid items(s), the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

1.4. Product Specifications

Name of Company: _____

Period: April 01, 2023 to March 31, 2024

Hawaii Product (HP) or Hawaii Agricultural Product (HAP) Preference

Item Description	UOM	Est. Quantity per Quarter	Est. Quantity per Year	Price	PLU/PMA Item Num	Hawaii Product (HP) or Hawaii Agricultural Product (HAP) Preference		Extention
						HP	HAP	
Banana,apple Ripe, 90-110 count	Case	65	260					\$ -
Bean Sprouts 5lb	Bag	20	80					\$ -
Butternut Squash	pieces	8	32					\$ -
Broccoli Flowerettes 5# bag	Lbs	95	380					\$ -
Cabbage Head 50# bag	Bag	8	32					\$ -
Cabbage Shredded 5# bag	Lbs	305	1220					\$ -
Cabbage, Red	Lbs	45	180					\$ -
Cantaloupe 18ct	Case	15	60					\$ -
Carrot Sticks, 5# Bag	Lbs	125	500					\$ -
Carrots, Jumbo, 50 lb bag	Bags	17	68					\$ -
Cauliflower	pieces	12	48					\$ -
Celery Sticks, 5# Bag	Lbs	105	420					\$ -
Celery, 55lb case	Case	20	80					\$ -
Cello Spinach 5lb bag	Bag	30	120					\$ -
Chop Suey Mix, 5lb Bag	Bag	15	60					\$ -
Cucumber, Domestic	Case	25	100					\$ -
Daikon, Long (Tops Off)	Lbs	205	820					\$ -
Eggs, Large USDA A 30dz case	case	9	36					\$ -
Eggplant, round	lbs	20	80					\$ -
Garlic cleaned 5 pound bag/jar	bag	25	100					\$ -
Ginger	Lbs	55	220					\$ -
Grapes, Red Seedless, Packed: 18-23# flat	Case	25	100					\$ -
Honeydew, 12 ct	Case	15	60					\$ -
Kobocha Squash	pieces	8	32					\$ -
Lettuce, Butter/Manoa	Case	25	100					\$ -
Lettuce, Iceburg (Head Lettuce) 24hd	Case	20	80					\$ -
Lettuce, Romaine	Case	30	120					\$ -
Lettuce,Shredded 5#	Lbs	250	1000					\$ -
Onions, Green	Lbs	45	180					\$ -
Onions, Round, Jumbo 50lb bag.	Sack	45	180					\$ -
Onions, Yellow Jumbo 50lb Bag	Bag	5	20					\$ -
Orange, Valencia, 72 ct	Case	55	220					\$ -
Papaya	Case	50	200					\$ -
Peppers Green	Case	12	48					\$ -
Peppers yellow	lb	25	100					\$ -
Peppers, Red	lb	25	100					\$ -
Potato, Russet (100)	Case	45	180					\$ -
Potato, Okinawan	lbs	20	80					\$ -
Red Radish (Tops Off)	Lbs	12	48					\$ -

Shredded carrots 5#bag	bg	10	40					\$	-
Tomatoes Extra Large, 5x6	Case	50	200					\$	-
Tomatoes, Cherry	Case	5	20					\$	-
Watercress Bunch	Lbs	80	320					\$	-
Watermelon- Seedless Only	Lbs	20	80					\$	-
Zuchini Squash,	Lbs	50	200					\$	-
Banana, Ripe, 90-110 count	Case	65	260					\$	-
Won Bok Kim Chee, 1 Gal.	Gal	40	160					\$	-
Lomi Salmon	Lbs	225	900					\$	-
Tofu, Firm	Each	250	1000					\$	-
Chow Mein Noodle	Lbs	505	2020					\$	-
Tofu, Firm 1#	Lbs	230	920					\$	-
Poi, 50# bulk	lbs	205	820					\$	-

								Total	\$	-
								Taxes		
								Fees		
								Lot Total (Bid Price)	\$	-

SECTION 2 – BID SUBMITTAL AND CONTENT

2.1 Responsibility of Offerors

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

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

2.2 Written Inquiries

All inquiries shall be made using the HIePRO Question and Answer Section. Only those inquiries received by the deadline shall be responded to. The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum. Responses to inquiries shall be made by way of HIePRO, Question and Answer section.

2.3 Offeror's Authority to Sell

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder shall resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest bid, the contract will be awarded to that bidder.

If after award, it is revealed that the Contractor is not an authorized dealer or cannot, for any reason, obtain the product under the contract, then the Contractor will be obliged to deliver as detailed under the clause FAILURE TO DELIVER.

2.4 Offeror Qualifications

Offeror must at the time of bid submittal have the capability of supplying and delivering the items bid to the HSH. At the time of bidding and during the contract period, each offeror must maintain an Oahu-based wholesale, brokerage or retail business office with warehouse and inventory capabilities of supplying and delivering the items awarded on a timely basis. If the offeror does not have a facility on Oahu, arrangements shall be made with a company on the island to provide the State with the above services and offeror shall furnish the name and address of this facility. The State reserves the right to inspect the facility or place of business and inventory to determine acceptability under this requirement. Failure on the part of the offeror to meet this requirement shall result in rejection of bid.

2.5 Offer Preparation

Offer Form, Page OF-2. Offeror is requested to submit its offer using the offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate its exact legal name in the appropriate space on Offer Form, page OF-2. Failure to do so may delay proper execution of the contract.

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. 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 §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid to be submitted. Offeror shall submit bid electronically via HIEPRO by due date. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation during the bid evaluation process. Offeror's shall not be given an opportunity to clarify questionable prices.

Bid Price. Offeror shall furnish prices FOB destination and shall include all expenses related to delivery and stacking of items in storage area as requested by the agency. All unit bid prices submitted shall be in the "unit" specified in the "Unit Bid Price" column and shall be inclusive of all costs and applicable taxes and if any, all incidental costs.

Brand. Brand names specified herein set a standard of quality for products desired, but is not intended to restrict bidders to the brand named. Other brands may be offered provided they are equal to or exceed the quality of the brands specified. Bidders who offer a brand as an "or equal" must, upon request by the Procurement Officer, furnish the State with manufacturer's specification literature and/or samples of the bid item within three (3) working days after request is made. Failure to comply shall be cause for automatic rejection of bid. The State of Hawaii reserves the right to be the sole judge of the acceptability of the product offered and its decision shall be final.

2.6 Quantities

Quantities listed in Attachment B, Products and Specifications, is for bidding as specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only.

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

2.7 Submittal

Offeror must complete and submit all forms and documents requested. Failure to do so or the inclusion of remarks such “as specified” or a blank space will result in rejection of offer for the particular group(s).

Offeror’s shall complete and submit all requested documents electronically via HIEPRO by the due date. Offeror’s shall complete and submit all requested documents electronically via HIEPRO by the due date. The following documents must be completed and submitted:

1. Attachment A - Offer Form OF-1
2. Attachment B – Products and Specifications
3. Attachment C - Offeror’s Qualification Form
4. Attachment D - Wage Certificate
5. Attachment E - Form W-9

2.8 Sample, Product Label and/or Written Statements

When requested by the State, offeror shall submit sample, product label, and/or written statements verifying that the item offered for each bid item in question 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 State’s request. Failure to do so shall be sufficient cause for the rejection of the offer.

Any samples submitted for testing purpose will become the property of the State and may not be returned to the offeror.

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

2.9 State’s Commitment

HSH will purchase the items in accordance with the prices submitted by the successful low bidder; provided however, when quantity, quality level, availability or product design is not suited to the agency’s purpose, the Contract Administrator in consultation with the Procurement Officer may contact the offeror who submitted the second most advantageous bid, etc. until the request is filled. The subsequent Provider(s) shall provide HSH with an immediate answer as to whether or not they can fill the request. If none of the Providers can fill the request, HSH reserves the right to obtain the required services from other available sources in the open market.

Any items not purchased during the period will not be the responsibility of HSH as these are estimated quantities based on fluctuations in patient counts and prescribed Medical diets during the contract period.

SECTION 3 – CONTRACT AWARD AND TERMS

3.1. Method of Award

Award(s), if made, shall be to the responsive, responsible offeror(s) submitting the lowest Estimated Total Sum Bid. All Unit Bid Prices and Estimated Total Bid Prices will be rounded to the nearest cents (two (2) decimal places).

Offeror must complete all information requested. Failure to do so or the inclusion of remarks such as “as specified” or a blank space will result in rejection of offer for the particular group(s).

HSH reserves the right to cancel this procurement or award in whole or in part without liability, at any time and for convenience by providing eight (8) weeks prior written notice to the Contractor.

3.2. Single or Multiple Contracts

HAR §3-143-206, Criteria for multiple awards: Based on past experience, a single Provider may be unable to provide a 100% fill rate for products required under this IFB to meet the needs of HSH, therefore, this IFB may result in more than one award and contract in accordance with the method of award above.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and if required by statute, regulation, rule, order or other directive, to all further approvals, including the approval of the Governor.

3.3. Responsibility of Lowest Responsive Bidder

Reference §103D-310(c), HRS. If compliance documents have not been submitted to the Procurement Officer prior to award, the lowest responsive Offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

In order to comply with Section 6, Act 52, HSL 2003, which amended section 103D-310, HRS, the CONTRACTOR shall provide as proof of compliance with the requirements of section 103D-310 (c), HRS, the following documents:

- a. A tax clearance certificate from the State Department of Taxation and the Internal Revenue Service, subject to section 103D-328, HRS, current within sixty (60) days of the issuance date;
- b. A certificate of compliance for chapters 383, 386, 392, and 393, HRS, from the State Department of Labor and Industrial Relations, current within six (6) months from the issuance date; and
- c. A certificate of good standing from the Business Registration Division of the State Department of Commerce and Consumer Affairs, current within six (6) months from the issuance date.

- d. Section 103D-310(c) of the HRS was amended by Act 190, HSL 2011, by adding language that requires procurement personnel to utilize the Hawaii Compliance Express (“HCE”) to obtain proof of compliance prior to award, “...and for contracts and procurements of \$2,500.00 (TWO THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) or more awarded pursuant to section 103D-305.”

HRS Chapter 237 tax clearance requirement for award:

The Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) no longer issue paper tax clearances for contract purposes. See the instructions under Hawaii Compliance Express.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award:

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

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

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the HSH.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

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. A photocopy of the certificate is acceptable.

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.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone,

call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offeror's are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express.

Alternately, instead of separately applying for these certificates, at the various state/federal agencies, vendors 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. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 or the latest fee to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

3.4. Timely Submission of Certificates

The above certificates should be applied for and submitted to the HSH as soon as possible. If a valid certificate is not submitted on a timely basis as determined by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

3.5. Tie Bids

Should the low bids from responsive, responsible Bidders be identical in price, award, if any, will be made to the Bidder who received the previous award. The same bidder will continue to receive the award for the same item for succeeding contracts so long as all low bids are identical. When this method or any other permissible method is not feasible, award will be determined by drawing lots.

3.6. Contract Execution and Notice to Proceed

The successful Offeror shall be required to execute the State's Contract for Goods or Services Based upon Competitive Sealed Bids. This IFB and the successful bid will be part of the contract.

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

If the option to extend for each additional twelve-month period or portions thereof, is mutually agreed upon, the Contractor shall be required to execute a supplement to the

contract. The Contractor or the State may terminate the extended contract upon sixty (60) days written notice.

3.7. Term of Contract

The term of contract shall be for the twelve (12) month period commencing on April 1, 2023 through March 31, 2024.

Unless terminated as provided for in the State's General Conditions of the Contract, and at the State's sole option, the contract may be extended without the necessity of rebidding for not more than four (4) additional twelve (12) month periods, or portions thereof, without rebidding, upon mutual agreement in writing prior to contract expiration provided the contract price for the extended period shall remain the same, are lower than the initial contract prices or increased if allowed in the contract and as provide for herein.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

3.8. Price Adjustment

In the event that changes in food commodity prices are passed on to the Contractor by his supplier, the Contractor may request an adjustment to contract prices in order that contract prices will more fairly reflect the increased cost(s) of the commodity(ies). In instances of "natural" or "man-made" circumstances which cannot be controlled, "Emergency" price adjustments may be made for products affected by such acts.

- a. Contractor shall submit written request for approval of the Procurement Officer, with a copy of the request to the Contract Administrator.
- b. No request for adjustment will be approved until 60 calendar days after the start of the contract and not less than 60 calendar days from the date of a previous request. Contractor shall allow approximately ten (10) working days for the State to proceed on price adjustment request.
- c. When submitting price adjustment request, the Contractor shall provide written documentation from the manufacturer or supplier to indicate the amount of increase for the item(s).
- d. No allowances or adjustments will be given to the Contractor for increase in labor or operating expenses.
- e. All adjustments are subject to approval by the Procurement Officer and will become effective on the date of approval from the Procurement Officer through a contract modification.

3.9. Ordering

The HSH will place orders with the Contractor(s) as supplies are needed during the contract period. The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

3.10. Product Substitutions

The Contractor may, with the approval of Contract Administrator and at no increase in contract price, substitute products due to changes made by its supplier. The substitution shall be effective upon mutual agreement in writing. There will be no substitutions unless agreed to by the Contract Administrator.

3.11. Invoicing

Contractor shall submit original invoice to the following address:

Hawaii State Hospital
Attn: Dietary Department
45-710 Keaahala Rd.
Kaneohe, HI 96744

All invoice(s) shall reference the assigned contract number. The invoice shall indicate the unit price, the quantity delivered, and the calculated price extension. Applicable Hawaii GET shall be shown separately and added to the calculated price extension total on the invoice. Payment shall be made upon certification by the State that the Contractor has satisfactorily delivered the items detailed in the invoice.

Contractor is required to submit a Certificate of Vendor Compliance (“CVC”) utilizing HCE with the final invoice for final payment on this Contract. The CVC obtained for final payment is valid for two (2) months.

In addition to the CVC, an original “Certification of Compliance for Final Payment” (SPO Form-22), will be required for final payment. A copy of the form is available at www.spo.hawaii.gov. Select “Forms for Vendors/Contractors” under the “Quick Links” section of the home page.

3.12. Payment

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

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. A “CVC”, not over two months old, shall accompany the invoice for final payment on the contract.

SECTION 4 – SPECIAL CONDITIONS

4.1. Term and Acronyms

HSH	:	Hawaii State Hospital
Procurement Officer	:	The contracting officer for Hawaii State Hospital
Bidder or Offeror	:	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	:	Hawaii Revised Statutes
HAR	:	Hawaii Administrative Rules
GC	:	General Conditions (AG-008 Rev.10/15/13)
IFB	:	Invitation for Bids
GET	:	General Excise Tax
SPO	:	State Procurement Office of the State of Hawaii
HST	:	Hawaii Standard Time

4.2. Authority

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

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

4.3. Procurement Officer and Contract Administrator

HSH Business Office is the point of contact and the Contracting Office overseeing the procurements and contracts including system operations, fiscal agent operations, and monitoring and assessing provider performance.

Utey Uch, Business Manager
Hawaii State Hospital
Business Office
45-710 Keaahala Road
Kaneohe, Hawaii 96744
Email: utey.uch@doh.hawaii.gov

4.4. Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

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

The Contractor shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

- a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For both the general liability and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The Contractor shall maintain in effect this liability insurance until the State has certified that the Contractor's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the Contractor shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached hereto as an Exhibit and be made a part of the Contract.

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

- (1) The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.
- (2) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The certificate of insurance shall indicate these provisions are included in the policy.

The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the State an updated certificate of insurance.

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

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

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

4.5. Protest

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto or upon the posting of the award of the contract as described herein; provided that a protest based upon the content of the IFB shall be submitted in writing prior to the date set for receipt of offers.

The notice of award, if any, resulting from this IFB shall be posted on the Procurement Reporting System, which is available on the SPO website:

<http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Utey Uch, Hawaii State Hospital, Business Office, 45-710 Kealahala Road, Kaneohe, Hawaii 96744.

4.6. Campaign Contributions by State and County Contractors

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

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

SECTION 5 – EXHIBIT AND ATTACHMENTS

EXHIBIT A – Hawaii Product Preference

Attachment A - Offer Form OF-1

Attachment B – Products and Specifications

Attachment C - Offeror's Qualification Form

Attachment D - Wage Certificate

Attachment E - Form W-9