



# DEPARTMENT OF HEALTH EARLY INTERVENTION SECTION

RELEASE DATE: MARCH 17, 2023

## INVITATION FOR BIDS NO. IFB-23-004-EIS

## SEALED BIDS FOR EARLY INTERVENTION FAMILY OUTCOME SURVEY

WILL BE RECEIVED UP TO 4:30 P.M. HST ON MARCH 31, 2023

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO IAN THOLEN AT (808) 594-0013 OR E-MAIL AT [ian.tholen@doh.hawaii.gov](mailto:ian.tholen@doh.hawaii.gov).

William "Lane" Aakhus  
Procurement Officer

IFB-23-004-EIS

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**SECTION ONE:  
SPECIFICATIONS & SCOPE OF WORK**

**1.1 SCOPE OF WORK**

- 1.1.1** The Hawaii Department of Health (DOH), Early Intervention Section (EIS) serves children birth (0) to three (3) years of age with special needs and their families. EIS must provide families with an Early Intervention (EI) Family Outcome Survey in two formats: online version accessed by a link or paper version. All families receiving EI services are asked to complete the Family Outcomes Survey between April 1 – May 30 of each year. Families who exit from EI services Between July 1 – March 31 of each year are asked to complete the Family Outcomes Survey.
- 1.1.2** Create an online version of the Family Outcomes Survey in all eleven (11) languages, using the Word version of the EI Family Outcomes Survey provided by EIS (Refer to Attachment A).
- 1.1.3** Create a landing page that allows the Families to select the language of their choice to complete the online version of the EI Family Outcomes Survey. EIS shall provide a sample landing page to CONTRACTOR (Refer to Attachment B).
- 1.1.4** Provide EIS with the link to access the online version of the EI Family Outcomes Survey. The link will be distributed to Families upon exit from EI services. The online version of the EI Family Outcomes Survey shall remain open for responses throughout the contract period.
- 1.1.5** Provide EIS with a unique passcode for each of the 18 EI Programs. The unique passcode is used as an identifier since the EI Family Outcomes Surveys are completed confidentially, with the only identifier being the EI Program that provides services to the family.
- 1.1.6** Provide EIS with Business Reply Envelopes with CONTRACTOR's mailing address as requested by EIS throughout the contract period. The Business Reply Envelopes will be used to send the CONTRACTOR the completed paper version of the EI Family Outcomes Surveys.
- 1.1.7** Complete the "Family Outcomes Survey Results" excel spreadsheet in the format provided by EIS (Refer to Attachment C). CONTRACTOR shall include all survey responses from the online version and paper version received throughout the contract period. Survey responses will be coming

in regularly either online or by mail (paper version) and shall be inputted into the “Family Outcomes Survey Results” excel spreadsheet immediately within two (2) business days upon receipt of the completed survey.

**1.1.8** Provide EIS the link to access live survey results throughout the contract period to monitor return rates. This will allow EIS to access and analyze responses as needed.

**1.1.9** Provide EIS with technical support if there are any issues and concerns regarding the following but not limited to accessing the online survey, survey results, and the unique survey passcode identifiers.

**1.1.10** Keep backup copies of all the survey data for recovery purposes.

**1.1.11** Invoice EIS for the following:

- 1.1.11.1** The cost for creating the online version of the Family Outcomes Survey and landing page upon completion.
- 1.1.11.2** The cost for each Business Reply Envelopes requested (cost per envelope) by EIS throughout the contract period on a monthly basis.
- 1.1.11.3** The cost for each Business Reply Envelopes used (cost for postage) by EIS throughout the contract period on a monthly basis.
- 1.1.11.4** The cost to process each EI Family Outcomes Surveys received throughout the contract period.

Note: There were about 2,700 families enrolled in EI services between July 1, 2021 – May 30, 2022. Based on this data, Contractor could receive up to this many (more or less) completed surveys during the contract year.

**1.1.12** Deliverables Timelines:

<b>Deliverable</b>	<b>Deadline</b>
Kick-off meeting (virtual) to discuss the scope of work requirements/expectations and collaboration planning.	June 07, 2023
Provide EIS with the requested amount of Business Reply Envelopes.	June 14, 2023

Create an online version of the Family Outcomes Survey in all eleven (11) languages and landing page. Submit a final draft to EIS for feedback. Note: EIS will provide feedback within one (1) week.	June 14, 2023
Finalize the online version of the Family Outcomes Survey and landing page and provide EIS with a unique passcode for each of the 18 EI Programs.	June 30, 2023
Launch online version of the Family Outcomes Survey in all eleven (11) languages.	July 1, 2023
Provide EIS the link to access live survey results.	Ongoing
Provide EIS with the final "Family Outcomes Survey Results" excel spreadsheet which includes all survey's received between July 1 – May 30 of each fiscal year.	Ongoing

## 1.2 QUALITY OF PRODUCT

All goods furnished under these specifications shall be new and of the best quality of its respective kind. It shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any unacceptable 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 unacceptable product.

The State 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.

## 1.3 CONTRACT ADMINISTRATION

For the purposes of this contract, Ian Tholen, Administrative Specialist, (808) 594-0013, [ian.tholen@hawaii.gov](mailto:ian.tholen@hawaii.gov), and Brianne Sarmiento, Contracts Specialist, (808) 594-0014, [brianne.sarmiento@doh.hawaii.gov](mailto:brianne.sarmiento@doh.hawaii.gov), or authorized representative, is designated the Contract Administrator.

**SECTION TWO:  
BID SUBMITTAL AND CONTENT**

**2.1 ELECTRONIC PROCUREMENT**

The State has established the HlePRO [pronounced 'HI-PRO'] to electronically solicit and receive bids for procurements. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov>, click on HlePRO.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5000 for the award. This transaction fee shall be based on the initial, estimated award amount, and Vendor shall be responsible for payment of the fee to Hawaii Information Consortium, LLC dba NIC Hawaii (NIC), the vendor administering the HlePRO. Refer to Section 3.14, Payment to Hawaii Information Consortium, LLC dba NIC Hawaii (NIC).

**2.2 BIDDER QUALIFICATIONS**

State of Hawaii-based and out-of-State bidders will be accepted.

**2.3 BIDDER'S AUTHORITY TO SUBMIT A BID**

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

**2.4 CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this solicitation, Bidder certifies as follows:

**2.4.1** The costs quoted have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

**2.4.2** Unless otherwise required by law, the cost which have been quoted in response to this Solicitation have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## **2.5 REQUIRED REVIEW**

- 2.5.1** Before submitting a bid, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 2.5.2** Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the Department of Health EIS as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum, and mitigate reliance of a defective solicitation upon which award could not be made.

## **2.6 BID PREPARATION COSTS**

Any and all costs incurred by the Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

## **2.7 BID GUARANTY**

A proposal security deposit is NOT required for this IFB.

## **2.8 BID PREPARATION**

- 2.8.1** Offer Form, Page OF-1. Bidder shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Bidder is doing business in the State and that Bidder will pay such taxes on all sales made to the State.

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

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of bid on HlePRO but shall be required upon Notice of Award. The submission of the bid on HlePRO shall indicate the Bidder's intent to be bound.

- 2.8.2** Bid Quotation (Pricing Pages OF-2). Unit bid price shall be based on "delivery to destination" and include the following pricing inclusions and conditions:

1. Unit 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 and County surcharge (4.5% for transactions made on Oahu, Kauai, and the island of Hawaii, and 4% for transactions made on the islands of Maui, Molokai and Lanai). The GET and County surcharge may be added to the invoice as a separate line item and shall not exceed the rate for that island;
  3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified, and any other costs incurred to provide services specified including the transaction fee for processing this procurement electronically; and
  4. Submit prices in terms of the unit shown. Bidder is advised that unit bid prices are all-inclusive, with the exception of the GET and County surcharge; and that no other charges will be honored, except as specified herein.
- 2.8.3** Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, Bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-4242.
- 2.8.3.1** Hawaii and Tax-Exempt Vendors. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax.
- 2.8.3.2** Tax-Exempt Vendors. 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 2.8.3.3** County Surcharges. County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. . For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.
- 2.8.4** References. Bidder shall furnish on the Offer Form, page OF-3, the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.
- 2.8.5** Brand Name(s) and Model Number(s). If indicated on the Offer Form pages, Bidder shall identify on each respective Offer Form page, the exact brand(s) and manufacturer name(s) and product model number(s), order number(s) or other

identifier(s) of the products and its components the Bidder proposes to furnish. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. Bidder's "SKU" Number as product identifier shall not be acceptable unless the "SKU" Number consists of the manufacturer's product number. If any of the called for elements or product information are missing from the Bidder's bid the State will not be able to determine from the information given whether the product is acceptable or not and may be sufficient grounds for rejection of bid.

No Bidder will be allowed to alter, change and/or revise the product identification after the bid due date and time. This is to ensure that all bids are submitted under the same conditions with no opportunity for one Bidder to have an advantage over any other Bidder after exposure of bids.

## **2.9 ELECTRONIC SUBMISSION OF BID**

The bid shall be submitted and received electronically through the HlePRO. This electronically submitted bid shall be considered the original. Any original bids received outside of the HlePRO, including faxed, hand delivered, or e-mailed bids, shall not be accepted, or considered for award. Any bid received after the due date and time shall be rejected.

HlePRO Special Instructions. Bidder shall review all special instructions located on the HlePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.

Bidders are advised to not wait until the last minute to submit their bid on HlePRO. Bidders should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the bid.

The submission of a bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

## **2.10 FORMAT INSTRUCTIONS FOR SUBMITTING BID ON HlePRO**

**2.10.1 Format.** Bids shall be submitted as attachments on HlePRO.

**2.10.2 Proprietary/Confidential Information.** Proprietary information, if any, shall be contained in a separate file that is clearly identified as proprietary/confidential information.

## **2.11 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF BIDS**

**2.11.1** The Bidder may modify or withdraw a bid before the due date and time.

**2.11.2** Any change, addition, deletion of attachment(s) of a bid may be made prior to the deadline for submittal of bids in the electronic system.

**SECTION THREE:  
CONTRACT AWARD AND TERMS**

**3.1 METHOD OF AWARD**

Award(s), if made, shall be to a maximum of one (1) responsive, responsible Bidder(s), if any, submitting the lowest responsive, responsible, and technically acceptable estimated Total Sum Bid Price for procurement and drop shipment of goods.

**3.2 RESPONSIBILITY OF BIDDERS**

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes (HRS) §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

**3.2.1 Vendor Compliance - Hawaii Compliance Express (HCE).**

1. Vendors may use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.
2. Timely Registration on HCE. Vendors/contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of award, a Bidder will not receive the award.
3. Verification of Compliance on HCE. The State will verify compliance via HCE throughout the term of the contract.

**3.2.2 Vendor Compliance - Paper Documents.** Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Bidder.

1. HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder 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.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

2. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the lowest responsive Bidder 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. A photocopy of the certificate is acceptable to the SPO.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

3. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

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

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

4. Timely Registration. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.
5. Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

### **3.3 PROTEST PROCEDURES**

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer  
Family Health Services Division (FHSD)  
Department of Health  
1250 Punchbowl Street, Suite 258  
Honolulu, Hawaii 96813

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; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of bids. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii eProcurement System (HlePRO), which is available at the SPO website: <http://spo.hawaii.gov/>. Click *HlePRO*. Click *Search* on HlePRO, then the *Awards* tab.

### **3.4 APPROVALS**

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

### **3.5 CONTRACT EXECUTION**

Successful Bidder receiving award shall enter into a formal written contract to be signed by the Contractor and returned within seven (7) days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement 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 the official commencement date.

### **3.6 NOTICE TO PROCEED**

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

### **3.7 TERM OF CONTRACT**

Unless terminated, this Contract may be extended by the STATE for specified periods of time not to exceed four (4) year(s) or for not more than four (4) additional twelve (12)-month period(s), upon mutual agreement and the execution of a supplemental contract or contract modification.

### **3.8 ORDERING**

The State will place orders with the Contractor(s) through an approved State of Hawaii Purchase Order.

### **3.9 PREFERRED EXPERIENCE AND QUALIFICATIONS**

Experience creating and customizing online surveys, landing pages, and using Microsoft Excel.

Experience and familiarity with developing, implementing, and collecting/analyzing results from public sector surveys.

Experience and familiarity working with multi-format surveys (i.e. paper and online versions); visualizing survey data results in multiple formats (to include online).

### **3.10 FAILURE TO DELIVER**

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the Procurement Officer reserves the right to terminate the contract and/or initiate suspension and debarment procedures pursuant to Chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

### **3.11 INSURANCE**

**3.11.1** Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Contractor shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

#### **1. Commercial General Liability Insurance**

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and

expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

On a case-by-case basis, the STATE purchasing agency may require the per occurrence and aggregate amounts to be higher, depending on criteria set in the request for proposal or negotiation between the STATE purchasing agency and the PROVIDER. The STATE purchasing agency may also allow for professional liability insurance or other types of insurance coverage, such as an umbrella policy that totals ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate.

**2. Automobile Liability Insurance**

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident. A waiver for the automobile coverage is possible if no vehicles are used while carrying out the contract.

**3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.**

**3.11.2** The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

**3.11.3** The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

**3.11.4** The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects 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."

**3.11.5** Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

### **3.12 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII (NIC)**

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii (NIC). Upon award in HlePRO, HIC shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with HIC. To receive the credit, the vendor must make a request to HIC for a credit.

### **3.13 INVOICING AND PAYMENT**

**3.13.1** The State's purchasing card (pCard) shall be used for all orders totaling less than \$2500. This requirement is for all agencies of the Executive branch departments with the exception of the Department of Education (DOE), Hawaii Health Systems Corporation (HHSC), Office of Hawaiian Affairs (OHA), and the University of Hawaii (UH). Agencies may continue to issue purchase orders for their transactions with contract vendors who assess fees to customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor assesses a fee for credit card usage.

**3.13.2** Hawaii GET and County surcharge. Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency for those agencies issuing purchase orders. For all orders placed against this contract, Contractor(s) may assess the ordering agency the Hawaii GET and County surcharge as a separate line item.

HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods 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 HRS §103-10, 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.

Only goods that have been satisfactorily delivered to and accepted by the State shall be paid for in accordance with statute.

The State has the right to make payment upon receipt of goods.

### **3.14 PRICE ADJUSTMENT**

During the contract period, the Contractor may request an increase in contract price when there is a substantial increase in the cost of materials or freight. Such requests must be made in writing to the Procurement Officer and shall meet the following conditions:

Request for a price increase shall be limited to the costs imposed upon the Contractor by the manufacturer or supplier of the materials. (No allowances will be given for Contractor's increased labor or operating expenses.)

1. Request for a price increase due to higher transportation costs shall be limited to the cost imposed upon the Contractor by the freight forwarder.
2. Contractor shall submit at the time of such written request, documentation or verification that the increase is the result of manufacturer or supplier increase in cost of materials or transportation.
3. No price increase adjustment shall be allowed during the first twelve (12) months of the contract. The Contractor may submit a price increase adjustment request once every twelve (12) months for item(s) awarded provided proper documentation is submitted to substantiate the increase as detailed in items 1 thru 3.

The State shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within five (5) business days of such price decrease.

### **3.15 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## **SECTION FOUR: SPECIAL PROVISIONS**

### **4.1 RECEIPT, OPENING, AND RECORDING OF BIDS**

All bids received in HlePRO will be considered for award. Any bids received outside of HlePRO (i.e. email, facsimile, etc.) shall be rejected and not considered for award.

Bids shall be automatically opened at the time and date specified in the Solicitation. The name of each Bidder, the bid price(s), and the title of attachments, if any, shall be made available in HlePRO. Documents posted as attachments will not be accessible, only the name of the uploaded file will be viewable.

All information pertaining to the bids shall be available for public inspection, upon request, after bid opening except to the extent that the bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

The procurement officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, such data shall be subject to written determination by the attorney general for confidentiality. If the attorney general determines in writing that the material so designated as confidential is subject to disclosure, the bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the bidder protests under HAR chapter 3-126.

Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 4.2.

### **4.2 MISTAKES IN BID**

**4.2.1** When the Procurement Officer knows or has reason to conclude before the award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section.

Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions. These irregularities/informalities can be waived or corrected without prejudice to other Bidders.

- 4.2.2** Correction or withdrawal of a bid after the time and date set for the bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent that it is not contrary to the interest of the governmental agency or fair treatment of other Bidders.
- 4.2.3** When, after the bid opening but before the award, the Procurement Officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such Officer should request the Bidder to confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections “4.2.4” and “4.2.5” of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a Bidder to acknowledge receipt of an amendment to the IFB (if such acknowledgement is required by the IFB) but only if it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.
- 4.2.4** If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In the case of an error in addition, the sum of the total amount bid for each item added shall govern.
- 4.2.5** A Bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
- 1.2.6** A Bidder may not correct a mistake in a bid discovered after the award of the contract except where the Chief Procurement Officer or the Head of the Purchasing Agency makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

**4.2.7** When a bid is corrected or withdrawn, or a correction or withdrawal is denied, under “4.2.3” or “4.2.4,” the Chief Procurement Officer or the Head of a Purchasing Agency shall prepare a written determination showing that the relief was granted or denied in accordance with HAR §3-122-31, subchapter 5 except that the Procurement Officer shall prepare the determination required under subsection (C).

### **4.3 BID INSPECTION**

Bids to competitive sealed bids may be inspected only as provided for in Section 4.1 and after award of contract.