

**PROCUREMENT FOR
DENTAL SUPPLIES AND MATERIALS**



**STATE OF HAWAII
DEPARTMENT OF HEALTH
DEVELOPMENTAL DISABILITIES DIVISION
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 have a physical office located on the island of Oahu from where they conduct business and where they will be accessible by telephone calls and in-person for questions about product specifications and availability, order status, claim status for missing orders or products, and/or inquiries for information which need immediate attention. An answering service is not acceptable.
- b) 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.
- c) 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:

OFFER FORM

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- (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.
- d) 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.
- e) A copy of current and signed W-9.
- 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

State of Hawaii, Department of Health, Developmental Disabilities Division (“DDD”), Hospital & Community Dental Services Branch (“HCDSB”) (herein “STATE”) is seeking quotes for purchase and shipping of dental materials and supplies. Shipping shall be made by priority or express shipping by the United States Postal Services, United Parcel Services, or FedEx with tracking numbers.

SCOPE OF SERVICES

1. THE CONTRACTOR’S ACTIVITIES:

The CONTRACTOR shall:

- A. Purchase and deliver dental supplies and materials as ordered by the STATE throughout a twelve (12) month period.
- B. Deliver the dental supplies and materials ordered by the STATE by priority or express shipping by the United States Postal Services, United Parcel Services, or FedEx with tracking numbers with seven (7) days from the date that the order was placed by the STATE.
- C. Ship the dental supplies and materials ordered by the STATE to the following location.

State of Hawaii, Department of Health
Developmental Disabilities Division
Hospital & Community Dental Services Branch
1700 Lanakila Avenue, Room #203
Honolulu, Hawaii 96817
- D. Ship the dental supplies and materials ordered by the STATE within five (5) business days from the date that the order was placed by the STATE.
- E. Notify the STATE within five (5) business days from the date that the order was placed by the STATE if any of the dental supplies and materials ordered by STATE are backordered and provide an estimated delivery date for the backordered items.
- F. Ensure that the total purchased quantity per item does not exceed the “Total Annual Quantity” listed in Exhibit “A”.
- G. Ensure that the actual unit price billed to the STATE does not exceed the “Unit Price Per Item with Tax”.

INSTRUCTIONS

1. Refer to Exhibit “A” and the Exhibit “A” Instructions listed below.
2. Complete the sections highlighted in yellow in Exhibit “A” and submit complete Exhibit “A” when submitting a bid on HlePRO.
3. The Contract shall be awarded based upon the “Total Price inclusive of all fees and taxes”.
4. Enter the total amount for this procurement on HlePRO. The amount submitted on HlePRO must match “Total Price inclusive of all fees and taxes” in Exhibit “A”.
5. Bidders are required to submit a “unit price” for each item that is calculated on the “unit quantity measure” multiplied by “cost per unit quantity measure” for **all listed dental items** in order to be considered for the Contract award. No partial bids will be accepted.
6. Each order will be a minimum of \$100.00.
7. All purchases are contingent on the availability of funds, which is subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes.

EXHIBIT “A” INSTRUCTIONS:

Exhibit “A” is organized into three (3) sections:

1. SECTION A, PART 1: GENERIC ITEMS

- A. Provide “Unit Quantity” and “Cost Per Unit Quantity”.
- B. Any brand is acceptable for each specific item described.

2. SECTION A, PART 2: BRAND NAME ITEMS

- A. Provide “Unit Quantity” and “Cost Per Unit Quantity”.
- B. “Cost Per Unit Quantity” is only for the specific brand identified. No substitutions of other brands shall be permitted.

3. SECTION B: GENERIC GROUPS AND BRAND NAME ITEMS

GENERIC GROUPS

- A. Provide “Unit Quantity” and “Cost Per Unit Quantity”.
- B. The “Unit Price Per Item with Tax” is the amount the STATE will pay to purchase any specific unit item described within each group of items.
- C. Any brand is acceptable for each specific item described.

BRAND NAME ITEMS

- A. Provide “Unit Quantity” and “Cost Per Unit Quantity”.
- B. The “Unit Price Per Item with Tax” is the amount the STATE will pay to purchase any specific unit item described within each group of items.
- C. The “Unit Price Per Item with Tax” is only for the specific brand described. No substitutions of other brands shall be permitted.

4. SECTION C: TOTAL CALCULATIONS

- A. Provide “Total Price for Shipping/Freight/Handling/Fuel costs and any other fees” for all orders placed during the Contract period. Each order will be a minimum of \$100.00.
- B. The Contract shall be awarded based upon the lowest “Total Price inclusive of all fees and taxes”.
- C. HlePRO requires a vendor to enter the total amount for this procurement. The amount submitted to HlePRO needs to match the “Total Price inclusive of all fees taxes” amount specified in “Exhibit A”.

CONTRACT TERM

The Contract shall be for a period of twelve (12) months.

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 entire services per its Bid Quote.

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
Telephone: (808) 587-6043
Facsimile: (808) 586-5844

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

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

*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. The Bidder shall have a physical office located on the island of Oahu from where they conduct business and where they will be accessible by telephone calls and in-person for questions about product specifications and availability, order status, claim status for

missing orders or products, and/or inquiries for information which need immediate attention. An answering service is not acceptable.

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.
3. The Bidder shall have at the time of bidding, a certificate for insurance that complies with the requirements of this solicitation.

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.hawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC.

SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Appointment to inspect the site may be made by contacting the Issuing Officer between the hours of 8:00 a.m. to 3:00 p.m., except on weekends and State holidays.