



Department of Health

Child and Adolescent Mental Health Division

August 16, 2023

Hawaii Electronic Procurement System (“HiePRO”) Invitation For Bids (“IFB”) No. CAMHD 460-24-01

Sealed Offers For The Development and Design of a Hawaii Youth Peer Curriculum

SHALL BE RECEIVED VIA HIEPRO UP TO 3:30 P.M. HAWAII STANDARD TIME (“HST”)

ON MONDAY, AUGUST 28, 2023

BY THE STATE OF HAWAII’S (“STATE”), DEPARTMENT OF HEALTH (“DOH”) CHILD AND

ADOLESCENT MENTAL HEALTH DIVISION (“CAMHD”),

CONTRACT MANAGEMENT SECTION (“CMS”), 3627 KILAUEA AVENUE, ROOM 101,

HONOLULU, HAWAII 96816.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION USING THE QUESTION AND

ANSWER SECTION OF HiePRO BY 3:30 P.M. HST ON MONDAY, AUGUST 22, 2023.

Procurement Officer
Child and Adolescent Mental Health Division
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816

Dear Sir/Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. CAMHD 460-24-01, the STATE's General Provisions for Goods and Services Hawaii Revised Statutes ("HRS") Chapter 103D, and the STATE's General Conditions, Form AG-008 (current version) included and made a part hereof; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the STATE reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the STATE, such rejection is in the best interest of the STATE.

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, HRS, concerning prohibited STATE contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address

** Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract shall be executed:

1. No. of years experience in _____: _____

2. Insurance coverage is carried by:

Commercial General Liability: _____

Hawaii No-Fault Automobile Insurance: _____

Insurance Co.: _____

Address: _____

General Agent's Name: _____

Telephone No.: _____

3. Bidder shall list below business firms and/or government agencies in the STATE for whom bidder has performed services or is currently providing services comparable to the service specified herein:

	<u>Firm/Agency</u>	<u>Contact Person</u>	<u>Telephone</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

Offeror _____
(Name of Company)

August 16, 2023

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)**

Subject: IFB No.: CAMHD 460-24-01

Title of IFB: Development and Design of a Hawaii Youth Peer Curriculum

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the Contract in excess of \$25,000, the services to be performed shall 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 shall 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 _____

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

Reference: ADM. SERV. OFFICE LOG NO. TBD
(Contract Number)

CAMHD 460-24-01
(IFB 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: _____

SPECIFICATIONS

SCOPE OF WORK

Work shall consist of developing and designing a Hawaii Youth Peer Curriculum.

GENERAL DESCRIPTION

Develop and design a Hawaii Youth Peer Curriculum that is culturally appropriate to Hawaii.

Provide a completed Hawaii Youth Peer Curriculum, necessary teaching aids/resources, and consultation to aid in the successful implementation of a new youth peer support specialist training program.

Deliver virtual curriculum training and technical assistance using the Hawaii Youth Peer Curriculum.

Provide consultation throughout the Hawaii Youth Peer Curriculum development and implementation process.

Offer virtual consultation to participants who complete the youth peer trainings.

Administer a virtual train-the-trainer on the Hawaii Youth Peer Curriculum.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Department of Health
DOH	=	Department of Health
SPO	=	State Procurement Office of the STATE
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
IFB	=	Invitation for Bids
GET	=	General Excise Tax

SCOPE

The document destruction services shall be in accordance with these Specifications and Special Conditions of IFB No. CAMHD 460-24-01, the STATE's General Provisions for Goods and Services HRS Chapter 103D which is attached hereto as Attachment 1, the STATE's General Conditions, Form AG-008 (current form), and applicable Contract forms.

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 Offerors 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 Contract 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.

DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror must be registered as a Vendor in the HlePRO system. The Vendor shall submit quote electronically in the HlePRO system. Notice of Award shall be issued on HlePRO. The Contract shall be issued separately after award.

PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR

The Procurement Officer and Contract Administrator are both responsible for administering and overseeing the Contract, including monitoring and assessing the CONTRACTOR performance. The Procurement Officer and Contract Administrator for the Contract is:

Janet Ledoux
Administrative Officer
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816
Telephone: (808) 733-4210
Facsimile: (808) 733-8375
Email: janet.ledoux@doh.hawaii.gov

ISSUING OFFICER

The individual listed below is the sole point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract shall be awarded:

Steven Osa
Program Specialist
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816
Telephone: (808) 733-8386
Facsimile: (808) 733-8375
Email: steven.osa@doh.hawaii.com

TERM OF CONTRACT

The CONTRACTOR shall enter into a Contract to develop and design a Hawaii Youth Peer Curriculum to be completed within a two (2) month period.

FUNDING

Funding is subject to appropriation, budget execution policies, availability of funding, and the needs of the CAMHD.

BIDDER QUALIFICATION

Bidder shall be Hawaii Compliance Express (“HCE”) compliant within fourteen (14) days of the release of the Intent to award. In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.

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:

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. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

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.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB 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. Unless otherwise required by law, the cost which have been quoted in this IFB 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.
3. No other attempt has been made or shall be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer in the HlePRO QUESTION AND ANSWER SECTION by August 22, 2023 3:30 p.m. HST. Only those electronic written inquiries received by the deadline shall be responded to on or around August 23, 2023. All questions and answers will be automatically forwarded to registered vendors. The STATE's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum to the IFB.

BID PREPARATION

Offer Form, Page OF-1 & OF-2. Offeror is required to submit Page OF-1 and OF-2 with its HlePRO offer using Offeror's exact legal name as registered with the STATE's Department of Commerce and Consumer Affairs ("DCCA") and as shown in HCE, 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. The signed page shall be scanned and returned with the Offer or may be faxed to the Issuing Officer Steven Osa at 808 733-8375 if unable to scan documents. Call or email the Issuing Officer if you need to fax the supporting documents. If Offeror is selected for award the original signed copy may be required prior to the issuing of the Contract.

The Offeror must also submit a detailed description of the Offeror's proposed Hawaii Youth Peer Curriculum addressing the CAMHD specifications listed herein.

Bid Quotation. Bid price developing and designing a Hawaii Youth Peer Curriculum shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide

services specified herein. **Note the bids and accompanying documents must be made in HlePRO.**

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the STATE's General Excise Tax ("GET") at the current rate for each county. 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 GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, awardee shall provide insurance coverage for contents in accordance with the included Liability Insurance specifications on page SC-13.

References. Bidder shall list as references companies for whom bidder has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The STATE reserves the right to contact the references to inquire about bidders past performance.

Confidential Information.

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules ("HAR") §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

SUBMISSION OF OFFER

Offers shall be received through the HlePRO system no later than the date and time stated on the cover page of the IFB and as stated in HlePRO. Timely receipt of offers shall be evidenced by the date and time registered by the HlePRO system.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Before any Offeror enters into a Contract to perform services **in excess of \$25,000** for any STATE government agency, the offeror shall complete and submit the attached wage certification by which offeror certifies that the services required shall be performed pursuant to Section 103-55, HRS.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. **If compliance documents have not been submitted to the Issuing Officer prior to award, the lowest responsive and responsible offeror shall produce documents within fourteen (14) days of the receipt of the Intent to Award notice to the Issuing Officer to demonstrate compliance with this section. Failure to provide the compliance documents as required shall result in the Offeror being deemed non- responsive.**

Hawaii Compliance Express ("HCE"). The Vendor must be HCE compliant. The Vendor shall register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a Certificate of Vendor Compliance ("CVC"). The HCE provides current compliance status as of the issuance date. The CVC 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 HCE services shall be required to pay an annual fee currently \$12.00 to the Hawaii Information Consortium, LLC ("HIC").

Final Payment Requirements. CONTRACTOR is required to be compliant in HCE for final payment on the Contract.

Timely Submission of all Certificates. The HCE compliance or the above certificates should be applied for and submitted to the Issuing Officer as soon as possible. If HCE compliance or a valid certificate is not available online with-in fourteen (14) business days for award of a Contract, an offer otherwise responsive and responsible may not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, shall be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for a sixty (60) days period or a longer period as may be allowed upon mutual agreement of the parties.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

Therefore, Offeror, if awarded a Contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, 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 a legislative body.

CONTRACT EXECUTION

The STATE shall forward a formal Contract to the successful Offeror for execution. The Contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.

If the option(s) to extend is mutually agreed upon, CONTRACTOR shall be required to execute a modification supplement to the Contract.

The CONTRACTOR or the STATE may terminate the extended contract period at any time upon thirty (30) days with prior written notice.

CONTRACT DATE

Work shall commence on the official commencement date specified in the Contract.

No work is to be undertaken by the CONTRACTOR prior to the official commencement date in the Contract. The STATE is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the CONTRACTOR prior to the work start date.

GENERAL LIABILITY/AUTOMOBILE 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 its 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 itself or by an 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>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

Each insurance policy required by the Contract, including a subcontractor's policy, 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."

3. "It is agreed that any insurance maintained by the STATE shall apply in excess of, and not contribute with, insurance provided by this policy."

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

Upon CONTRACTOR's execution of the Contract, the CONTRACTOR agrees to deposit with the STATE a Certificate of Insurance ("COI") 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 the 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.

After the Notice of Award, the Awardee shall have fourteen (14) business days to provide a copy of the required COI that references the Contract's ASO LOG NO. in the Description of Operations section of the COI.

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

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under the 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 the 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 the Contract.

SUBCONTRACTORS

The CONTRACTOR shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

INSPECTION

The STATE retains the general right of inspection by a designated representative in order to judge, whether in the STATE's opinion, such work is being performed by the CONTRACTOR in accordance with terms of this bid proposal.

INVOICING

Invoices shall be payable upon certification by the Contract Administrator that the CONTRACTOR has satisfactorily performed the required services.

CONTRACTOR shall submit original and two (2) copies of the invoice for the Contract to the following address:

Department of Health
Child and Adolescent Mental Health Division
3627 Kilauea Avenue, Room 101
Honolulu, Hawaii 96816.

Invoice shall reference the ASO LOG NO. as shown on the Contract.

A current CVC issued through the HCE system, shall be acceptable for final payment requirements.

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 shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE shall reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The STATE shall 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 the HRS.

Original monthly claims must be submitted within thirty (30) calendar days after the last day of each calendar month. All submissions and corrections must be properly received by the CAMHD no later than ninety (90) days after the last day of the billing month.

Should the CONTRACTOR need to bill beyond the ninety (90) days, documented contact must be made with the CAMHD Provider Relations before the end of the ninety (90) days. However, no payment shall be made for claims submitted more than twelve (12) months after the last day on which services were rendered or more than six (6) months following the end of the Contract period, whichever period is shorter.

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 Procurement Officer.

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 Conditions, the Specifications, the General Provisions for Goods and Services HRS Chapter 103D, and General Conditions herein, in addition to any other recourse allowed by law, 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.

PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

The notice of award letter(s), if any, resulting from this solicitation 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 Janet Ledoux, CAMHD, 3627 Kilauea Avenue, Room 101, Honolulu, Hawaii 96816.

GENERAL PROVISIONS
FOR
GOODS AND SERVICES

HAWAII REVISED STATUTES (HRS)
CHAPTER 103D

Attached are the General Provisions, dated April 2013 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions as these provisions will also be made part of the contract for goods and services.

Attachment 1

**GENERAL PROVISIONS
FOR
GOODS AND SERVICES**

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1. DEFINITIONS OF TERMS

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

a. BID

Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.

b. BID PROPOSAL GUARANTY OR SECURITY

The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the STATE and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.

c. CONTRACT

Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.

d. CONTRACT BOND

The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.

e. CONTRACTOR

An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.

f. DAYS

Days mean calendar days unless otherwise specified.

g. GENERAL CONDITIONS

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

h. GENERAL PROVISIONS

General Provisions are standard terms and conditions.

i. HAR

Hawaii Administrative Rules

j. HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

k. HRS

Hawaii Revised Statutes

l. IFB

Invitation for Bids

m. OFFER

An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.

n. OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.

o. PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

p. PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.

q. PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

r. RFQ

Request for Quotes

s. RFP

Request for Proposals

t. SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for quotes ("RFQ") used in the small purchases process, or a request for proposals ("RFP"), used in the competitive sealed

proposal process for the purpose of obtaining quotes, bids or proposals to perform a STATE contract.

u. SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

v. SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

w. STATE

STATE means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.

x. SURETY

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

y. WORK

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. COMPETENCY OF OFFEROR

Prospective offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive.

The purchasing agency reserves the right to visit an offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

3. OFFER INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions and any Special Provisions, and other documents referenced in or attached to the solicitation shall be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the offer.

4. PREPARATION OF OFFER

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

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on the offeror's behalf.

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late offer or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

6. DISQUALIFICATION OF OFFERORS

An offeror shall be disqualified and his offer automatically rejected for any one 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 will be barred from future solicitations until reinstated; or 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.

An offeror may be disqualified and his offer rejected for any one or more of the following

reasons: 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; 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 solicitation.

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the STATE or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. STANDARDS OF CONDUCT

All offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
 - (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
 - (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
 - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- b. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, offeror agrees to comply

with Section 11-205.5, HRS, 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 a legislative body.

10. ACCEPTANCE OF OFFER

- a. Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.
- b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

11. EXECUTION OF CONTRACT

The following subsections shall not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the STATE shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.
- b. No such contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

- c. Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only STATE but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of STATE. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the STATE in contracting for any project involving financial aid from the Federal government.

12. CONTRACT BOND

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the STATE at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation. ‘
- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in Section 7. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

13. FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 30 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required under Section 7, into the State Treasury as a realization of the STATE. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the STATE.

14. RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to cancel the solicitation. At such time, all offer guaranties, except surety bonds, will be returned.

15. 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.

16. DELIVERY EXTENSIONS

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the STATE in its solicitation requirements, and all goods must be delivered with the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the STATE of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgement, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The STATE shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The STATE reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

17. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.