



STATE OF HAWAII
DEPARTMENT OF HEALTH
ADULT MENTAL HEALTH DIVISION &
CHILD AND ADOLESCENT MENTAL HEALTH DIVISION

March 6, 2026

Amendment #1
March 13, 2026

**INVITATION FOR BIDS
IFB NO. HTH-420-1-26**

**SEALED BIDS FOR
SERVICES TO UPDATE HAWAII'S STATEWIDE DISASTER
AND EMERGENCY BEHAVIORAL HEALTH RESPONSE PLAN**

WILL BE RECEIVED UP TO 2:00 P.M. ON

MARCH 20, 2026

BY THE DEPARTMENT OF HEALTH, ADULT MENTAL HEALTH DIVISION, 1250 PUNCHBOWL STREET, ROOM 256, HONOLULU, HI 96813 VIA HIePRO, <https://hiepro.ehawaii.gov>. ONLY ELECTRONIC SUBMISSIONS SHALL BE ACCEPTED.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
doh.amhdcontracts@doh.hawaii.gov

Procurement Officer
STATE of Health
State of Hawaii
1250 Punchbowl Street
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 in the General Conditions Form AG-008, by reference made a part hereof and available upon request; 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 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.

The undersigned represents: **(Check one only)**

1. A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
2. A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, and if applicable, registered at the State of Hawaii STATE of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
 Other _____

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:

The following OFFER is hereby submitted for IFB HTH-420-1-26, SERVICES TO UPDATE HAWAII'S STATEWIDE DISASTER AND EMERGENCY BEHAVIORAL HEALTH RESPONSE PLAN of the STATE of Health, Adult Mental Health Division & Child and Adolescent Mental Health Division.

1. INTRODUCTION

The State of Hawaii Department of Health ("STATE"), Adult Mental Health Division ("AMHD") & Child and Adolescent Mental Health Division ("CAMHD") are soliciting bids for services to update Hawaii's Statewide Disaster and Emergency Behavioral Health Response Plans ("Plans"). The purpose of this project is to strengthen Hawaii's capacity to provide coordinated, evidence-based behavioral health services during disasters and emergencies.

The selected vendor shall coordinate and facilitate planning activities, assess existing disaster behavioral health capabilities, update relevant plans and agreements, and support the development and delivery of training and simulation exercises. The Plans shall align with local, state, and federal emergency response framework and be designed to be activated during future disasters and emergencies.

2. ADMINISTRATIVE OVERVIEW

Offerors are encouraged to read each section of the IFB thoroughly. While sections such as administrative overview may appear similar among IFBs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Offeror to understand the requirements of each IFB.

- A. Written questions must be received by the date and time specified in HlePRO. The purchasing agency will respond to written questions to the IFB at the date and time specified in HlePRO.
- B. Offerors shall designate those portions of their bid that contain trade secrets or other proprietary data that are to remain confidential, subject to section 3-122-30(c) and (d). The material designated as confidential shall be readily separable from the bid to facilitate public inspection of the nonconfidential portion of the bid. *Note that price is not considered confidential and will not be withheld.*
- C. This IFB is issued under the provisions of the Hawaii Revised Statutes ("HRS") Chapter 103D and its administrative rules, Hawaii Administrative Rules ("HAR") Chapters 3-120 to 3-132. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a bid by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.
- D. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and in accordance with §103D-309, HRS, and subject to the availability of State and Federal funds.
- E. A Notice of Award of the Contract shall be made to the lowest responsive, responsible Offeror.
- F. The Notice of Award shall be made available in HlePRO. Failure by the chosen vendor to inform the Contact Person of an intent to accept the award within five days of the Notice of Award will be deemed a rejection of the award. The chosen vendor shall accept award by emailing the Contact Person listed in this IFB.
- G. Pursuant to HAR §3-122-97, a bid shall be rejected for reasons including but not limited to:
 - 1) The Offeror is nonresponsive as determined in [HAR 3-122] subchapter 13; or
 - 2) The bid is not responsive, that is, it does not conform in all material respects to the solicitation by reason of its failure to meet the requirements of the specifications or other acceptability criteria set forth in the solicitation, pursuant to section 3-122-33.

OFFEROR _____

Company Name

A. LUMP SUM PRICING BY DELIVERABLE

Offerors shall complete Table A below with lump sum pricing for all services described in the Scope of Work. All bid prices shall include all costs, travel, materials, applicable taxes, fees, charges, and any other expenses necessary to complete the scope of work. Offerors must provide pricing for all items listed. If an item is provided at no additional charge, indicated "\$0." Any blank price fields shall be interpreted as no charge.

Bid Item No.	Description	Lump Sum Price
Item 1	Project initiation meeting, workplan, and timeline	\$
Item 2	Comprehensive review and gap analysis report	\$
Item 3	Stakeholder engagement and resource directory	\$
Item 4	Updated disaster & emergency behavioral health plans (draft and final)	\$
Item 5	Two customized disaster behavioral health response training sessions	\$
Item 6	Four Simulation exercises (Oahu, Hawaii Island, Maui, Kauai)	\$
Item 7	Final evaluation and outcome report	\$
Item 8	Interisland airfare/lodging for training or meetings	\$
Item 9	Supplies (printing, training materials)	\$
TOTAL OFFER*		\$

B. PROJECT SCHEDULE AND DELIVERY

OFFEROR shall provide a proposed project schedule in the table below based on an anticipated contract start date of May 1, 2026. The proposed schedule shall demonstrate how all required tasks and deliverables will be completed no later than September 30, 2026.

Deliverable/Task	Proposed Completion Date
Project kickoff meeting and submission of detailed workplan	
Comprehensive review and gap analysis report	
Stakeholder engagement summary and statewide behavioral health resource directory	
Draft Disaster and Emergency Behavioral Health Response Plans	
Two customized training sessions completed	
Four simulation exercises completed	
Final plan, agreements, and outcome/evaluation report	

OFFEROR _____

Company Name

C. QUALIFICATIONS AND CERTIFICATGIONS

Offerors shall complete all fields and check all boxes below, as applicable. By checking each box, the Offeror certifies compliance with the corresponding requirement.

1. Hawaii Compliance

The Offeror certifies compliance with all applicable State laws under HRS §103D-310 and will maintain valid verification through Hawaii Compliance Express (HCE).

2. Experience

The Offeror certifies a minimum of three (3) years of verifiable experience in emergency preparedness, behavioral health planning, or related services for government agencies.

Project 1:

Agency/Organization:

Completion Date:

Project 2:

Agency/Organization:

Completion Date:

Project 3:

Agency/Organization:

Completion Date:

3. Experience with DOH or State of Hawaii?

Yes No

If yes, specify program/division:

4. Qualified Personnel

The Offeror certifies that it employs at least one (1) staff member hold a Project Management Professional or Certified Emergency manager credential.

Name/Title (Optional):

5. Insurance

The Offeror certifies the ability and willingness to meet the insurance requirements specified in the solicitation.

6. Local Presence

The Offeror maintains a principal place of business in the State of Hawaii.

OFFEROR _____

Company Name

SPECIFICATIONS AND SCOPE OF WORK

Amendment #1 - March 13, 2026

1.0 BACKGROUND

The State of Hawaii Department of Health (“STATE”), Behavioral Health Administration through the Adult Mental Health Division (“AMHD”) and the Child and Adolescent Mental Health Division (“CAMHD”), provides a continuum of behavioral health services across the State.

AMHD serves adults with serious mental illness, offering treatment and recovery through state-operated facilities and contracted providers. CAMHD provides community-based mental health services to children and adolescents with serious emotional or behavioral challenges. Together, AMHD and CAMHD are responsible for delivering timely, coordinated behavioral health care to Hawaii residents, particularly those who are uninsured, underinsured, or in crisis.

Hawaii is uniquely vulnerable to both natural and human-caused disasters, including hurricanes, volcanic eruptions, tsunamis, wildfires, and mass-casualty incidents. Recent events, such as the 2023 Maui Wildfires, localized mass-violence incidents, and community level emergencies, have highlighted the growing need for an integrated and coordinated behavioral health disaster response system. During such times, AMHD and CAMHD are called upon to provide leadership, guidance, and mental health support to individuals, families, and communities affected by trauma and loss.

To ensure readiness for future disasters and emergencies, the STATE seeks to strengthen its behavioral health disaster preparedness, response, and recovery capabilities through the development of updated Statewide Disaster and Emergency Behavioral Health Response **Plans (“Plans”)**, including separate plans for AMHD and one for CAMHD. These Plans will identify gaps, coordinate services, and establish clear procedures and agreements across state, county, and federal partners. It will promote a unified, evidence-based approach for responding to the behavioral health care needs of those affected by such events.

This project will assist AMHD and CAMHD in:

- Reviewing and integrating existing disaster and emergency plans;
- Enhance collaboration among behavioral health and emergency-management stakeholders;
- Defining roles, responsibilities, and activation procedures; and
- Building workforce capacity through training, simulation, and system improvement activities.

This initiative reflects the STATE’s ongoing commitment to community resilience, preparedness, and equitable access to behavioral health services during disasters and emergencies.

2.0 SCOPE OF WORK

2.1 OVERVIEW

The Contractor shall furnish all labor, materials, equipment, and services necessary to coordinate and facilitate planning activities, assess existing disaster behavioral health capabilities, update relevant plans and agreements, and support the development and delivery of training and simulation exercises.

The objective of this project is to strengthen Hawaii's capacity to efficiently and effectively provide coordinated, evidence-based behavioral-health services during disasters and emergencies, in alignment with state, county, and federal emergency-management framework. The updated Plans shall be actionable, sustainable, and readily adaptable for activation during future disasters or emergencies.

All activities shall comply with applicable federal and state standards including guidance from Federal Emergency Management Agency ("FEMA"), Substance Abuse and Mental Health Services Administration ("SAMHSA"), and the Department of Health's Office of Public Health Preparedness.

2.2 PROJECT COMPLETION DEADLINE AND PERFORMANCE PERIOD

- A. All work under this contract shall be completed no later than September 30, 2026.
- B. All deliverables and final deliverables shall be scheduled and submitted to allow sufficient time for STATE review and acceptance by September 30, 2026.
- C. Deliverables submitted after September 30, 2026, shall not be eligible for payment unless otherwise approved by the STATE.
- D. The Contractor shall ensure that its proposed workplan and schedule provide sufficient time for STATE review, revision, and final acceptance of all deliverables prior to the completion deadline.
- E. The Contractor shall submit a proposed project timeline as part of its bid demonstrating how all required tasks and deliverables will be completed no later than September 30, 2026.
- F. The final project schedule shall be mutually agreed upon by the Contractor and the STATE after contract award.

2.3 DETAILED TASKS AND DELIVERABLES

All activities shall comply with applicable federal and state standards including guidance from Federal Emergency Management Agency ("FEMA"), Substance Abuse and Mental Health Services Administration ("SAMHSA"), and the Department of Health's Office of Public Health Preparedness.

- A. Project Management and Coordination
 - 1) Conduct a project kickoff meeting within sixty (60) calendar days of Notice to Proceed and/or contract execution.
 - 2) Develop and submit a Workplan and Timeline identifying milestones, responsible staff, and deliverable due dates.

- 3) Provide monthly progress reports summarizing activities, deliverable status, and issues requiring the STATE's input.
- 4) Coordinate and document all meetings, invitations, presentations, and minutes.

B. Review and Gap Analysis

- 1) Review existing AMHD and CAMHD disaster-related plans, Continuity of Operations Plans, after-action reports, preparedness documents, and relevant resources.
- 2) Evaluate alignment with national best practices and other frameworks, including Commission on Accreditation of Rehabilitation Facilities ("CARF") standards and guidance from SAMHSA, FEMA, and other relevant federal or professional bodies.
- 3) Compare Hawaii's behavioral health disaster and emergency response system to approaches used in other states or jurisdictions with comparable demographic, geographic, and resource characteristics to identify transferable models or innovations.
- 4) Conduct a strengths, weakness, opportunities, and threats ("SWOT") analysis specific to Hawaii's behavioral health disaster and emergency response infrastructure.
- 5) Submit a Comprehensive Review and Gap Analysis Report, incorporating benchmarking and SWOT analysis, and provide a summary presentation to STATE leadership.

C. Stakeholder Engagement and Resource Mapping

- 1) Identify relevant stakeholders across local, county, state, federal, and community-based organizations.
- 2) Conduct structured engagement (consultation sessions, interviews, or surveys) to capture system capabilities, gaps, and priorities.
- 3) Develop a Statewide Directory of Behavioral Health Disaster and Emergency Resources in both editable Excel and searchable PDF formats, which includes at a minimum:
 - a) Organization name and contact information;
 - b) Type of resource or service provided;
 - c) Description of the resource or capability, including populations served and geographic coverage;

- d) How to access or activate the resource, including referral or coordination procedures during disaster or emergency response; and
- e) Associate partnerships or memoranda of understanding (“MOU”), if applicable.

D. Plan Development

- 1) Draft and finalize updated Behavioral Health Disaster and Emergency Response Plans, **consisting of one plan for AMHD and a separate plan for CAMHD** that:
 - a) Aligns with the State Incident Command System (“ICS”) structure that can be fully integrated into statewide and county emergency operations when activated;
 - b) Are also applicable to emergencies that fall below the scope of ICS activation (e.g., localized mass violence incidents, community trauma events, or other behavior health emergencies requiring a coordinated response);
 - c) Define activation procedures, roles, and responsibilities across STATE Divisions, partner agencies, and contracted providers;
 - d) Address both adult and youth populations;
 - e) Integrate with county, state, and federal emergency-management plans; and
 - f) Incorporate findings from the SWOT analysis and benchmarking review.
- 2) Develop supporting agreements or MOUs that formalize interagency coordination and response activation protocols.
- 3) Submit draft and final Plans for the STATE review and approval.

E. Training and Exercise

- 1) Identify and prioritize training needs related to behavioral health disaster preparedness, response, and recovery, in collaboration with the STATE Office of Public Health Preparedness.
- 2) Develop and deliver two (2) customized training sessions to build capacity among AMHD, CAMHD, and partner agencies to activate, implement and sustain the updated Behavioral Health Disaster and Emergency Response plan. **Each training session shall accommodate approximately one hundred (100) in-person participants per session, with additional virtual attendees. Locations for training sessions are preferred on the island of Oahu and on one neighboring island (Maui or Hawaii Island). The Contractor shall be responsible for all venue and logistical costs associated with the training sessions.** Each training session shall:

- a) Reinforce participant's understanding of the Plan's structure, activation process, and integration with the ICS;
 - b) Strengthen readiness of behavioral health staff to perform defined disaster roles;
 - c) Incorporate adult-learning principles, culturally responsive content, and Hawaii-specific scenarios;
 - d) Include training materials such as slides, participant handouts, evaluation forms, and certificates of completion; and
 - e) Be conducted in-person with a virtual attendance option, as approved by the STATE.
- 3) Design and conduct four (4) **in-person** disaster behavioral health simulation exercises (one each on Oahu, Hawaii Island, Maui, and Kauai), up to four (4) hours in duration, for approximately fifty (50) STATE and/or partner agency participants. **The Contractor shall be responsible for all venue and logistical costs associated with the exercises. Travel costs for STATE employees shall be the responsibility of the STATE.** The simulation shall:
- a) Test activation, coordination, and communication procedures defined in the Behavioral health Disaster and Emergency Response Plan;
 - b) Be developed and evaluated in accordance with FEMA's Homeland Security Exercise and Evaluation Program guidelines;
 - c) Include required documentation such as Exercise Plan, Situation Manual, Evaluation Guides, Participant Feedback Forms, and After-Action Report/Improvement Plan;
 - d) Provide participants with briefing materials and structured debrief sessions immediately following the exercise; and
 - e) Conclude with submission of a summary presentation and recommendations to the STATE on opportunities to strengthen coordination and response readiness.
- 4) Submit all exercise materials, reports, and evaluations in editable Microsoft Word, and searchable PDF formats to the STATE.

F. Evaluation and Reporting

- 1) Develop an Outcome Assessment Plan describing how project effectiveness will be measured and reported. The Plan shall identify:
 - a) Key performance indicators (e.g., number of agencies engaged, number of staff trained, participant satisfaction, implementation of plan elements, etc.).

- b) Data sources and methods for collecting information (attendance logs, training evaluations, post-exercise surveys, stakeholder feedback, etc.); and
 - c) A summary of how findings will be used to improve ongoing preparedness.
- 2) Provide the STATE with a Final Report with sufficient time for STATE review and acceptance by September 30, 2026. The Final Report shall summarize:
- a) All deliverables and outcomes achieved;
 - b) Lessons learned, gaps addressed, and recommendations for sustainability; and
 - c) Appendices with supporting data and attachments.
- 3) Submit all deliverables in both electronic and printed forms as specified in Section 5.0.

3.0 MINIMUM/MANDATORY REQUIREMENTS

The Offeror shall meet the following minimum requirements:

A. Compliance and Registration

- 1) Active registration in the State of Hawaii eProcurement System (“HlePRO”) at the time of award.
- 2) Registered to do business in the State of Hawaii and shall be compliant with all applicable State laws prior to Award, in accordance with HRS §103D-310(c) and HAR §3-122-112. Compliance shall be verified through the Hawaii Compliance Express System.

B. Experience

- 1) Minimum three (3) years’ verifiable experience providing emergency-preparedness, behavioral health planning, or related consulting services to the state, county, or federal government agencies. The Offerors shall demonstrate:
 - a) Prior verifiable experience working with or in coordination with the STATE or other State of Hawaii agencies, including familiarity with Department of Health (“DOH”) organizational structure, administrative processes, and public health programs.
 - b) Successful completion of projects of similar scope involving plan development, training, or simulation exercises; and

- c) Experience meeting contract deliverables and timelines in accordance with public-sector standards.
- 2) Offerors located in Hawaii are preferred as proximity facilitates collaboration, stakeholder engagement, and familiarity with the State's emergency management systems and local community needs.

C. Personnel

- 1) At least one (1) staff member certified as a Project Management Professional or Certified Emergency Manager.
- 2) Designated Project Manager as the primary point of contact.

D. Technical Capability

- 1) Ability to create accessible, and searchable electronic documents. Electronic documents must comply with Americans with Disabilities Act standards.
- 2) Secure data-handling and communication systems.

E. Insurance Requirements

Prior to the Contract start date, the Contractor shall, at its sole expense, procure and maintain insurance coverage acceptable to the STATE and keep such coverage in full force for the duration of the contract. Certificate of Insurance shall be submitted. Minimum required coverage and limits are as follows:

- 1) General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and **TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)** aggregate.
- 2) Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.
- 3) Professional liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability arising out of each occurrence and **TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)** aggregate.

Each insurance policy required by this Contract shall contain the following clause:

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The general liability and automobile liability insurance policies required by this Contract shall contain the following clause:

The State of Hawaii and its officers and employees are additionally insured with respect to operations performed for the State of Hawaii.

All applicable policies shall provide a waiver of subrogation in favor of the STATE.

4.0 CONTRACT EXECUTION

The Contractor shall commence work upon receipt of the fully executed contract and shall complete all work within the contract time of performance.

A detailed project schedule, including milestones and deliverable due dates, shall be developed jointly by the Contractor, AMHD, and CAMHD during the project initiation phase. The approved schedule shall reflect mutually agreed-upon timelines for all required deliverables identified in the solicitation and shall be incorporated into the final Workplan.

All deliverables and final deliverables shall be scheduled and submitted to allow sufficient time for STATE review and acceptance by September 30, 2026.

5.0 INSPECTION AND ACCEPTANCE REQUIREMENTS

A. Progress Monitoring

- 1) The STATE will monitor progress via monthly reports and meeting.
- 2) The Contractor shall make work products available for review upon request.

B. Deliverable Review

- 1) The STATE will review each deliverable within ten (10) business days and issue written acceptance or comments.
- 2) Revisions, if required, shall be resubmitted with five (5) business days.

C. Final Acceptance

- 1) Occurs after all deliverables are received, accepted and deficiencies corrected.
- 2) Acceptance will be confirmed in writing by the STATE.

D. Format of Deliverables

- 1) Submit one (1) searchable PDF and one (1) editable Word (.docx) file for each major deliverable.

- 2) Provide up to three (3) bound hard copies of the Final Plan upon request
(included in bid price)
- 3) Include the STATE logos and approved title pages.

E. Ownership

All data, reports, and materials produced under this contract shall be the property of the State of Hawaii.

SPECIAL PROVISIONS

1. INTRODUCTION

The State of Hawaii, Department of Health, Adult Mental Health Division and Child and Adolescent Mental Health Division (“STATE”) is seeking bids for the provision of services to update Hawaii’s Statewide Disaster and Emergency Behavioral Health Response Plan, pursuant to HRS Chapter 103D, all in accordance with the Specifications, Special Conditions, Special Provisions and General Conditions of this IFB No. HTH-420-1-26

2. TERMS AND ACRONYMS USED HEREIN

AMHD	=	Adult Mental Health Division
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CA	=	Contract Administrator
CAMHD	=	Child and Adolescent Mental Health Division
GET	=	General Excise Tax
GTP	=	General Provisions
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
IFB	=	Invitation for Bids
Procurement Officer	=	The contracting officer for Adult Mental Health Division.
SPO	=	State Procurement Office of the State of Hawaii

3. AUTHORITY

This IFB is issued under the provisions of the State Procurement Code, Hawaii Revised Statutes (“HRS”) Chapter 103D and the State Procurement Office’s applicable Directives, Circulars, and administrative rules. All prospective Bidders are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.

Any Contract arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

4. PROCUREMENT OFFICER

Amy Yamaguchi
Administrative Officer
1250 Punchbowl Street, #256

Honolulu, HI 96813
amy.yamaguchi@doh.hawaii.gov

5. CONTRACT ADMINISTRATOR

For the overall purposes of this contract, Dr. Gavin Takenaka, AMHD Administrator for the Department of Health or his authorized representative is designated the Contract Administrator.

6. TERM OF CONTRACT

The Contractor shall enter into a contract for the services specified herein for a twelve (12) month period commencing on the commencement date stated on the Notice to Proceed.

Unless terminated, the contract may be extended by the STATE for specified periods of time not to exceed one (1) year or for not more than one (1) additional twelve (12)-month period or parts thereof, without the necessity of rebidding, upon mutual agreement and the execution of a supplemental contract or contract modification, provided the contract unit price remains the same or as adjusted for any allowable increase related to increased wages to public employees performing similar work.

7. OFFEROR QUALIFICATION

The Offeror shall meet the minimum qualifications specified in the Specifications, Section 3.0 – Minimum/Mandatory Requirements, which includes but are not limited to, compliance with all applicable State laws, required experience, qualified personnel, insurance coverage and technical capacity.

The Offeror shall certify compliance with these requirements on the OF-4.

Verification of compliance shall be conducted through the Hawaii Compliance Express system or equivalent certificates, and any additional documentation requested by the State.

Failure to maintain compliance throughout the contract term shall constitute cause for termination under the General Conditions.

8. CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

Responsibility of Offerors. Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

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. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a “Hawaii business”); and
 - b. Be registered to do business in the State (hereinafter referred to as a “compliant non-Hawaii business”).

Certification of Independent Cost Determination. By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

10. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

Wage Certificate. Offeror shall complete and submit the attached wage certification by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

11. OFFER PREPARATION

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

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

Hawaii business. A business entity referred to as a "Hawaii business," is registered and incorporated or organized under the laws of the State of Hawaii. incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii General Excise Tax License. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the applicable Use tax at the current 1/2% rate. 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.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Bid Price. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. The bid price shall be firm for the term of the contract.

12. OFFER SUBMITTAL

Offeror shall submit responses through HlePRO, <https://hiepro.ehawaii.gov>.

No fax or hard copy mail-in submittals will be accepted.

The STATE shall not be responsible for any offers that attachments that are not able to be open or read.

13. INSPECTION OF OFFERS

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, bids are evaluated to determine compliance with all IFB requirements, specifications and ability of the bidders to perform the contract. During this period, offers will not be available for inspection.

14. AWARD OF CONTRACT

Method of Award. Award, if any, shall be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when it is in the best interest of the STATE, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR)

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the STATE prior to award, the lowest responsive and responsible Bidder shall produce documents to the Procurement Officer to demonstrate compliance with this section.

HRS Chapter 237 Tax Clearance Requirement for Award. Instructions are as follows:

Pursuant to §103D-328, HRS, 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. It must be valid on the date it is reviewed by the Deputy Attorney General who will review and sign the final document.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2013) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website.

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the STATE. However, the tax clearance certificate shall be submitted to the STATE.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) Requirements for Award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, 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 and must be valid on the date it is reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the STATE.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the STATE.

The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to the DOH. However, the certificate shall be submitted to the DOH.

Compliance with Section 103D-310(c), HRS, for an Entity Doing Business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING ("Certificate") issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). The Certificate is valid for six months from date of issue and must be valid on the date it is reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the STATE.

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

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call

(808) 586-2727 (Monday - Friday, from 7:45 AM to 4:30 PM HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. The CONTRACTOR is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the HCE, which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC. Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections before this one.

Timely Submission of all Certificates. 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 offer otherwise responsive and responsible may not receive the award.

15. DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation.

16. OFFER ACCEPTANCE

The STATE's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

17. LIABILITY INSURANCE

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) to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and THREE MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.

2. Automobile Liability Insurance

Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

3. Professional Liability Insurance

Professional liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability arising out of each occurrence and THREE MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.

4. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

The Contractor shall deposit with the contracting agency, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the contracting agency 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 contracting agency during the entire term of the Contract. Upon request by the contracting agency, the Contractor shall furnish a copy of the policy or policies.

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

The certificates of insurance shall contain the following clauses:

“The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.”

“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.”

All applicable policies shall provide a waiver of subrogation in favor of the STATE.

The CONTRACTOR shall maintain in full force and effect during the life of this Contract, liability and property damage insurance to protect the CONTRACTOR and his SUBCONTRACTORS, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this Contract, whether such operations be by himself or by a SUBCONTRACTOR or anyone directly or indirectly employed by either of them. If any SUBCONTRACTOR is involved in the performance of the Contract, the insurance policy or policies shall name the SUBCONTRACTOR as additional insured.

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 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.

18. SUBCONTRACTORS

The CONTRACTOR shall not delegate any duties listed in this IFB to any SUBCONTRACTOR, unless the procurement officer has given prior written approval.

19. CONTRACT EXECUTION

The successful Offeror receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

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

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to full execution of the Contract. The State of Hawaii is not liable for any work, contract activities, costs, expenses, loss of profits, or any damages incurred by the Contractor prior to the official start date.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

20. INSPECTION

The STATE retains the general right of inspection by a designated representative to judge, whether in the STATE's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

21. INVOICING

The Contractor shall submit original invoice to the following address:

Attn: Amy Yamaguchi
Department of Health
Adult Mental Health Division
P.O. Box 3378/Room 256
Honolulu, HI 96813

All invoices shall reference the assigned contract number. Payment shall be made upon certification by the STATE that the Contractor has satisfactorily performed the work detailed in the invoice.

Final Payment Requirements. Contractor is required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

22. PAYMENT

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of Contract to make payment. For this reason, the STATE will reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE after award of the Contract, which requires payment within a shorter period or interest payment not in conformance with statute.

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

23. LIQUIDATED DAMAGES

Refer to Section 9 of the AG's General Conditions

<http://spo.hawaii.gov/wpcontent/uploads/2014/02/103D-General-Conditions.pdf>.

Liquidated damages for non-performance of the specified services shall be actual cost incurred due to Contractor's non-performance for each calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

24. RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose; the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

25. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the STATE, upon request in writing by the Contract Administrator.

26. CONFIDENTIALITY OF INFORMATION

Any information, data, or report given to, or prepared, or assembled by the Contractor that the STATE requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Contract Administrator.

27. RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to this agreement and any cost or pricing data for three (3) years from the date of final payment under the agreement.

28. PROTEST

Protesters with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the 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, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, State of Hawaii Department of Health, 1250 Punchbowl Street, Room 256, Honolulu, Hawaii 96813.

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