



RELEASE DATE: October 15, 2024

SOLICITATION # 25000744
INVITATION FOR BIDS (IFB) FOR
STATE OF HAWAII DEPARTMENT OF HEALTH

OFFERS ARE DUE AT

10:00 AM HAWAIIAN STANDARD TIME (HST) ON OCTOBER 30, 2024

BY SUBMISSION TO THE HAWAII STATE EPROCUREMENT SYSTEM (HIEPRO)

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and

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii, Department of Health – Kauai District Health Office (State) seeks to enter into an agreement for the acquisition, leasing, and maintenance of hybrid vehicles. This Invitation For Bids (IFB) will address such factors such as multiple vehicle acquisition, leasing options, interest rates, and maintenance for State Vehicles.

1.2 CANCELLATION

The IFB may be cancelled and any or all bids rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
HlePRO	=	State of Hawaii eProcurement System
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office

1.4 IFB SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as “Bid Due date/time” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the IFB Schedule and Significant Dates shall be reflected in and issued in an addendum in HlePRO. The approximate schedule is as follows:

Release of Invitation for Bids	October 15, 2024
Pre-Bid Conference	October 18, 2024
Due date to Submit Questions	October 22, 2024
State’s Response to Questions*	October 23, 2024
Bid Due date/time	
Bid Evaluations	October 31, 2024
Discussion with Priority Listed Offerors (if necessary)	October 31, 2024
Best and Final Offer (if necessary)	November 1, 2024
Notice of Award	November 1, 2024

The purpose of the pre-bid conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-bid conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this IFB.

Offerors are advised that anything discussed at the pre-bid conference does not change any part of this IFB. All changes and/or clarifications to this IFB shall be done in the form of an addendum in HlePRO.

The pre-bid conference will be held as follows:

Date: October 18, 2024

Time: 10:30 AM

Location: Kauai District Health Office, 3040 Umi Street, Lihue, HI 96766

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF BIDS

All questions shall be submitted by the due date specified in Section 1.4, *IFB Schedule and Significant Dates*.

The State will respond to questions through Addenda/Amendments posted in HlePRO by the date specified in Section 1.4, *IFB Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The State is interested in receiving bids for the following:

- A. VEHICLE ACQUISITION.** The State is interested in receiving bids for the lease of up to two (2) new 4-door Hybrid engine trucks for official business use only, based on the availability of funds. The vehicles to be leased are specified herein. Submit unit prices for proposed vehicles.
- B. LEASING.** The State would like to consider leasing options with a three (3) year term. The lease of the vehicles shall be a closed-end lease and shall be for the term specified herein. Terms and conditions must be provided in detail including:
 - 1. Maximum allowance of miles to accrue during the term of the lease.
 - 2. Penalties for exceeding the maximum mileage limits.
 - 3. Monthly lease payments and details of calculations.
 - 4. Penalties and grace periods for late/missed payments.
 - 5. Rules regarding early terminations of the lease.
 - 6. Reserved rights allowed by the State to change vehicle lease terms, including but not limited to, increasing, or decreasing the number of vehicles, and changing the type of one or more vehicles.
 - 7. Customer services that include a local point of contact and additional customer assistance provided during the leased period.
 - 8. End of lease term options such as extensions, purchase options, and/ or exchange of vehicle for new lease.
- C. MAINTENANCE.** The State currently does not have a fleet maintenance program and is interested in receiving bids for the maintenance of leased vehicles.

2.2 SCOPE OF WORK

A. VEHICLE ACQUISITION -- SPECIFICATIONS

The leasing of up to two (2) new 4-door Hybrid engine trucks for the State, shall be in accordance with the provisions of this IFB, minimum vehicle specifications are specified herein, and included by reference, the State Procurement Office (SPO) General Provisions, dated 2023, or as amended, and the Attorney General (AG) General Conditions, Form AG-008, as amended.

The vehicles shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.

If requested by the State, operator training shall be provided at the delivery location by a manufacturer's representative. The vehicles shall be completely serviced and in full operational condition upon delivery. The Contractor shall provide a copy of the owner-operator manual and a copy of the maintenance/parts manual at the time the vehicles are delivered.

Accessory equipment installed on the vehicles shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect workmanship or against all design and manufacturing defects. The Contractor shall replace or repair defective material and/or workmanship at no cost, for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

The warranty period shall begin from the time the vehicles are delivered to the State until and including the time the vehicles are returned. The warranty documents shall be with the vehicles and shall detail manufacturer's obligation and warranty procedures.

The vehicles offered shall meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) safety requirements, and any other Federal or State safety requirements.

All quantities listed represent minimum specifications, unless otherwise specified. Vehicles must come with original factory equipment with no aftermarket modifications, alterations, or retrofits to meet required specifications. Repair facility with parts should be on the Island of Kauai.

- 1. MODEL: Ford Maverick, Toyota Tacoma, or similar
- 2. YEAR: 2024 or newer
- 3. WHEELBASE: 101-inch minimum
- 4. ENGINE: 4 Cylinder, Gas Powered Hybrid Battery
2.0 L minimum
- 5. TRANSMISSION: Automatic
All-wheel drive, minimum
- 6. STEERING: Power or power assisted
- 7. BRAKES: Power or power assisted
Front disc
Rear anti-lock
- 8. WHEELS: 15-inch minimum Radial Tires
Full-size spare tire

- Jack and wheel wrench
- 9. INTERIOR:
 - 5-passenger seating capacity
 - Air conditioning
 - Power windows
 - Power door locks
 - Reverse camera with integrated display
 - AM/FM radio
 - Dual/front air bags (SRS)
 - Front and rear floor mats
 - Standard vinyl or cloth upholstery
- 10. EXTERIOR:
 - Four (4) Side Doors
 - Dual Exterior Side Mirrors
 - Factory Tinted glass all windows
 - Must install and remove the State/Department Logo/Decal
 - Minimum ground clearance: 7 inches
- 11. OTHER:
 - Operator's manual
 - Owner's Manual
 - Two (2) sets of keys with remote keyless entry system programmed (if applicable).
 - Vehicle Safety Inspection, Annually
 - Hybrid Battery: 10 year, 100,000 miles

B. MAINTENANCE INCLUDED

The Offeror shall provide, but not limited to:

1. Powertrain coverage warranty for leased vehicles
2. All recommended preventative maintenance services per a schedule prescribed by the manufacturer (oil changes, tune-ups, etc.) All incidentals and parts required for preventative maintenance.
3. All unscheduled and common repairs for engines, transmissions, alternators, etc.
4. Wheel alignments and tire rotation.
5. Emergency Roadside assistance and towing – Offeror must provide that State with a local number to call 24 hours a day, 7 days a week.
6. The Offeror must be willing to contact the State via email to each Vehicle Custodian on notifications and maintenance pertaining to each vehicle.

2.3 TERM OF CONTRACT

The contract shall be for a period of three (3) years, based on the availability of funds.

2.4 RECEIPT OF DELIVERY

The vehicles shall be delivered to the Kauai District Health Office, 3040 Umi Street, Lihue, HI 96766, on a date and time agreed upon by Contractor and State. Contractor

shall notify Jackie Teves at the State at 808-645-0453 if there are any unforeseen circumstances or deviations to this arrangement.

SECTION THREE

BID FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the award will be to that Offeror.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a bid, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 This IFB is issued under the provisions of Hawaii Revised Statutes (HRS) Chapter 103D. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid bid by any applicable shall constitute admission of such knowledge on the part of the Offeror.

3.2.3 Should Offeror find defects and questionable or objectionable items in the IFB, Offeror should notify the Department of Health-Kauai District Health Office in writing prior to the deadline for written questions as stated in the *IFB Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the IFB by addendum and mitigate reliance of a defective solicitation and exposure of bid(s) upon which award could not be made.

3.3 BID PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a bid shall be the Offeror's sole responsibility whether or not any award results from this IFB. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this IFB is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offeror is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, Hawaii, Maui, Molokai, and Kauai. 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.

Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all services provided to the State.

3.5 PROPERTY OF STATE

All bids become the property of the State.

3.6 CONFIDENTIAL INFORMATION

3.6.1 All information, data, or other material provided by the Offeror to the State shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. If an Offeror believes that any portion of a bid, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this IFB in writing and provide justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

3.7 BID OBJECTIVES

3.7.1 Bids shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis should be on completeness and clarity and content.

3.7.2 When an Offeror submits a bid, it shall be considered a complete plan for accomplishing the tasks described in this IFB and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this IFB.

3.7.3 The bid shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this IFB as stated in Section 2.2 SCOPE AND GENERAL SPECIFICATIONS.

3.7.4 Offeror's bid should include an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.8 BID FORMS

3.8.1 To be considered responsive, the Offeror's bid shall respond to and include all items specified in this IFB and any subsequent addendum. Any bid offering any other set of terms and conditions that conflict with the terms and conditions providing in the IFB or in any subsequent addendum may be rejected without further consideration.

3.8.2 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 first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of bid on HlePRO. The submission of the bid on HlePRO shall indicate Offeror's intent to be bound.

3.8.3 Offer Form, Page OF-2. Unit prices shall be based on a three (3) year lease, delivery to the Kauai District Health Office, 3040 Umi Street, Lihue, HI 96766 and include the following pricing inclusions and conditions:

- A. Unit prices shall be firm;
- B. Include all applicable taxes, including the GET, currently 4.5% for all sales made on Kauai. The GET shall not exceed the current rate for Kauai.
- C. Include all other costs including, but not limited to, travel, materials, transportation, mileage, instructional training in the use of the vehicle and its equipment, if requested, and delivery of the materials to the delivery location specified on the appropriate Offer Form, OF-2; and
- D. Submit prices in terms of the unit shown on Offer Form, OF-2. The price shall be all-inclusive; and that no other charges will be honored, except as specified herein.

3.8.4 OFFEROR'S QUALIFICATIONS

State License. HRS Chapter 437, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in leasing vehicles to the State shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form.

Service Facility. At the time of offer, Offeror shall have an established place of business on Kauai, as provided on appropriate Offer Form, page OF-2, with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles offered.

Failure on the part of the Offeror to meet this requirement shall result in rejection of offer.

3.8.5 BRAND NAME(S) AND MODEL NUMBER(S)

The Offeror shall identify on the appropriate Offer Form page(s) the exact manufacturer name(s) and product model number(s), order number(s) or other identifier(s) of the vehicle and its components Offeror proposes to furnish. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of offer. If any of the called for elements or product information are missing from the Offeror's offer, the State will not be able to determine from the information given whether the product is acceptable or not. No Offeror will be allowed to alter, change and/or revise the product identification after opening. This is to ensure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers.

Any alteration(s) or modification(s) made to the model(s) offered shall be identified by the Offeror. Offeror shall ensure that full product warranty/guarantee shall apply to altered or modified model(s).

3.8.6 BROCHURES AND/OR SPECIFICATIONS LITERATURE

The burden of proof as to the quality and suitability of the vehicle offered to the specifications stated herein is on the Offeror. Accordingly, Offeror should submit brochures and/or specifications literature verifying that the vehicle offered conforms to the specifications. If and when requested, Offeror shall at its own expense, within two (2) business days from date of the State's request, furnish any additional information necessary or relating thereto, and/or exact sample of the vehicle being considered for award. The State will be the sole judge as to the comparative quality and suitability of the vehicle offered and its decision will be final.

3.8.7 QUALITY OF VEHICLE

The vehicle furnished under these specifications shall be new and of the best quality of its respective kind. The vehicle shall be free from defects that may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any rejected vehicle shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

3.8.8 WARRANTY

The vehicle furnished shall be fully guaranteed for the term of the lease, including any extension periods. The warranty period shall begin from the date the vehicle is delivered. The warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. The Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

All of the Contractor's or manufacturer's usual warranties shall become a part of the contract, except that the terms and conditions of the contract shall prevail in cases of conflict.

3.8.9 CERTIFICATES REQUIRED

The following items shall be submitted upon the vehicle's delivery from its specified dealership location herein:

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g., vehicles with post-factory modifications or alterations). The certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The Contractor shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the County where the vehicle is delivered.

The Contractor shall provide State of Hawaii license plates.

3.9 BID CONTENTS

Bids must:

- 3.9.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this IFB.
- 3.9.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's bid.

- 3.9.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.9.4 Provide all of the information requested in this IFB in the order specified.
- 3.9.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.
- a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities.
 - 1) A complete, relevant, and current client listing.
 - 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this IFB.
 - 3) A list of key personnel for those who will be dedicated to this project.
 - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 5) 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.
 - c. Bid including an overall strategy, timeline and plan.
 - d. Pricing.
See SECTION SEVEN, Attachment 2, Offer Form OF-2.

3.10 RECEIPT AND REGISTER OF BIDS

Bids will be received, and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of bids and bids of the Offeror(s) shall be open to public inspection upon posting of award pursuant to HRS §103D-701.

3.11 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall be requested from the Offeror. The Offeror shall submit its BAFO, and any BAFO received after the deadline or not received shall not be considered.

3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.12.1 The Offeror may modify or withdraw a bid before the bid due date and time.

3.12.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.13 MISTAKES IN BIDS

3.13.1 Mistakes shall not be corrected after award of contract.

3.13.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the bid. If the Offeror alleges mistake, the bid may be corrected or withdrawn pursuant to this section.

3.13.3 Once discussions are commenced or after BAFOs are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the bid until the time and date set for receipt of BAFOs.

3.13.4 If discussions are not held, or if the BAFOs upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the bid, in which event the bid may not be withdrawn.

3.13.5 If discussions are not held, or if the BAFOs upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a bid non-responsive may be permitted to withdraw the bid if: the mistake is clearly evident on the face of the bid but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if BAFOs upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed bids required by the request for bids; sign the bid, but only if the unsigned bid is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for bid, but only if it is clear from the bid that the Offeror received the

amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR
EVALUATION & AWARD

4.1 Bid Evaluation

All bid offers received by the due date and time will be reviewed by the State. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods, shall be known as a “responsible bid.”

4.2 Method of Award

An award shall be made to the responsible and responsive bidder submitting the lowest Unit Bid Price on the Bid Offer Form. To be considered a responsive bid and eligible for award, the interested offeror shall complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

In the event there are no responsive and responsible bid offers, the State may use an alternative procurement method pursuant to HAR §3-122-35. The State may re-solicit or conduct an alternative procurement method for the services.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF BIDS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate bids. The evaluation will be based solely on the evaluation criteria set out in Section Four of this IFB.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, bids may be accepted without such discussions.

If numerous acceptable and potentially acceptable bids are submitted, the evaluation committee may limit the priority list to the three highest ranked responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their bids to ensure thorough, mutual understanding. The State in its sole discretion may schedule the time and location for these discussions, generally within the timeframe indicated in *IFB Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the bids before requesting BAFOs, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror whose bid is determined to be the most advantageous to the State based on the evaluation criteria set forth in the IFB.

Multiple Awards. Multiple awards may be made depending on the availability of budget and number of vehicles needed.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following HRS chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. HRS §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Vendor Compliance - Hawai'i Compliance Express (HCE). Vendors may choose to use HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State 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 Department of Commerce and Consumer Affairs.

Timely Registration on HCE. Vendors/contractors/service providers intending to use HCE to demonstrate compliance are advised to register with HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider that is using HCE is not compliant on HCE at the time of award, an Offeror will not receive the award.

Verification of Compliance on HCE. The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

Vendor Compliance – Paper Documents. Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Offeror.

HRS Chapter 237 tax clearance requirement for award. Pursuant to HRS §103D- 328, the lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to HRS §103D-310(c), the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State.

The *DLIR Form LIR#27* Application for Certificate of Compliance with HRS §3-122-112 and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>

Compliance with HRS §103D-310(c) for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

Timely Registration. The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible may not receive the award.

Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the State reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

ELECTRONIC PROCUREMENT

The State established the HlePRO to electronically solicit and receive offers for procurements. Offerors interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the SPO website: <http://spo.hawaii.gov>, click on HlePRO, then click on the link to sign up and create an account.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5,000 for the award. This transaction fee shall be based on the initial award amount or estimated amount, and Vendor shall be responsible for payment of the fee to Tyler Hawaii, the vendor administering HlePRO.

PAYMENT TO TYLER HAWAII

HlePRO is administered by Tyler Hawaii. Tyler Hawaii will invoice the awarded vendor directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with Tyler Hawaii. To receive the credit, the vendor must make a request to Tyler Hawaii for a credit.

5.5 BID AS PART OF THE CONTRACT

This IFB and all or part of the successful bid may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF BIDS

Except for confidential portions, the bids shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Jackie Teves, Administrative Officer
Department of Health
Kauai District Health Office
3040 Umi Street
Lihue, HI 96766

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; 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. A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or, if debriefing is requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards, & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 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.

5.11.2 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5.11.3 The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

5.11.4 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."

5.11.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.12 REQUIREMENTS FOR PERFORMANCE BONDS

Not applicable.

5.13 INVOICING AND PAYMENT

The State will make installment payments via purchase order/check.

Invoices should be sent to:

Kauai District Health Office
State of Hawaii, Department of Health
3040 Umi Street
Lihue, HI 96766

If payment will be made to a third party, Offeror shall indicate exact legal name and provide requested third-party information in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Third party providers will be required to be compliant with all laws governing entities doing business in the State of including the following chapter and pursuant to HRS §103D-310(c). Third party providers should register with Hawaii Compliance Express (HCE) or make sure appropriate paper document are available. Refer to section 5, "Responsibility of Offerors."

Pursuant to HRS §103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS §103-10.

5.14 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: AG GENERAL CONDITIONS
- Exhibit B: SPO GENERAL PROVISIONS
- Exhibit C: CONTRACT FORM