

STATE OF HAWAII DEPARTMENT OF HEALTH DISEASE OUTBREAK CONTROL DIVISION

July 5, 2024

REQUEST FOR QUOTES RFQ No. DOH-DOCD-2025-02

FOR

SARS-CoV-2 ("COVID-19") SELF TEST KITS ("STKs") FOR HOMELESS SHELTERS

NOTICE TO ALL OFFERORS:

Quotes shall be received via Hawaii's eProcurement System ("HIePRO") no later than the date and time stated in HIePRO and must be submitted in strict accordance with the instructions herein.

> Amber L. Wright Procurement Officer

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SECTION I

ADMINISTRATIVE OVERVIEW

STATE PROCUREMENT CODE

This Request for Quote ("RFQ") is issued in accordance with the provisions of the State's Procurement Code contained in Hawaii Revised Statutes ("HRS") chapter 103D and the Hawaii Administrative Rules ("HAR") there under. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities and State law. The submission of a properly executed quote by an Offeror shall constitute certification and representation of such knowledge.

POINTS OF CONTACT

The individuals listed below shall be the points of contact ("POC") for this:

Kelley O'Leary Infection Preventionist Department of Health 1000 Bishop Street Honolulu. HI 96813 kelley.oleary@doh.hawaii.gov

Amber L. Wright Procurement Officer Department of Health 1000 Bishop Street, Suite 200 Honolulu. HI 96813 amber.wright@doh.hawaii.gov

PROCUREMENT OFFICER

The Procurement Officer or his or her designee shall serve as the State's primary liaison with the Offeror in working with other State staff during the procurement period. The Procurement Officer or his or her designee shall provide overall direction during the procurement period, and monitor and assess the Offeror's submittals.

The Procurement Officer for the solicitation is: Amber L. Wright.

ELECTRONIC PROCUREMENT & SUBMISSION OF QUOTES

The State has established the HIePRO system to promote an open and transparent system for vendors to compete for State contracts electronically. Offerors interested in responding to this

solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office ("SPO") website: <u>http://spo.hawaii.gov/HIEPRO/;</u> select HIePRO Vendor Registration and then select HIePRO Vendor Registration Guide.

The Vendor shall be subject to a one-time mandatory HIePRO fee of .75% (.0075) of the award amount or \$5,000.00, whichever is less. The Contractor will be invoiced directly. Payments must be made within thirty (30) days from receipt of invoice.

Quotes shall be submitted and received through HIePRO by 4:00 p.m., HST on the date specified on page one (1) of this solicitation. This electronically submitted quotes shall be considered the original.

SOLICITATION AMENDMENTS

The State reserves the right to amend this solicitation any time prior to the closing date for final receipt of quotes. Amendments will be issued as addenda and will be posted on the HIePRO solicitation.

QUESTIONS AND ANSWERS

An Offeror may submit a written question regarding this solicitation in the Q&A tab in HIePRO. Questions must be submitted by the date and time listed in HIePRO. The DOH-DOCD will provide answers to questions at the date and time listed in HIePRO. Questions submitted outside of HIePRO will not be answered.

CANCELLATION OF SOLICITATION/REJECTION OF QUOTES

The State reserves the right to cancel the solicitation when, in the State's opinion, such cancellation is in the best interest of the State.

The State may reject quotes, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.

The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this solicitation is canceled, or a quote is rejected.

Multiple, alternate, or conditional quotes shall not be accepted.

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 §11-355, 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.

COMPLIANCE WITH LAWS

Proof of Compliance for contract/Awards for Small Purchase method of Procurement Contracts is required. Acceptable documentation of proof shall be via the Hawaii Compliance Express ("HCE").

The HCE is an electronic system that allows vendors doing business with the State of Hawaii to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and the Department of Commerce and Consumer Affairs.

Vendors should register with HCE prior to submitting an offer at the <u>https://vendors.ehawaii.gov</u>. The annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" or approved replacement is required **prior to the award** and for final payment.

Vendors are advised to register with HCE as soon as possible. Vendors that are not compliant on HCE at the time of award will not be eligible to be awarded the contract.

Quotes from vendors found not compliant with appropriate state and federal statutes will not be accepted.

Vendors are advised that if awarded a contract under this solicitation, they will, upon the award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR; §103D-328, HRS; and §103D-310(c), HRS:

- a. Chapter 237, tax clearance;
- b. Chapter 383, unemployment insurance;
- c. Chapter 386, workers' compensation;
- d. Chapter 392, temporary disability insurance;
- e. Chapter 393, prepaid health care; and
- f. One of the following
 - 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii Business"); or
 - 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

CONTRACT PERIOD AND EXECUTION

The Vendor shall invoice the State of Hawaii Department of Health Disease Outbreak Control Division ("DOH-DOCD") for requested items, inclusive of any applicable taxes and fees.

The Vendor shall be available by phone and email during the DOH-DOCD's normal office hours. All questions raised during the course of the work shall be promptly addressed as soon as possible (not to exceed twenty-four (24) hours) to the DOH-DOCD POC.

BASIS OF AWARD

DOH-DOCD shall consider all responsive and responsible quotes received. An award shall be made to the Offeror offering the lowest responsive and responsible price. If the lowest price does not meet the DOH-DOCD's specification requirement or is not practicable, the award may be made to the Offeror whose offer represents the best value to the division. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance. The award of the contract shall be contingent upon availability of federal/state funds.

INVOICING AND PAYMENT

Upon successful delivery of all test kits to facilities identified by DOH-DOCD, the Contractor shall provide an original invoice with reference to contract and/or purchase order number, a list of the number of tests shipped to each facility along with delivery dates, and delivery confirmation attached to:

If electronically:

Kelley O'Leary kelley.oleary@doh.hawaii.gov

If by mail:

Department of Health Disease Outbreak Control Division Kelley O'Leary 1000 Bishop Street Honolulu, Hawaii 96813

Section 103-10, HRS provides that the State shall have thirty (30) calendar days after receipt of the invoice or satisfactory completion of the contract to make payment. For this reason, the DOH-DOCD may reject any offer submitted with a condition requiring payment within a shorter period. Further, the DOH-DOCD may reject any offer with a condition requiring interest payment 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 the award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

A Tax Clearance Certificate, current within a two (2) month period, is required as a prerequisite to final payment on this contract. In addition, an original "Certificate of Compliance" for Final Payment will be required for final payment.

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 Specifications and Special Conditions in addition to the recourse stated herein, the DOH-DOCD 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 become due to the contractor, the difference between the bid price quoted in the contract and the actual cost to the DOH-DOCD. In case any moneys due to the contractors are insufficient for said purpose, the Contractor shall pay the difference upon demand by the DOH-DOCD. The DOH-DOCD may utilize any other remedies as provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL CONDITIONS

The vendor shall accept the Attorney General's General Conditions, attached hereto as Attachment 1. The Special Conditions, outlined in Attachment 2, will supplement the General Conditions outlined in Attachment 1.

SECTION II

BACKGROUND AND SCOPE OF SERVICES

BACKGROUND

Homeless shelters have provided feedback indicating the increased need for COVID-19 self-tests they can use for guests and staff. The Centers for Disease Control and Prevention ("CDC") <u>COVID-19 guidelines</u> recommend testing five (5) days following an exposure. COVID-19 self-tests provide early identification and isolation of people who may be unknowingly spreading the virus. DOH-DOCD is seeking to purchase Federal Drug Administration ("FDA") Emergency Use Authorization ("EUA") approved COVID-19 self-tests for use in homeless shelters.

SCOPE OF WORK

A. RESPONSIBILITIES

- 1. The Vendor shall furnish all personnel, equipment, materials, tools, supplies, transportation and appurtenances required to deliver a nine thousand, three hundred and sixty (9,360) FDA/EUA approved COVID-19 STKs in the specified amounts to the ten (10) different homeless shelters identified in Exhibit "A," HOMELESS SHELTERS DELIVERY POINTS. The amount of COVID-19 STKs are subject to change at the STATE's discretion based on need.
- 2. COVID-19 STKs shall meet the following minimum specifications:

Application:	Respiratory Test Kit		
CLIA Classified:	CLIA Waived		
Shelf Life:	12 months from time of delivery, minimum		
FDA Authorization:	FDA-EUA Authorized		
HCPCS:	U0002		
Reading Type:	Visual Read		
Sample Type:	Nasal Swab Sample		
Specialty:	Immunoassay		
Test Format:	Cassette Format		
Test Kit Type:	Rapid		

Test Method:	Lateral Flow Immunochromatographic Assay		
Test Name:	COVID-19 Antigen OTC		
Test Type:	Antigen Detection		
Time to Results:	15 Minute Results		
UNSPSC Code:	41116205		
Intended Use:	Home Use; Self-Administered		
Packaging:	2 Tests per Kit		

3. The Vendor shall be held responsible for ensuring that test kits are properly packaged, free of defects, and are not expired.

B. ASSUMPTIONS

- 1. DOH-DOCD has identified all delivery points and quantities of tests to be delivered.
- 2. If anything should occur that may impact the deliveries, vendor shall immediately inform DOH-DOCD.
- 3. Fiscal oversight will be provided by the DOH-DOCD.
- 4. Shelter POCs will inspect the delivered items, and should any damage or defect be found promptly contact the vendor to facilitate replacement and inform DOH-DOCD POC of the identified issue.

SECTION III

QUOTE SUBMISSION INSTRUCTIONS AND REQUIREMENTS

SUBMISSION OF QUOTES

- A. To be considered responsive, an Offeror's quote must be for all items specified in this solicitation (and subsequent addenda, if any.) Any quote offering any other set of terms and conditions contradictory to those included herein (or in any subsequent addenda) may be rejected without further consideration.
- B. An Offeror shall submit a one (1) page summary via HIePRO including:
 - 1. Number of years in business;
 - 2. Availability of product requested;
 - 3. Lead time for delivery;
 - 4. Brand and number of test kits per package being proposed;
 - 5. Specification sheet for proposed test kits; and
 - 6. Disclosure of any lawsuits the Offeror has been involved in within the last ten (10) years.

An Offeror who fails to submit the aforementioned summary may be deemed non-responsive.

- C. An Offeror shall furnish proof of compliance and submit with its quote. Proof of compliance may be submitted by providing the Offeror's compliant HCE certificate, or submission of all required compliance documents as outlined in Section 1, Administrative Overview, *Compliance with Laws*. An Offeror who fails to submit proof of compliance with its quote may be considered non-responsive and its quote be rejected.
- D. An Offeror is required to submit its quote using the Offeror's exact legal name, as registered in the state in which it is incorporated. Failure to do so may delay proper execution of the contract.
- E. All materials submitted shall become the property of the State, unless otherwise noted, and shall not be returned.
- F. Quotes shall be submitted via HIePRO and must be received by the submittal deadline. Any quotes received after that date and time shall be rejected. Faxed or e-mailed quotes shall not be accepted or considered for award.
- G. Quotes submitted via HIePRO shall reflect the TOTAL DELIVERED PRICE. The total price of all nine thousand three hundred sixty (9,360) tests plus delivery shall be submitted for the line item. Unit price and delivery shall be broken out in the comment section of the line item in for following format:

Unit Price per test kit \$XX.XX Total delivery: \$XX.XX

H. Offeror shall submit required certifications, outlined in Section I, Administrative Overview: Compliance with Laws, with quote. Quotes received without proof of compliance may be rejected. Any and all costs incurred by an Offeror in preparing or submitting a quote shall be the Offeror's sole responsibility and shall not be reimbursed by the State.

SECTION IV

ATTACHMENTS AND EXHIBITS

- ATTACHMENT 1: GENERAL CONDITIONS
- ATTACHMENT 2: SPECIAL CONDITIONS
- EXHIBIT A: HOMELESS SHELTER DELIVERY POINTS

EXHIBIT A HOMELESS SHELTER DELIVERY POINTS

Managing Organization	Address	Point of Contact	# of tests
Bridge House, Inc.	P.O. Box 2489, Kailua- Kona, HI 96745 Physical address :78- 6687B Mamalahoa Hwy, Holualoa, HI 96725 Gate 1212	Andi Pawasarat- losalio	540
Hale Iki Family Assessment Center Neighborhood Place of Puna	16-105 Opukahaia St, Keaau, HI 96749	Joanna	540
Hope Services Hawaii	357 Waianuenue Ave. Hilo, HI 96720	Kali French	3780
The Salvation Army Emergency Shelter	UPS Fed Ex 1786 Kinoole St Hilo, HI 96720 USPS PO Box 5085 Hilo, HI 96720	Roxanne Costa	540
Ka Hale A Ke Ola Homeless Resource Centers, Inc. (KHAKO HRC, INC.)	670 Waiale Rd, Wailuku, HI 96793	Sue Sedecki	540
ASI - Transitional and Youth Shelter - Ohana Ola O Kahumana	86-704 Lualualei Hmstd Rd, Waianae, HI 96792	Desiree Caminos	1080
ASI - Emergency Shelter	460 Saddle City Road Wailmanalo 96795	Destiny Pakele	540
DOH EKOLU - Windward Oahu	1110 University Avenue, Suite 411 Honolulu, HI 96826	Tanye Moriwaki	1080
IHS Kaaahi Women's Shelter	546 Kaaahi St., Honolulu, HI 96817	Jennifer Hickman	540
Kealahou West Oahu (KWO)	50 Belleau Woods St., Kapolei, HI 96707 (Barber's Point)	Danni Duseigneur	180

9,360