

Furnishing Sealable, Biodegradable Food Trays and Bowls
For Department of Public Safety's Food Service Branch in Correctional Facilities in Oahu
PSD 24-CPS/FS-08

INVITATION FOR BIDS :

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (HRS), The Department of Public Safety, Food Service Branch will be accepting sealed bids to **Provide sealable, compostable, and lined food trays and bowls to Halawa Correctional Facility and Oahu Community Correctional Center Food Service Units.**

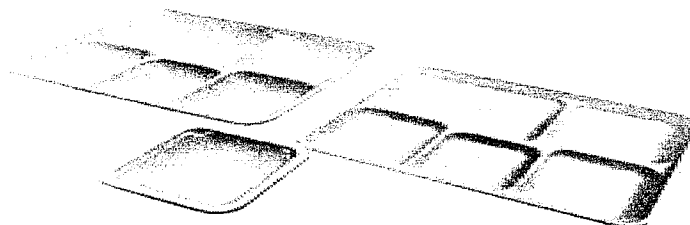
The contract shall be for a period of twelve (12) months, commencing September 15, 2023 and ending, September 14, 2024, or the dates stated on the Notice to Proceed. Unless terminated, this contract may be extended for two (2) additional twelve-month periods or portions thereof, subject to prior written consent.

The CONTRACTOR shall furnish the following:

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

The authorized signature on the Offer Form, page OF-1 shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- Two (2) Tray (lidding) Sealing Machines for the 5-compartment trays listed on the worksheet. Each unit shall be capable of sealing 20 to 30 trays per minute. Each unit shall be 115 volts. One unit to be installed at Oahu Community Correctional Center, and one unit to be installed at Halawa Correctional Facility.
- One (1) Bowl (lidding) Sealing Machine for the 9.5 oz bowls listed on the worksheet. The unit shall be a table-top model capable of sealing 15 to 20 bowls per minute. The unit shall be 115 volts.
- The cost of all sealing machines shall be included in the price of the trays, bowls, and film.
- All food trays and bowls shall be PLA lined to prevent leakage, 100 % compostable, the deeper tray should be film sealable not the shallow.
- The CONTRACTOR shall be responsible for all maintenance and repairs for all sealing machines caused by normal wear and tear. / Cost of parts covered by the State
- The contractor shall have on island, a certified repairman available for immediate repairs as needed.
- 3 machines will be shipped to the Halawa Correctional Facility.



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LIABILITY INSURANCE

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$1,000,000 per occurrence \$1,000,000 per accident PD: \$1,000,000 per occurrence

Each insurance policy required by this contract 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 Purchasing and Contracts Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope or not renewed upon expiration.

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

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance, and all endorsements 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) thereof 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.

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INVOICING

Contractor shall submit a monthly invoice, original plus (1) copy to:

Department of Public Safety
Corrections Program Services
Food Service Branch
1177 Alakea Street , Room 505
Honolulu, Hawaii 96813

and one copy sent directly to the ordering facility. Contractor shall reference the purchase order number on the invoice.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any 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.

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

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

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

Reference: _____ **IFB No. PSD 24-CPS/FS-08**
(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: _____