

**PROCUREMENT FOR  
BICYCLE AND MULTI-SPORT HELMETS**



**STATE OF HAWAII  
DEPARTMENT OF HEALTH  
DEVELOPMENTAL DISABILITIES DIVISION  
COMMUNITY RESOURCES BRANCH  
NEUROTRAUMA PROGRAM  
2024**

Procurement Officer  
Developmental Disabilities Division  
State of Hawaii Department of Health  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto; 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 that 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.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture

Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

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:

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 will be executed.

## OFFEROR'S QUALIFICATION FORM

Please complete this form as fully and explicitly as possible to facilitate evaluation of your firm. Use additional sheets and substantiating documents when necessary.

**A. Exact Legal Name of Contractor:** \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Contact Person Name: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**B. Vendor Requirements:**

1) Vendor Requirements

a) The Vendor shall be compliant through Hawaii Compliance Express (HCE)

<https://vendors.ehawaii.gov> to be able to enter into contracts for \$2,500 or greater with the State, pursuant to Chapter 103D, Hawaii Revised Statutes (HRS). If the vendor is not compliant through HCE at the time of award, the vendor will not receive the award. HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs. Vendors/contractors/service providers shall register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the "Certificate of Vendor Compliance" is accepted for both contracting and final payment. The State will verify compliance on HCE.

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

- (1) Commercial General Liability Insurance  
Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees, and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
- (2) Automobile Liability Insurance  
Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.
- (3) Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
- c) The certificates of insurance shall contain the following clauses:
  - (1) The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.
  - (2) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.
- d) A copy of current and signed W-9.
- e) A copy of a blank/sample invoice on the company's letterhead.
- f) Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS 103D-310(c):
  - (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) Section 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

**Total Annual Cost** (inclusive of all taxes and fees): \_\_\_\_\_

**Offeror:** \_\_\_\_\_  
**Exact Legal Name of Company Name**

## SPECIFICATIONS

### BACKGROUND

The State of Hawaii, Department of Health, Developmental Disabilities Division, Community Resources Branch, Neurotrauma Program (STATE) seeks quotes for purchase and delivery of eight hundred and seven (807) helmets which meet the federal safety standard set by the U.S. Consumer Product Safety Commission (CPSC) for bicycle and multi-sport helmets to be shipped and delivered to various locations on the islands of Oahu and Hawaii.

### SCOPE OF SERVICES

#### 1. PRODUCT SPECIFICATIONS

The CONTRACTOR shall:

A. Provide bicycle helmets which meet the following requirements.

- 1) Easy fit adjustable sizing wheels
- 2) Re-attachable Snap-On visor
- 3) Polypropylene straps and quick-release buckle
- 4) Shock-absorbing expanded polystyrene (EPS) liner
- 5) Aerodynamic plastic outer shell
- 6) Sponge foam customized adjustment fit pad set
- 7) Meets CPSC safety standard (<https://www.cpsc.gov/safety-education/safety-guides/sports-fitness-and-recreation-bicycles/which-helmet-which-activity>).

B. Provide multi-sports helmets which meet the following requirements.

- 1) Shock-absorbing EPS liner
- 2) Acrylonitrile Butadiene Styrene (ABS) impact dispersing outer shell
- 3) Polypropylene straps and quick-release nexus buckle
- 4) Sponge foam customized adjustment fit pad set
- 5) Meets CPSC standard for skateboarding and skating (<https://www.cpsc.gov/safety-education/safety-guides/sports-fitness-and-recreation-bicycles/which-helmet-which-activity>).

C. Provide to the STATE available color and design options per size specified below after an award is made to make the color and design selections.

- 1) Bicycle Helmets
  - a) Toddler Size: Forty-Eight (48) helmets
  - b) Adult Small Size: Forty (40) helmets
  - c) Adult Medium Size: Forty (40) helmets
  - d) Adult Large Size: Forty (40) helmets
  - e) Adult Extra-Large Size: Thirty-Six (36) helmets
- 2) Multi-Sport Helmets

- a) Adult Small Size: Two Hundred Forty-Three (243) helmets
- b) Adult Medium Size: Two Hundred Sixty-Four (264) helmets
- c) Adult Large Size: Ninety-Six (96) helmets

## 2. SHIPPING INSTRUCTIONS

The CONTRACTOR shall:

A. Purchase, ship, and deliver the following items to the addresses within the zip code specified. The addressee's information and street address shall be provided by the STATE at the time of ordering.

- 1) Zip code: 96816
  - a) Helmet Type: Bicycle Helmets
    - (1) Size and Quantity: Toddler/Twenty-Four (24) helmets
    - (2) Size and Quantity: Adult Small/Twenty (20) helmets
    - (3) Size and Quantity: Adult Medium/Twenty (20) helmets
    - (4) Size and Quantity: Adult Large/Twenty (20) helmets
    - (5) Size and Quantity: Adult Extra Large/Eighteen (18) helmets
  - b) Helmet Type: Multi-Sport Helmets
    - (1) Size and Quantity: Adult Small/Fifty-Four (54) helmets
    - (2) Size and Quantity: Adult Medium/Forty-Four (44) helmets
    - (3) Size and Quantity: Adult Large/Twenty-Four (24) helmets
- 2) Zip code: 96813
  - a) Type: Multi-Sport Helmets
    - (1) Size and Quantity: Adult Small/Eight-One (81) helmets
    - (2) Size and Quantity: Adult Medium/Eighty-Eight (88) helmets
    - (3) Size and Quantity: Adult Large/Twenty-Four (24) helmets
- 3) Zip code: 96826
  - a) Helmet Type: Multi-Sport Helmets
    - (1) Size and Quantity: Adult Small/Eighty-One (81) helmets
    - (2) Size and Quantity: Adult Medium/Eight-Eight (88) helmets
    - (3) Size and Quantity: Adult Large/Twenty-Four (24) helmets
- 4) Zip code: 96750
  - a) Helmet Type: Bicycle Helmets
    - (1) Size and Quantity: Toddler/Twenty-Four (24) helmets
    - (2) Size and Quantity: Adult Small/Twenty (20) helmets
    - (3) Size and Quantity: Adult Medium/Twenty (20) helmets
    - (4) Size and Quantity: Adult Large/Twenty (20) helmets
    - (5) Size and Quantity: Adult Extra Large/Eighteen (18) helmets
  - b) Helmet Type: Multi-Sport Helmets
    - (1) Size and Quantity: Adult Small/Twenty-Seven (27) helmets
    - (2) Size and Quantity: Adult Medium/Forty-Four (44) helmets
    - (3) Size and Quantity: Adult Large/Twenty-Four (24) helmets

B. Ship and deliver in one single shipment per addressee. Multiple shipments per addressee shall not be allowed.

- C. Confirm the receipt of order and order status which includes, but is not limited to, estimated shipping and delivery dates.
- D. Securely and properly package the helmets to avoid damages during transportation.
- E. Ship with insurance which covers lost, damaged, and/or missing contents and includes a tracking number.
- F. Provide the shipping and delivery information on or before the ship date.

### 3. LOST, DAMAGED, AND/OR MISSING HELMETS

The CONTRACTOR shall:

- A. Ship new helmets to replace any lost, damaged, and/or missing helmets within 5 days from the date of notice from the STATE.
- B. Securely and properly package the helmets to avoid damages during transportation.
- C. Ship and deliver in one single shipment per addressee. Multiple shipments per addressee shall not be allowed.
- D. Ship with insurance which covers lost, damaged, and/or missing contents and includes a tracking number.
- E. Provide the shipping and delivery information on or before the ship date.
- F. Not submit an invoice until replacement helmets have been delivered and confirmed by the STATE without any lost, damaged, and/or missing helmets.

### **CONTRACT TERM**

The Contract shall be for a period of six (6) months.

The STATE may terminate the Contract at any time in accordance the “General Conditions” no. 14 attached hereto and made a part hereof.

### **SUCCESSFUL BIDDER REQUIREMENTS**

The successful Bidder shall comply with the following:

- 1) HRS 11-355 (Contributions by state and county Contractors prohibited);
- 2) HRS 103D-302(b) and HAR 3-122-21(8) (Disclosure of Joint Contractor or Subcontractor Listing);
- 3) HRS 103D-310 (Responsibility of Offerors);
- 4) HAR 3-122-192 (Independent Price Determination);
- 5) HRS 103D-1002 and HAR 3-124 Subchapter 1 (Hawaii Product Preferences);

- 6) HRS 103D-1005 and HAR 3-124 Subchapter 4 (Recycled Product Preferences, if applicable); and
- 7) HRS 103D-55 (Wages, hours, and working conditions of employees of contractors performing services.)

## **OTHER**

The CONTRACTOR shall be responsible for the completion of the entirety of services per its Bid Quote. The CONTRACTOR shall submit one invoice upon completion of all services specified in this solicitation. The bid shall be the all-inclusive cost including the GET and any other applicable taxes and fees.

## **PROCUREMENT OFFICER**

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

Sayuri Sugimoto  
State of Hawaii Department of Health  
Developmental Disabilities Division  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813

## **ISSUING OFFICER**

The individuals listed below are the sole point of contact from the date of release of this procurement until the selection of the Bidder to which a Contract will be awarded:

Primary Contact  
Leimomi Fernandes-Otake  
State of Hawaii Department of Health  
Developmental Disabilities Division  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813  
Email: [leimomi.fernandes-otake@doh.hawaii.gov](mailto:leimomi.fernandes-otake@doh.hawaii.gov)

Alternate Contact\*  
Sayuri Sugimoto  
State of Hawaii Department of Health  
Developmental Disabilities Division  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813  
Email: [sayuri.sugimoto@doh.hawaii.gov](mailto:sayuri.sugimoto@doh.hawaii.gov)

\*If the Primary Contact is unavailable or absent, contact the Alternate Contact.



## **CONTRACT ADMINISTRATOR**

For the purpose of this solicitation, the Contract Administrator is Leimomi Fernandes-Otake, or her designated representative. The Contract Administrator or her designated designee is the sole contact for matters related to the Contract. The Contractor shall communicate all Contract related matters to the Contract Administrator or her designated representative for the duration of the Contract.

## **BIDDER QUALIFICATION**

In addition to meeting the legal and other requirements of this solicitation, the Bidder must meet these Bidder qualification requirements to be considered for award.

1. A list of at least three (3) references from the Bidder's client listing that may be contacted by the STATE as to the Bidder's past and current job performance. The list shall contain names of the organization, names of the contact person, telephone numbers, and email addresses.
2. A summary listing of judgments or pending lawsuits or actions against; adverse Contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

The Bidder, at no extra cost, shall provide additional background information and documentation on any of the above requirements if requested by the STATE.

## **HAWAII COMPLIANCE EXPRESS**

HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, *Certificate of Vendor Compliance* is a printable certificate that will provide *compliant* status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Department of Labor and Industrial Relations and a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs required pursuant to HRS §103D- 310(c) and Hawaii Administrative Rules ("HAR") §3-122-112.

Vendors/contractors/services providers are advised to register with HCE at <http://vendors.ehawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC.

**SITE INSPECTION** - Not Applicable