

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Procurement Notice Date:

June 27, 2023

**INVITATION FOR BIDS
NO. PSD 24-HCD-01**

SEALED BIDS
FOR
FURNISHING

**Laboratory Diagnostic Services for the Department of Public Safety,
Health Care Division**

will be received up to and opened at 2:00 p.m. (HST)

on

July 25, 2023

in the Department of Public Safety's Administrative Services Office – Procurement and Contracts Unit, 1177 Alakea St., Honolulu, Hawaii 96813.

Direct questions relating to this solicitation to Marc Yamamoto, telephone (808) 587-1215, facsimile (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

Tommy Johnson, Director
Department of Public Safety

Name of Company

PSD 24-HCD-01

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB/RFP No.: 24-HCD-01

Title of IFB/RFP: Laboratory Diagnostic Services for the
Department of Public Safety, Health Care Division

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

**IFB No.: PSD 24-HCD-01
LABORATORY DIAGNOSTIC SERVICES
DEPARTMENT OF PUBLIC SAFETY
HEALTH CARE DIVISION**

Procurement Officer
State of Hawaii
Department of Public Safety
Administrative Services Office
Procurement and Contracts Unit
1177 Alakea Street
Honolulu, Hawaii 96813

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 General Conditions Form AG-008 103D Effective (10/17/2013), 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 \checkmark one only)**

- Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
 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:

(x) _____
Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

* _____

Exact Legal Name of Company (Offeror)

E-mail Address:

* 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:

The following offer is hereby submitted for PSD 24-HCD-01 Laboratory Diagnostic Services for the Department of Public Safety, Health Care Division, as specified herein:

Percentage (%) by which the prevailing Medicaid rate(s) shall be discounted. The Medicaid rate minus the % discount shall represent the all-inclusive cost, including taxes, to the State for the services specified herein:

Oahu	_____	%
Hawaii	_____	%
Maui	_____	%
Kauai	_____	%

Licenses

Medicare Identification Number: _____

College of American Pathologists (CAP) or Center for Disease Control (CDC) License Number: _____

Name of Laboratory Director: _____

Laboratory Director's State of Hawaii License Number: _____

Insurance Coverage

Commercial General Liability: _____
Underwriter

Medical Professional Liability: _____
Underwriter

Name of Agent: _____ Telephone: _____

OFFEROR: _____
COMPANY NAME

References

<u>Hospital/Clinical Institution</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Subcontractor(s)

Will any part of the specified services be subcontracted? _____ Yes _____ No

If yes, list below all subcontractors to be used and what portion of the services the subcontractor(s) will be providing (use additional sheets of paper, if necessary):

Name of subcontractor: _____

Portion of services to be provided by subcontractor: _____

Medicare Identification Number: _____

CAP or CDC License Number: _____

Name of Laboratory Director: _____

Laboratory Director's State of Hawaii License Number: _____

Name of subcontractor: _____

Portion of services to be provided by subcontractor: _____

Medicare Identification Number: _____

CAP or CDC License Number: _____

Name of Laboratory Director: _____

Laboratory Director's State of Hawaii License Number: _____

OFFEROR: _____
COMPANY NAME

For each facility, Offeror shall provide the following laboratory servicing information:

OAHU

Oahu Community Correctional Center (OCCC)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

Women's Community Correctional Center (WCCC)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

Halawa Correctional Facility (HCF)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

Waiawa Correctional Facility (WCF)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

OFFEROR: _____
COMPANY NAME

HAWAII

Hawaii Community Correctional Center (HCCC)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

Kulani Correctional Facility (KCF)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

MAUI

Maui Community Correctional Center (MCCC)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

KAUAI

Kauai Community Correctional Center (KCCC)

Laboratory Name _____

Address _____

Point of Contact _____

Telephone No. _____

Normal Business Hours _____

OFFEROR: _____
COMPANY NAME

SPECIFICATIONS

SCOPE

The Contractor shall provide Laboratory Diagnostic Services for inmates under the care of the Department of Public Safety (Department), Health Care Division, on the islands of Oahu, Hawaii, Maui, and/or Kauai, in accordance with the Specifications, Special Provisions, and 103D General Conditions Form AG-008 (Effective 10/17/2013) as specified herein. Services shall include:

- (1) Furnishing ONLY safety engineered phlebotomy supplies,
- (2) Supply and maintain two (2) basic microscopes,
- (3) Supply centrifuges one for each facility, except Halawa Correctional Facility and Hawaii Community Correctional Center which require **two** due to multiple campuses
- (4) Pickup of specimens from the designated correctional facilities on each island,
- (5) Furnishing of laboratory services which include microbiology, chemistry profiles, chemistry, hematology, coagulation, urinalysis and general laboratory work,
- (6) Establishment at no expense to the State of a bidirectional interface with the PSD electronic health record (EHR) vendor allowing lab orders to be sent from the State's EHR to the vendor and to receive electronic lab results data from the vendor and populate the same in the State's EHR.
- (7) Telephone or other direct contact reporting of life-threatening abnormal lab values, and
- (8) Provision of laboratory consultant services for class 1 clinical laboratory operations and provider microscopy QA testing.

Each facility shall be responsible for collecting of specimens. Except for hard stick or difficult blood-draw patients, who will be sent to the Contractor's site to have blood drawn.

Contractor shall comply with all the applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety.

The following facilities are included under this contract:

<u>Facility</u>	<u>Contact Person</u>	<u>Approximate No. of Inmates</u>
<u>OAHU</u>		
Oahu Community Correctional Center (OCCC) 2199 Kamehameha Highway Honolulu, Hawaii 96819	Catherine Krueger Phone: (808) 832-1678	1100
Women's Community Correctional Center (WCCC) 42-477 Kalaniana'ole Highway Kailua, Hawaii 96734	Maureen Camacho Phone: (808) 266-9694	300

Halawa Correctional Facility (HCF) Mandy Feldt 1200
99-902 Moanalua Highway Phone: (808) 485-5186
Aiea, Hawaii 96701

Waiawa Correctional Facility (WCF) Tanyalee Menino 330
94-560 Kamehameha Hwy (Business Address) Phone: (808) 677-6160
Waipahu, Hawaii 96797

HAWAII

Hawaii Community Correctional Center (HCCC) Stephanie Higa 325
60 Punahale Street Phone: (808) 933-0428
Hilo, Hawaii 96720

Kulani Correctional Facility (KCF) Jennifer Simeona 200
HC 01 Stainback Highway (business address) Phone: (808) 932-4463
Hilo, Hawaii 96720

MAUI

Maui Community Correctional Center (MCCC) Jillian Bermejo-Barrera 450
600 Waiale Drive Phone: (808) 243-5864
Wailuku, Hawaii 96793

KAUAI

Kauai Community Correctional Center (KCCC) Landon Labrador 175
3-5351 Kuhio Highway Phone: (808) 241-3067
Lihue, Hawaii 96766

CONTRACTOR'S RESPONSIBILITIES

Supplies and Equipment. Contractor shall provide to each correctional facility health care unit, safety engineered specimen collection materials i.e., vacutainers, venipuncture needles to include butterfly needles, biohazard designated specimen storage and transport containers, etc. All containers shall be pre-labeled with the Contractor's name and delivery address. Contractor shall furnish and maintain two (2) basic microscopes, one for the OCCC and one for the WCCC for the purpose of performing wet mounts for women's health exams. Contractor shall furnish and maintain centrifuge equipment, one each for KCCC, MCCC, WCCC, WCF, OCCC, KCF, and two each for HCCC to cover the Hale Nani and Punahale locations and two each for HCF to cover the medium and high facilities. In addition, the contractor shall provide supplies for laboratory specimens that require special handling or special shipping precautions. All supplies and equipment will be at no additional charge to the State.

Specimen Pick Up.

The Contractor shall pickup specimens daily, except on Sunday, State and Federal holidays, from each correctional facility. Pickup times will be between the hours of 8:00 am to 4:30 pm HST, Monday through Friday, and 8:00 am to 12:00 pm HST on Saturday. Call for pickup should be placed before 4:00 pm HST on weekdays and before 11:30 am HST on Saturdays. The Contractor will be responsible for all STAT and routine pickups during these hours. Except for Kauai Community Correctional Center (KCCC), Waiawa

Correctional Facility (WCF), and Kulani Correctional Facility (KCF).

KCCC: The procedure for specimen pick up from KCCC shall be upon arrival at KCCC, the Contractor's driver will call the Health Care Unit at (808) 241-3067, and PSD nursing staff will walk out with specimens.

WCF: The procedure for specimen pick up from WCF shall be upon arrival at the first security check of Contractor's vehicle, the Contractor's driver will call the Health Care Unit (HCU) at (808) 677-6160 to inform them of their arrival. HCU staff will walk the specimens out to the Contractor's driver upon arrival at the HCU building. This will prevent the closure of the HCU building if there is only one HCU staff member present. In order to decrease the amount of time the Contractor's staff is exposed to inmates, the initial call will notify HCU staff to prepare specimens and therefore decrease the amount of time the Contractor's driver will wait in front of the HCU building.

KCF: After the initial set up with necessary lab equipment and supplies, KCF shall be responsible for specimen drop-off, and pickup of ordered supplies from the Contractor.

For any requests outside of this time, the facility will be responsible for transportation to the Contractor at the facility's expense.

Laboratory Services. All services, including any services performed by a subcontractor, shall be performed in a CLIA certified laboratory accredited by one of the following accrediting agencies: AABB, American Osteopathic Association (AOA), American Society of Histocompatibility and Immunogenetics (ASHI), COLA, College of American Pathologists (CAP), Joint Commission on Accreditation of Healthcare Organizations (JCAHO)

Contractor's laboratory (and subcontractor's laboratory, if applicable) shall at all times be under the direct personal supervision of a laboratory director currently licensed by the State of Hawaii. Services shall be performed by licensed medical technologists and/or by laboratory technicians performing under the direct supervision of licensed personnel.

If a subcontractor is used for the performance of selected tests, Contractor shall be responsible for the shipment of specimens to the subcontractor, at no additional charge to the State. The Contractor shall be responsible for all costs for furnishing the services required herein.

Delivery of Results. Contractor shall deliver electronic test results within 72 hours of specimen pickup. Should the Contractor require additional time, the Clinical Section Administrator of the facility shall be notified. Critical test results shall be reported immediately by phone to a registered nurse at the respective health care unit.

Re-execution of Services. If in the opinion of the facility Provider any original test result does not correlate with the patient's clinical findings and therefore is questionable, the contractor shall perform repeat test(s) conforming to the requirements, at no additional

cost to the State. Repeat tests shall be completed and the results provided to the facility within the specified turnaround time.

Quarterly Communicable Disease Reports. Contractor shall deliver to the Health Care Division Administrator, Medical Director, and Chief Nursing Officer, within one month of the completion of the calendar quarter, the following communicable disease summary reports containing the prior quarter's data: (1) By facility, list the total number of tests performed and the total number of positive results for Hepatitis A, Hepatitis B, Hepatitis C, and HIV; (2) By facility, for positive Hepatitis C findings, list the actual number and percent for each Hepatitis C genotype; (3) By facility, list positive MRSA results with their corresponding sensitivities; and (4) By facility, list total number of tests performed and total number of positive results for STDs, and (5) By facility, list total number of tests performed and total number of positive results for all other infectious diseases not identified above.

Clinical Laboratory Consulting Services: Contractor shall provide clinical laboratory consulting services to assist the Health Care Division (HCD) in complying with HAR 11-110.1-7 requirements for a Class I Clinical laboratory permit. The HCD performs the following CLIA waived procedures in the following total monthly volumes including all 8 facilities: urine dipsticks 260/mo, Hemocult-testing 160/mo, urine pregnancy testing 60/mo., and blood glucose 1500/mo. In addition, OCCC and WCCC perform wet mounts when necessary during female health exams.

The consulting services shall include:

- (1) Selection of appropriate test methodology;
- (2) Verification of test procedures;
- (3) Establishing an appropriate quality control program;
- (4) Resolving technical problems; and
- (5) Identifying training needs for personnel.
- (6) Identify testing competency training for all waived tests; and perform microscopy competency evaluations for the providers performing wet mounts as a part of a female health exam
- (7) Ensure all federal, state, and county safety regulations are followed.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	= Department of Public Safety, Administrative Services Office— Procurement and Contracts Unit, 1177 Alakea Street, Honolulu, Hawaii 96813
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	= Form AG-008 103D General Conditions (Effective 10/17/13) by the Department of the Attorney General
IFB	= Invitation for Bids
RFP	= Request for Proposals
GET	= General Excise Tax
OCCC	= Oahu Community Correctional Center
HCF	= Halawa Correctional Facility
WCCC	= Women’s Community Correctional Center
WCF	= Waiawa Correctional Facility
HCCC	= Hawaii Community Correctional Center
KCF	= Kulani Correctional Facility
MCCC	= Maui Community Correctional Center
KCCC	= Kauai Community Correctional Center

SCOPE

The furnishing of Laboratory Diagnostic Testing Services for the Department of Public Safety’s Health Care Division, on the islands of Oahu, Hawaii, Maui and/or Kauai shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 (10/17/13) by reference made a part hereof and available at the ASO-PC and on the State of Hawaii, State Procurement Office’s website:

CONTRACT ADMINISTRATOR (CA)

For purposes of this contract, Dr. Gavin Takenaka, Health Care Division Administrator, acting either directly or through his authorized representative is designated the CA. The telephone number where he may be reached is (808) 587-1250.

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 §3-122-112, HAR. Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

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 (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the AWARD OF CONTRACT section, in Special Provisions pages SP-6 through SP-8 herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing laboratory diagnostic services for the twelve-month period commencing on September 1, 2023, for all contractually awarded facilities, or as indicated on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than two (2) additional twelve-month periods or portions thereof, without the necessity of rebidding upon mutual agreement in writing prior to expiration, provided the contract rate remains the same or lower than the initial contract percentage rate.

Upon extension of the contract, Contractor shall be required to execute a supplement to the contract.

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.

OFFEROR QUALIFICATIONS

At the time of bidding, Offer shall be a Hawaii Licensed, CLIA certified laboratory accredited by one of the following accrediting agencies: AABB, American Osteopathic

Association (AOA), American Society of Histocompatibility and Immunogenetics (ASHI), COLA, College of American Pathologists (CAP), Joint Commission on Accreditation of Healthcare Organizations (JCAHO)

Offeror shall have on staff at the time of bid opening, a laboratory director who is licensed by the State and who provides direct personal laboratory supervision.

Offeror shall also have licensed medical technologists and qualified personnel to perform the services specified herein.

Offeror shall provide all the requested information on Offer Form, pages OF-1 to OF-5.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs, which have been quoted in this solicitation, have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

OFFER SUBMITTAL

Offeror shall submit the Wage Certificate and Offer Forms OF-1 to OF-5 through HlePRO.

OFFER PREPARATION

Offer Form, page OF-1. 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 the exact legal name in the appropriate space on the Offer Form. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be a PDF of an original signature in ink on the Offer Form, page OF-1.

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 General Excise Tax (GET). Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State of Hawaii and that he will pay such taxes on all sales made to the State.

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% rate for all islands except Oahu, and 4.5% for the island of Oahu only, 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.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

An Offeror may submit only one offer in response to this solicitation. If an Offeror submits more than one offer in response to this solicitation, then all Offeror’s offers shall be rejected. Similarly, an Offeror may submit one offer per line item (if any) of this solicitation. If an Offeror submits more than one offer per line item, then all Offeror’s offers for that line item shall be rejected.

Bid Price. Offeror shall list the percentage (%) by which the prevailing Medicaid rate for laboratory diagnostic services will be decreased. The prevailing Medicaid rate minus the percentage decrease shall be the all-inclusive cost to the State and no other charges will be honored. The rate shall include all applicable taxes and any other costs incurred by the Contractor.

Offer Guaranty. A bid security deposit is not required for this solicitation.

References. Offeror shall provide references on Offer Form, page OF-3, of at least two hospitals and/or established clinical institutions in the State of Hawaii where similar services as specified herein, are or have been provided. The State reserves the right to contact the references to inquire about Offeror’s current or past service performance.

Subcontractors. Offeror shall list on the Offer Form, page OF-3, all subcontractors to be

used to perform any of the services specified herein. The Department reserves the right to request additional information about any subcontractor listed. Such information shall be provided to the Department within five (5) days from the Department's request.

Wage Certificate. Offeror shall complete the attached wage certification by which offeror certifies that the services required shall be performed pursuant to Section 103-55. HRS. Only Item No. 2 pertains to this contract.

OFFER INSPECTION

At the bid opening, all offers may be inspected provided that only one offer is inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of opening offers, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

AWARD OF CONTRACT

METHOD OF AWARD. Award(s), if any, shall be made based on the ability of the Offeror(s) to service individual islands. Award(s), if any, shall also be made based on Offeror(s) submitting the largest percentage (%) rate of discount by island by which the prevailing Medicaid fees for laboratory services shall be decreased.

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310 (c), HRS and Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of tax clearance, LIR #27 and Certificate of Good Standing are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award, it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE), 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 Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

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

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror(s) 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 ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://tax.hawaii.gov/forms/a1_1alphalist/

DOTAX Forms by Fax/Mail: (808) 587-4242
1-800-222-3229

IRS (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror(s) and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

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(s) 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 by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror(s) and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror(s) 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 ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror(s) 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 <http://cca.hawaii.gov/breg/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC 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 HCE, are required to submit an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, and a valid tax clearance (not over two months old with an original green certified copy stamp), with the invoice for final payment on the contract.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and the offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as

shown by past work or services; Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated; if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation.

OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty (60) day period.

CONTRACT EXECUTION

The successful Offeror(s) receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

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

Liability insurance shall be required of the Contractor(s) and, if applicable, to all of Contractor's subcontractors.

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

If the option to extend for each twelve-month period is mutually agreed upon, the Contractor(s) shall be required to execute a supplemental agreement to the contract for each extended period.

SUBCONTRACTING

Contractor shall not delegate any duties covered under this contract to any subcontractor other than the subcontractor(s) listed on Offer Form, page OF-3, unless written approval is given by the Department. The Department reserves the right to approve all subcontractors and to require Contractor to replace any subcontractor found to be unacceptable. The Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all contract services, whether or not the Contractor performs them.

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 subcontractor's, 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 subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Minimum Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, 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."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO-Procurement and Contracts Unit should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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.

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 agrees to deposit with the State of Hawaii, on or before the effective date of this contract, 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. Upon request by the State, 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 State 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 Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

INVOICING

The Contractor shall send monthly invoices, as specified by the Health Care Division, to the appropriate correctional facility as listed on Specifications, page S-1. In addition, a copy of each monthly invoice shall be sent to:

Department of Public Safety
Health Care Division
1177 Alakea Street
Honolulu, HI 96813

Invoices shall itemize patient name, lab test, and the discounted Medicaid fee.

Contractor shall also show on the invoices the actual cost per test; however, if this is not feasible, then Contractor shall submit a current Medicaid fee schedule to each correctional facility and the Health Care Division. For the life of the contract, Contractor shall submit updated Medicaid fee schedules as soon as they become available.

All invoices shall reference the contract number assigned to the contract.

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

Alternately, Contractors not participating on 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, will be required for final payment.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment.

PAYMENT

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

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

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per day for each and every time the Contractor fails to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General

Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

RECORDS RETENTION

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

COMPLAINT OR PROTEST

Protestors with a complaint should initially seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the 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, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Public Safety, 1177 Alakea Street, Honolulu, Hawaii 96813.

Notice of award(s), if any, shall be posted on the State Procurement Office website: www.spo.hawaii.gov

1. Click on "Awards"
2. Enter Solicitation Number
3. Under Department select "Public Safety"
4. Click on "Search"
5. Click on the appropriate Contract/PO No. / Solicitation No.

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____ PSD 24-HCD-01
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____