

STATE OF HAWAII
DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

October 5, 2020

INVITATION FOR BIDS

No. IFB D21-027

SEALED BIDS

TO

FURNISH AND DELIVER STAPLE GOODS

FOR

VARIOUS SCHOOL CAFETERIAS OF THE HAWAII DEPARTMENT OF EDUCATION

will be received through the State of Hawaii eProcurement System (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> until 4:30 p.m., Hawaii Standard Time (HST)

on

November 5, 2020

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

Tuesday, October 13, 2020, at or before 4:00 p.m. (HST): Interested parties **must fax a copy** of the documentation identified in Special Conditions, 23. Pre-Approval Process, Step 1 – Documentation (Data Submission Form), page SC-8, to the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, fax: (808) 675-0133.

Further instructions regarding Step 2 – Sample Submission and Evaluation, shall be released via addenda.

Questions relating to this solicitation may be directed to Marie Neilson Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at marie.neilson@k12.hi.us

**FURNISH AND DELIVER STAPLE GOODS FOR VARIOUS SCHOOL CAFETERIAS OF
THE HAWAII DEPARTMENT OF EDUCATION
IFB D21-027**

Chief Procurement Officer
State of Hawaii, Department of Education
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions, Form AG-008 attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring 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)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department 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: _____

Date: _____

Respectfully submitted:

Telephone No.: _____

Authorized (Original) Signature

Fax No.: _____

Name and Title (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:

GROUP A - OAHU						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	201,600			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	202,176			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	202,212			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	907			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	25,280			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	53,328			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	53,249			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)			Hawai'i Island Only		
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)			Hawai'i Island Only		
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)			Hawai'i Island Only		
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)			Hawai'i Island Only		
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	1,453,522			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	5,814,139			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	404,800			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	15,620			\$ -
16	Fruit Juice, Slush, 100%, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	40,464			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	40,464			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	53			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	387,333			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	80			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	299,926			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	50			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	126			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	126			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	126			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	126			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	126			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	126			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 30011210000033 or pre-approved equal)	case	16			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	665			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	126			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	10820			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	12,870			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	1,020,000			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	1,021,440			\$	-
CEREAL							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	66,528			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	66,528			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	1175			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	250			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	80			\$	-
TOTAL SUM BID PRICE - GROUP A (OAHU)						\$	-

The following offer is hereby submitted:

GROUP B - HAWAI'I						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	29,616			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	29,679			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	29,628			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	209			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	3,712			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	8,935			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	8,807			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)	svg	22,386			\$ -
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)	svg	6,502			\$ -
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)	svg	39,012			\$ -
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)	svg	8,118			\$ -
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	346,340			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	1,385,358			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	59,136			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	6,570			\$ -
16	Fruit Juice, Slush, 100 %, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	5,952			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	5,952			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	10			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	82,133			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	16			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	98,566			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	16			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	29			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	29			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	29			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	29			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	29			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	29			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 30011210000033 or pre-approved equal)	case	4			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	116			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	29			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	1627			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	1935			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	153,600			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	153,600			\$	-
CEREALS							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	8,832			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	8,832			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	375			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	95			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	40			\$	-
TOTAL SUM BID PRICE - GROUP B (HAWAII)						\$	-

The following offer is hereby submitted:

GROUP C - MAUI						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	39,696			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	39,788			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	39,708			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	158			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	4,960			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	11,727			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	11,674			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)			Hawai'i Island Only		
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)			Hawai'i Island Only		
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)			Hawai'i Island Only		
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)			Hawai'i Island Only		
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	201,745			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	1,008,723			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	79,376			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	2,740			\$ -
16	Fruit Juice, Slush, 100 %, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	7,968			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	7,968			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	10			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	6,813			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	13			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	73,816			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	16			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	22			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	22			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	22			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	22			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	22			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	22			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 30011210000033 or pre-approved equal)	case	4			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	116			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	22			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	2173			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	2584			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	205,100			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	205,120			\$	-
CEREALS							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	11,597			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	11,597			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	250			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	85			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	40			\$	-
TOTAL SUM BID PRICE - GROUP C (MAUI)						\$	-

The following offer is hereby submitted:

GROUP D - KAUAI						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	16,560			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	16,719			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	16,632			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	93			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	2,080			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	4,747			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	4,608			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)			Hawai'i Island Only		
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)			Hawai'i Island Only		
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)			Hawai'i Island Only		
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)			Hawai'i Island Only		
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	104,503			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	418,013			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	33,264			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	505			\$ -
16	Fruit Juice, Slush, 100 %, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	3,360			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	3,360			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	5			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	3,453			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	6			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	33,066			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	5			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	13			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	13			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	13			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	13			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	13			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	13			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 30011210000033 or pre-approved equal)	case	3			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	67			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	13			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	897			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	1067			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	84,800			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	8,480			\$	-
CEREALS							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	4,608			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	4,608			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	125			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	10			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	4			\$	-
TOTAL SUM BID PRICE - GROUP D (KAUAI)						\$	-

The following offer is hereby submitted:

GROUP E - MOLOKAI						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	2,640			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	2,722			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	2,664			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	21			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	336			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	1,396			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	1,332			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)	svg		Hawai'i Island Only		
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)	svg		Hawai'i Island Only		
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)	svg		Hawai'i Island Only		
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)	svg		Hawai'i Island Only		
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	7,762			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	38,811			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	5,316			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	105			\$ -
16	Fruit Juice, Slush, 100%, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	576			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	576			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	2			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	4,433			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	2			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	4,666			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	2			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	3			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	3			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	3			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	3			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	3			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	3			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 3001121000033 or pre-approved equal)	case	1			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	12			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	3			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	165			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	196			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	15,600			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	15,680			\$	-
CEREALS							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	1,306			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	1,306			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	50			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	5			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	10			\$	-
TOTAL SUM BID PRICE - GROUP E (MOLOKAI)						\$	-

The following offer is hereby submitted:

GROUP F - LANAI						
Item No.	Description	Unit	8 Month Estimated Quantity	Specify Manufacturer Name and Product Number	Unit Bid Price	Total Bid Price
FROZEN OR REFRIGERATED ITEMS						
1	Chili, Three Bean (JTM 5383 or pre-approved equal)	svg	1,584			\$ -
2	Potato, Crispy Mashed Shapes (McCain 1000006639 or pre-approved equal)	svg	1,685			\$ -
3	Chickenless Tenders, Whole Grain, Breaded (Dr. Praeger's SCTDIN or pre-approved equal)	svg	1,620			\$ -
4	Eggs, Whole Frozen (Nulaid/Reddi 503500 or pre-approved equal)	case	7			\$ -
5	Cheese, American Sliced, Processed, Reduced Sodium (Schreiber STK 08552 or pre-approved equal)	lb	208			\$ -
6	Chicken Sausage Patty (Pilgrim's Pride 6390 or pre-approved equal)	svg	1,117			\$ -
7	French Toast Bites, Whole Grain (Rich's 08061 or pre-approved equal)	svg	1,024			\$ -
8	Rolls, Whole Grain (United States Bakery 62843 or pre-approved equal)			Hawai'i Island Only		
9	Hot Dog Buns, Whole Grain (United States Bakery 62850 or pre-approved equal)			Hawai'i Island Only		
10	Hamburger Buns, Whole Grain (United States Bakery 62851 or pre-approved equal)			Hawai'i Island Only		
11	Bread, Square-shaped Loaf, Whole Grain (United States Bakery 63453 or pre-approved equal)			Hawai'i Island Only		
BEVERAGES						
12	Milk, 1/2 pt., 1% White, Shelf Stable (Dairy Pure 10041900089433 or pre-approved equal)	svg	13,972			\$ -
13	Milk, 1/2 pt., Fat Free Chocolate, Shelf Stable (Hershey's 20754686001380 or pre-approved equal)	svg	17,464			\$ -
14	Fruit Juice, 100% Strawberry Kiwi 4.23 oz. (Tropicana 20207 or pre-approved equal)	svg	3,204			\$ -
15	Fruit Juice, 100%, Apple Pear 6.75 oz. (Tree Top 4019 or pre-approved equal)	svg	27			\$ -
16	Fruit Juice, Slush, 100 %, Passion Fruit, Orange & Guava, 4 oz. (Welch's Cool Tropics 14505 or pre-approved equal)	svg	336			\$ -
17	Fruit Juice, Slush, 100%, Mango, Orange & Guava, 4 oz. (Welch's Cool Tropics 16001 or pre-approved equal)	svg	336			\$ -
GROCERY ITEMS						
18	Baking Soda (Arm & Hammer 3320001110 or pre-approved equal)	case	1			\$ -
19	Flour, White Whole Wheat (Hudson Cream 60/40 Whole Wheat Flour or pre-approved equal)	lbs	2,100			\$ -
20	Lemon Juice, 15 oz. Bottles (Real Lemon Z58223 or pre-approved equal)	case	1			\$ -
21	Rice, Brown, Medium Grain (Kokeshi/Daichi R100075 or pre-approved equal)	lbs	2,650			\$ -
22	Milk, Dry, Non-Fat (Bay Valley Foods Village Farm by Sturm 71727201836 or pre-approved equal)	case	1			\$ -

The following offer is hereby submitted:

23	Celery, Dehydrated Stalks, 26 oz. (McCormick Spice 932482 or pre-approved equal)	ea	1			\$	-
24	Cloves, Ground, 16 oz. (McCormick Spice 932411 or pre-approved equal)	ea	1			\$	-
25	Garlic, Granulated, 26 oz. (McCormick Spice 900223226 or pre-approved equal)	ea	1			\$	-
26	Garlic Powder, 21 oz. (McCormick Spice 900223224 or pre-approved equal)	ea	1			\$	-
27	Nutmeg, Ground, 16 oz. (McCormick Spice 900223191 or pre-approved equal)	ea	1			\$	-
28	Parsley Flakes, Dried, 2 oz. (McCormick Spice 900210219 or pre-approved equal)	ea	1			\$	-
29	Hot Pepper Sauce, 12 oz. (McIlhenny Tabasco Pepper Sauce 3001121000033 or pre-approved equal)	case	1			\$	-
30	Soy Sauce, 4/1 gallons (Aloha Gold G1 or pre-approved equal)	ea	5			\$	-
31	Worcestershire Sauce, 15 oz. (Lea and Perrins 78002729 or pre-approved equal)	ea	1			\$	-
FRUITS, CANNED/POUCH							
32	Applesauce, Unsweetened, 6/#10 cans (Bountiful Harvest 60822486215974 or pre-approved equal)	case	108			\$	-
33	Pears, Diced, 6/#10 cans (Bountiful Harvest 60822486180647 or pre-approved equal)	case	128			\$	-
34	Dried Apple Crisps, Strawberry Flavored (Tree Top 105260 or pre-approved equal)	svg	10,200			\$	-
35	Cranberries, Original Flavor (Ocean Spray 23447 or pre-approved equal)	svg	10,240			\$	-
CEREALS							
36	Cereal, Whole Grain-Rich, Square, Cinnamon Flavored (General Mills 10016000294445 or pre-approved equal)	svg	999			\$	-
37	Cereal, Multi-Grain, Gluten Free (General Mills 10016000322636 or pre-approved equal)	svg	999			\$	-
SPECIAL DIET ITEMS							
38	Rice, White, Medium Grain (Kokeshi/Golden Sun or pre-approved equal)	lbs	25			\$	-
39	Instant Food and Beverage Thickener (Kent Precision Foods Thick-it J588-H5800 or pre-approved equal)	case	5			\$	-
40	Bread, Honey Multi-Grain, Gluten Free (Rich's 07965 or pre-approved equal)	case	1			\$	-
TOTAL SUM BID PRICE - GROUP F (LANAI)						\$	-

SPECIFICATIONS

SCOPE OF WORK

GENERAL SPECIFICATIONS

Specifications and conditions pertaining to grading, manufacturing, labeling, packing, sanitation and delivering shall be in accordance with all Federal, State and County statutes and regulations, and Hazardous Analysis Critical Control Point (HACCP) guidelines.

All packaging and packing materials must be clean and in new condition, must not impart objectionable odors or flavors to the product, and must be safe.

The products shall be wrapped, packed and covered in conventional packaging material so that the products, in each case, are properly protected. All product packaging shall be clearly labeled identifying the contents, the packaging size/weight, the manufacturer, and the packing date. The products shall have a packing code date or other identifying code date stamped on the case or packaging material within the case. Any code date other than the packing code date stamped on the case or package shall be coded whereas an identifiable packing code date may be retrieved by a conversion method. Offeror shall provide the information as to what the production code looks like and the location of where the code is located on case/package of item with their offer or within three (3) business days of HIDEOE request.

When the product offered is a privately labeled product, a permanent pre-printed impression on the container or on the product itself must identify the product. A label affixed by the manufacturer to identify the product is also acceptable. The mere attaching of an adhesive label by the Offeror shall not be considered positive identification.

The Hawaii Department of Education (HIDEOE) shall not accept any product that exceeds one hundred eighty (180) days of the pack or other identifying code date.

Products delivered with expired "use by", "sell by" or "freeze by" dates shall be rejected.

DETAILED SPECIFICATIONS

Offerors are advised that only pre-approved, acceptable products shall be considered for award. Offerors submitting an offer must have their products pre-approved through procedure(s) detailed in IFB Special Conditions No. 23.

❖ FROZEN OR REFRIGERATED ITEMS:

1. CHILI, THREE BEAN

Acceptable Brand: JTM 5383 or equal

This Vegan product shall be frozen. One (1) serving shall equal 4 ounces. Each serving shall provide no less than 6 grams of protein, calories shall not exceed 124 calories and sodium shall not exceed 266 milligrams. Each serving shall provide 1 meat/meat alternate, 1/8 cup red orange and 1/8 cup other vegetable credible servings under the USDA Meal Pattern requirement for Child Nutrition Programs. The case pack shall contain a minimum of 6/5 pound bags per case.

2. POTATO, CRISPY MASHED SHAPES

Acceptable Brand: McCain 1000006639 or equal

The product shall be a frozen, mashed potato product formed into various shapes, for instance facial expressions. One (1) 2.4 ounce serving shall consist of approximately 4 pieces. Each serving shall have no more than 80 milligrams of sodium and total fat shall not exceed 4 grams per serving. Each serving shall provide 1/2 cup heated vegetable serving under the USDA Meal Pattern requirement for Child Nutrition Programs. The case pack shall contain a minimum 6/4 pound bags per case.

3. CHICKENLESS TENDERS, WHOLE GRAIN BREADED

Acceptable Brand: Dr. Praeger's SCTDIN or equal

This Vegan product shall be frozen. One (1) 3.48 ounce serving shall consist of approximately 4 pieces. Each serving shall have no more than 215 calories, 429 milligrams of sodium and program shall not exceed 12 grams of protein. Each serving shall provide 2 ounces meat/meat alternate serving under the USDA Meal Pattern requirement for Child Nutrition Programs. The case pack shall contain approximately 183/0.87 ounce pieces per case.

4. EGGS, WHOLE FROZEN

Acceptable brand: Nulaid/Reddi 503500 or equal

This product shall be whole homogenized eggs in liquid form. Product shall be pasteurized Grade A or AA and shall be shipped frozen. This product shall be packed minimum 24 pounds per case in 2 pound containers.

5. CHEESE, AMERICAN SLICED, PROCESSED, REDUCED SODIUM

Acceptable brand: Schreiber STK 08552 or equal

This product shall be packed minimum 20 pounds per case in a 5 pound pack. Each 5 pound pack shall yield 160 slices of which each slice is equal to a ½ ounce serving of cheese. Each 5 pound pack shall be individually wrapped and slices shall easily separate while serving. For each 1 ounce (28 grams) serving, calories shall not exceed 70, sodium shall not exceed 280 milligrams and total fat shall not exceed 4 grams.

6. CHICKEN SAUSAGE PATTY

Acceptable brands: Pilgrim's Pride 6390 or equal

Product shall be a round shaped, fully cooked sausage patty made from dark meat chicken. One (1) patty shall equal one (1) serving. Each serving shall be an approximately 1.37 ounce patty where sodium does not exceed 250 milligrams. One (1) serving must provide 1 ounce meat/meat alternate under the USDA Meal Pattern requirement for Child Nutrition Programs. The case shall contain approximately 350 pieces.

7. FRENCH TOAST BITES, WHOLE GRAIN

Acceptable brands: Rich's 08061 or equal

Product shall be a pre-cooked, ready to finish whole grain cake bite made with enriched whole grain flour. Three (3) whole grain bites shall equal one (1) serving. One (1) serving must provide 1 ounce equivalent of bread/grain based on flour content under the USDA Meal Pattern requirement for Child Nutrition Programs. Sodium shall not exceed 270 milligrams and calories shall not exceed 190 per serving. Case shall contain approximately 384 pieces.

Hawai'i Island Only: Items No. 8 – 11

8. ROLLS, WHOLE GRAIN, FULLY BAKED (Hawai'i Island Only)

Acceptable Brand: United States Bakery 62843 or equal

This product shall be a fully-baked, frozen dinner roll shaped product made from 51% whole grain wheat flour. One (1) whole grain roll shall equal one (1) serving. One (1) serving must provide 1 ounce equivalent bread/grain based on flour content under the USDA Meal Pattern requirement for Child Nutrition Programs. Calories shall not exceed 70, sodium shall not exceed 90 milligrams and total fat shall not exceed 0.5 grams per serving. Case shall contain approximately 16 packages, approximately 16 servings per package.

9. HOT DOG BUNS, WHOLE GRAIN, FULLY BAKED (Hawai'i Island Only)

Acceptable Brand: United States Bakery 62850 or equal

This product shall be a fully-baked, frozen, pre-sliced hot dog bun shaped product made from 51% whole grain wheat flour. One (1) whole grain hot dog bun shall equal one (1) serving. One (1) serving must provide 2 ounces equivalent bread/grain based on flour content under the USDA Meal Pattern requirement for Child Nutrition Programs. Calories shall not exceed 140, sodium shall not exceed 190 milligrams and total fat shall not exceed 1.5 grams per serving. Case shall contain approximately 12 packages, approximately 8 servings per package.

10. HAMBURGER BUNS, WHOLE GRAIN, FULLY BAKED (Hawai'i Island Only)

Acceptable Brand: United States Bakery 62851 or equal

This product shall be a fully-baked, frozen, pre-sliced hamburger bun shaped product made from 51% whole grain wheat flour. One (1) whole grain hamburger bun shall equal one (1) serving. One (1) serving must provide 2 ounces equivalent bread/grain based on flour content under the USDA Meal Pattern requirement for Child Nutrition Programs. Calories shall not exceed 140, sodium shall not exceed 190 milligrams and total fat shall not exceed 1.5 grams per serving. Case shall contain approximately 12 packages, approximately 8 servings per package.

11. BREAD, SQUARE-SHAPED LOAF, WHOLE GRAIN, FULLY BAKED (Hawai'i Island Only)

Acceptable Brand: United States Bakery 63453 or equal

This product shall be a fully-baked, frozen, pre-sliced, square-shaped loaf product made from 51% whole grain wheat flour. One (1) slice shall equal one (1) serving. One (1) serving must provide 1 ounce equivalent bread/grain based on flour content under the USDA Meal Pattern requirement for Child Nutrition Programs. Calories shall not exceed 70, sodium shall not exceed 115 milligrams and total fat shall not exceed 0.5 grams per serving. Case shall contain approximately 12 packages, approximately 21 usable slices per package.

❖ **BEVERAGES**

12. MILK, ½ PT., 1% WHITE – SHELF STABLE

Acceptable brands: Dairy Pure 10041900089433 or equal

The product shall be a 1% White Milk. One (1) 8 ounce container shall equal one (1) serving. The product shall be shelf stable, Grade A, aseptically processed under Ultra High Temperatures (UHT). Product should contain no high fructose corn syrup, no added preservatives and be rbST Free (no artificial growth hormones used). Calories shall not exceed 110, total fat shall not exceed 2.5 grams and sodium shall not exceed 130 milligrams per serving. The case size shall contain a minimum of 24/8 ounce containers per case.

13. MILK, ½ PT., FAT FREE CHOCOLATE – SHELF STABLE

Acceptable brands: Hershey's 20754686001380 or equal

The product shall be a fat free Chocolate Milk. One (1) 8 ounce container shall equal one (1) serving. The product shall be shelf stable, Grade A, aseptically processed under Ultra High Temperatures (UHT). Product should contain no high fructose corn syrup and no added preservatives and be rbST Free (no artificial growth hormones used). Calories shall not exceed 120, sugar shall not exceed 20 grams and sodium shall not exceed 125 milligrams per serving. The case size shall contain a minimum of 24/8 ounce containers per case

14. FRUIT JUICE, 100%, STRAWBERRY KIWI

Acceptable Brand: Tropicana 20207 or equal

The product shall be a 100% fruit juice blend of apple, grape, pineapple, kiwi, strawberry, fruit and vegetable juice concentrate. One (1) 4.23 ounce container shall equal one (1) serving where sodium is

not to exceed 10mgilligrams per serving. Product shall provide a ½ cup serving of fruit contribution under the USDA Meal Pattern requirement for Child Nutrition Programs. Product shall be packed in approximately 4.23 ounce container with a straw and case pack shall contain a minimum of 44/4.23 ounce servings per case.

15. FRUIT JUICE, 100%, APPLE PEAR

Acceptable Brand: Tree Top 4019 or equal

The product shall be a 100% fruit juice blend of apple and pear juice concentrate. One (1) 6.75 ounce container shall equal one (1) serving. The product shall not contain any added sugar, nothing artificial calories shall not exceed 100 per serving and sugars shall not exceed 21 grams. Product shall provide a ¾ cup serving of fruit contribution under the USDA Meal Pattern requirement for Child Nutrition Programs. Product shall be packed in approximately 6.75 ounce container with a straw and case pack shall contain a minimum of 27 servings per case.

16. FRUIT JUICE, SLUSH, 100%, PASSION FRUIT, ORANGE & GUAVA FLAVORED

Acceptable brands: Welch's Cool Tropics 14505 or equal

The product shall be a 100% fruit juice blend of white grape, apple, passionfruit and orange in its natural flavors and color. The product shall come in freezable 4 ounce pouches. Each pouch shall meet the criteria of providing a ½ cup of fruit that can be credited under the USDA Meal Pattern requirement for Child Nutrition Programs. The case size shall contain a minimum of 60/4 ounce servings per case.

17. FRUIT JUICE, SLUSH, 100%, MANGO, ORANGE, & GUAVA FLAVORED

Acceptable brands: Welch's Cool Tropics 16001 or equal

The product shall be a 100% fruit juice blend of sweet potato and apple juice in its natural flavors and color. The product shall come in freezable 4 ounce pouches. Each pouch shall meet the criteria of providing a ½ cup of vegetables that can be credited under the USDA Meal Pattern requirement for Child Nutrition Programs. The case size shall contain a minimum of 60/4 ounce servings per case.

❖ **GROCERY ITEMS:**

18. BAKING SODA

Acceptable brand: Arm & Hammer 3320001110 or equal

This product shall be a white powder of 100% pure sodium bicarbonate to be used as a chemical leavening agent in baked or cooked food items. This product shall be packed 24/16 ounce containers per case.

19. FLOUR, WHITE WHOLE WHEAT

Acceptable brand: Hudson Cream 60/40 Whole Wheat Flour or equal

This product will contain a blend of 60% hard white winter whole wheat flour and 40% enriched wheat flour. It shall be enriched with Niacin, Iron, Mononitrate, Riboflavin, and Folate. This product shall have a moisture range of 14.0% – 14.5%, a protein range of 12.2% – 12.5%, and ash content of 1.0% - 1.25%. This product can be packed with a maximum case/bag weight of 50 pound. 5 pound or 10 pound bags packaged together to meet the maximum weight is acceptable.

20. LEMON JUICE

Acceptable brand: Real Lemon Z58223 or equal

This product is regular strength lemon juice from lemon juice concentrate. This product shall be packed 12/15 ounce bottles.

21. RICE, BROWN - MEDIUM GRAIN

Acceptable brands: Kokeshi/Daichi R100075 or equal

This product shall be a medium grain brown rice US #1 grade based on USDA grading standards for brown rice. The brown rice must contain the nutrient-dense bran intact, endosperm, and inner germ layer. Pack size shall not exceed 25 pounds per bag.

22. MILK, DRY NON FAT

Acceptable brand: Bay Valley Foods Village Farm by Sturm 71727201836 or equal

This product shall meet or exceed the requirements for the U.S. Extra Grade as set forth in the US Standards for Instant Nonfat Dry Milk, provided that the product shall be salmonella and listeria negative. This product shall be packed 6/5 pound cartons or bags per case.

The bulk nonfat dry milk used in processing the product shall have been manufactured by the spray process from fluid milk produced in the United States in plants which are eligible for listing in Section I of the Agricultural Marketing Services (AMS) publication "Dairy Plants Surveyed and Approved for USDA Grading Services

The product shall have been processed and packaged in plants which have been approved by AMS. The USDA AMS plant approval code must match the appropriate product or operation code as listed in Section I of the AMS publication "Dairy Plants Surveyed and Approved for USDA Grading Service" for the commodity offered.

23. CELERY, DEHYDRATED STALKS – 26 ounces

Acceptable brand: McCormick Spice 932482 or equal

24. CLOVES, GROUND – 16 ounces

Acceptable brand: McCormick Spice 932411 or equal

25. GARLIC, GRANULATED – 26 ounces

Acceptable brand: McCormick Spice 900223226 or equal

26. GARLIC POWDER – 21 ounces

Acceptable brand: McCormick Spice 900223224 or equal

27. NUTMEG, GROUND – 16 ounces

Acceptable brand: McCormick Spice 900223191 or equal

28. PARSLEY FLAKES, DRIED – 2 ounces

Acceptable brand: McCormick Spice 900210219 or equal

29. HOT PEPPER SAUCE

Acceptable brand: McIlhenny Tabasco Pepper Sauce 30011210000033 or equal

1 teaspoon of this product provides zero (0) calories and contains no more than 35 milligrams of sodium. This product is packed 12 ounces per container.

30. SOY SAUCE

Acceptable brand: Aloha Gold G1 or equal

1 Tablespoon serving of this product shall not exceed 600 milligrams of sodium. Product shall be free of MSG, hydrolyzed soy protein, and no high fructose corn syrup. Product shall be packed 4/1 gallon per case.

31. WORCESTERSHIRE SAUCE

Acceptable brand: Lea and Perrins 78002729 or equal

1 teaspoon of this product provides 5 calories and contains no more than 65 milligrams of sodium. This product is packed 15 ounces per container.

❖ **FRUITS - CANNED/POUCH:**

32. APPLESAUCE, UNSWEETENED

Acceptable Brand: Bountiful Harvest 60822486215974 or equal

The product shall be a U.S. Grade A unsweetened applesauce. The product shall contain no more than 13 grams of sugar per ½ cup serving. The product shall be packed in a #10 can. The case size shall be 6/#10 cans per case.

33. PEARS, DICED

Acceptable brand: Bountiful Harvest 60822486180647 or equal

This product shall be diced Bartlett, that are USDA Grade B or better. The product shall be packed in extra light syrup. The product shall be packed in a #10 can. The case size shall be 6/#10 cans per case.

34. DRIED APPLE CRISPS, STRAWBERRY FLAVORED

Acceptable Brand: Tree Top 105260 or equal

This product shall be shelf-stable, dehydrated product packaged in individual servings and Smart Snack Compliant. One (1) serving shall be approximately a 0.34 ounce bag made from 100% USA apples, no gluten, calories shall not exceed 40 and total sugars do not exceed 7 grams per bag. Each serving shall provide 1 fruit (1/2 cup) component under the USDA Meal Pattern for Child Nutrition Programs. The case pack shall contain approximately 125/0.34 ounce bags.

35. CRANBERRIES, ORIGINAL FLAVOR

Acceptable brand: Ocean Spray 23447 or equal

This product is a 1.16 ounce individual packaged item and shall credit to ½ cup of fruits under the USDA Meal Pattern requirement for Child Nutrition Programs. Each package shall provide 110 calories and no more than 24 grams of sugar. This product shall be packed 200/1.16 ounce packages per case.

❖ **CEREALS**

36. CEREAL, WHOLE GRAIN-RICH, SQUARE, CINNAMON FLAVORED

Acceptable Brand: General Mills 10016000294445 or equal

The product shall be a whole grain-rich cereal made with whole wheat and whole grain rice. The product shall be sweetened with real cinnamon and made without gelatin. The product shall come in a minimum 1 ounce individual container. One (1) container shall equal one (1) serving. Calories shall not exceed 120 and sugars do not exceed 6 grams. Each serving shall provide 1 ounce grain, whole grain-rich equivalent and meet Smart Snacks criteria under the USDA Meal Pattern for Child Nutrition Programs. The case size shall contain a minimum of 96 individual containers per case.

37. CEREAL, MULTI-GRAIN, GLUTEN FREE

Acceptable Brand: General Mills 10016000322636 or equal

The product shall be a gluten free, lightly sweetened whole grain oat cereal. The product shall come in a minimum 1 ounce individual container. One (1) container shall equal one (1) serving, calories shall not exceed 110 and sugars do not exceed 6 grams. Each serving shall provide 1 ounce grain, whole grain-rich equivalent and meet Smart Snacks criteria under the USDA Meal Pattern for Child Nutrition Programs. The case size shall contain a minimum of 96 individual containers per case.

❖ **SPECIAL DIET ITEMS**

38. RICE, WHITE - MEDIUM GRAIN, (SPECIAL DIETS ONLY – B/L)

Acceptable brand: Kokeshi/Golden Sun or equal

This product shall be a medium grain white rice US #2 grade or better based on the USDA grading standards for white rice. This white rice must be enriched with iron, thiamin, niacin, riboflavin and folic acid, and may also have added vitamin D and calcium. Pack size shall not exceed 25 pounds per bag.

39. INSTANT FOOD AND BEVERAGE THICKENER, (SPECIAL DIETS ONLY – B/L)

Acceptable brand: Kent Precision Foods Thick-it J588-H5800 or equal

This product shall be gluten free and when used shall not change appearance or taste of food or beverage. A measuring device which measures both teaspoon and tablespoons shall be included with the product. This product when used must be able to achieve nectar, honey or pudding consistency and made to assist issues with dysphagia (difficulty swallowing.) This product shall be packed 12/10 ounce containers per case.

40. BREAD, HONEY MULTI-GRAIN, GLUTEN FREE (SPECIAL DIETS ONLY – B/L)

Acceptable Brand: Rich's 07965 or equal

Product shall be a frozen, honey multigrain, gluten-free loaf. Each loaf contains eight (8) slices, each slice shall not contain more than 240 milligrams of sodium. There shall be no more than 320 calories per 100 grams. The case shall have a minimum of 8/15 ounce bags/case.

Inspection and Review

The STATE has the right to inspect any refrigerated vehicle and/or equipment used in handling and delivering of products for proper operational and safety condition, as per the Department of Health regulations. The ordering school reserves the right not to accept deliveries made in non-refrigerated vehicles.

The STATE may review records and reports pertaining to the distribution of products. The CONTRACTOR'S procedures and methods used in carrying out the requirements of this agreement shall be made available to the STATE upon request.

CONTRACTUAL REQUIREMENTS

1.1 PRODUCT QUALITY

Products furnished under this IFB shall be fresh and of the best quality of its respective kind. Products shall be free from defects that may render it unfit for consumption. Unacceptable or rejected products must be immediately removed from the school and replaced with products of the quality required by these specifications. Products shall meet all applicable federal and state regulations.

Failure to replace or to remove any rejected product shall not relieve the CONTRACTOR from the responsibility imposed upon it by this agreement. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

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

1.2 WAREHOUSE AND FOOD STORAGE REQUIREMENTS

1.1.1 The storage facility and handling of food products shall be in compliance with the Current Good Manufacturing Practices. The food products shall be stored in a sanitary and pest controlled warehouse facility with appropriate storage equipment as specified: temperature controlled and refrigerated.

In accordance with food safety guidelines, the food products shall be rotated in and out of storage by expiration date using First In First Out. The food products shall be in appropriate holding equipment during transportation and delivery. The CONTRACTOR shall insure that food product temperatures are maintained throughout delivery and receiving process.

1.1.2 The CONTRACTOR shall furnish a warehousing facility with sufficient equipment, personnel, and space to accept, unload, handle, store, and deliver perishable (temperature controlled, and refrigerated) food items to schools under the jurisdiction of SFSB.

1.1.3 Additionally, the CONTRACTOR must maintain records/logs of the appropriate ventilation, security, and temperature levels for the types of food throughout the transportation process.

1.1.4 The CONTRACTOR's warehousing facility shall:

- a. Be maintained as stipulated in 7 CFR, Part 250.14 regulations and ensure that warehouse storage facilities have obtained all required federal, state and/or local health inspections and/or approvals are current.
- b. Be maintained in a clean, dry, and orderly manner to ensure the safety, wholesomeness, and sanitary condition of the stored food and free from rodent, bird, insect, and other animal infestation.
- c. Be kept free of damaged food or food of questionable condition.

1.1.5 The CONTRACTOR shall:

- a. Store items off the floor in a manner to allow for adequate ventilation and cleaning.
- b. Safeguard against theft, spoilage, and other loss.

1.1.6 The CONTRACTOR shall ensure that refrigerated foods stay chilled until delivered to schools. In the event the CONTRACTOR fails to maintain such conditions, SFSB reserves the right to take action as deemed necessary to ensure the safety, wholesomeness, and sanitary conditions of the transported food.

If unable to deliver to the schools on the day of pick up, the CONTRACTOR shall store products in their facility's freezers or refrigerators, and/or non-refrigerated product storage area specifically reserved for STATE products. The reserved storage areas for STATE products shall be secured from damage or theft. The CONTRACTOR shall reimburse the STATE for any cost incurred for damaged or loss of products. The STATE shall not be assessed any additional charge for storage.

The warehouse facility and handling of food products shall be in compliance with Hazard Analysis & Critical Control Point (HACCP) guidelines. Upon request, the CONTRACTOR shall provide a copy of warehouse facility's operating HACCP plan. The food products shall be stored in a sanitary and pest controlled warehouse facility with appropriate storage equipment as specified; freezer for frozen food, refrigerator for cold/chilled food, and dry storage space for non-refrigerated dry/non-perishable food.

All food products shall be stored in such a way as not to come in contact with any non-food products (i.e. disposable products and custodial supplies).

1.3 ORDERS

During the award period, as products are required, STATE, Department of Education, cafeterias will submit orders via CONTRACTORS on-line ordering system, email, fax or phone to CONTRACTOR by 3:00 p.m., ten (10) business days prior to the necessary delivery date. CONTRACTOR shall provide order confirmations to ordering schools within one (1) business day of receiving orders. All orders received by the CONTRACTOR during the award period must be honored and the CONTRACTOR is

obliged to deliver according to the award terms and within the required delivery time. If a CONTRACTOR is unable to deliver because product is temporarily out of stock, it shall be the Contractor's responsibility to notify the ordering cafeteria of the shortages on the awarded items at least **five (5) days before the requested delivery date**.

CANCELTION OF ORDERS: STATE may cancel an order with advance cancellation notice to a CONTRACTOR by 2:00 p.m. at least five (5) business days prior to scheduled delivery. STATE will be responsible for payment of the order if timely cancellation notice is not submitted to the CONTRACTOR.

1.4 DELIVERY REQUIREMENTS

Deliveries of all orders shall be completed within ten (10) business days after receipt of order. For orders received prior to ten (10) business days of requested delivery dates, CONTRACTOR shall deliver on the requested delivery date. Deliveries shall be made to the individual cafeterias at locations designated on the orders.

The minimum order for delivery shall be seventy-five dollars (\$75.00). The HIDEOE reserves the right to include products from other price lists as well as non-bid items to meet this minimum order requirement. Delivery of orders totaling less than seventy-five dollars (\$75.00) may be made at the CONTRACTOR's option and according to CONTRACTOR's delivery schedule. CONTRACTOR is required to deliver all items outstanding at the end of the award period if order was received during the award period.

Deliveries to HIDEOE school cafeterias shall be made between 6:00 a.m. and 2:00 p.m. Deliveries shall be scheduled for at least two (2) non-consecutive business days per week for all schools on Oahu, Hawaii, Maui and Kauai. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.)

Molokai and Lanai shall have deliveries to the dock or airport one (1) day per week. The HIDEOE will arrange for transportation to School.

Upon the HIDEOE's request, CONTRACTOR shall stack delivered cases in a previously-cleared storage area. School Food Service Manager (SFSM) shall be responsible for clearing the storage area prior to the delivery.

In the event of a sudden school closure due to unforeseen circumstances, SFSM/SFSB shall notify vendor to delay any impending deliveries until further notice.

Deliveries shall be made in refrigerated trucks to assure that products are maintained at the proper temperature.

The CONTRACTOR shall be responsible and liable for each schools' delivery from the CONTRACTOR'S facility to the school and assures that delivery is completed in accordance with Title 11, Chapter 50, Hawai'i Administrative Rules (HAR) related to Food Safety Code; citing deliveries of frozen and/or chilled products shall be made in vehicles with refrigeration systems capable of maintaining proper frozen/chilled state of products delivered.

- The CONTRACTOR is responsible for processing shipping documents, Bill of Lading, etc. for deliveries to all schools on the neighbor islands.
- The CONTRACTOR is responsible for delivering products to the shipping carrier with the shipping documents. All shipping charges shall be billed to the CONTRACTOR.
- The food products shall be in appropriate holding equipment during transportation and delivery. The CONTRACTOR shall insure that frozen and chilled food products are constantly at the same temperature to destination. All food products shall be transported in such a way as not to come in contact with any non-food products (i.e. disposable products and custodial supplies).

- The CONTRACTOR shall be responsible and liable for any improper distribution, loss, theft, spoilage or damage of these products.
- Upon delivery, the CONTRACTOR shall stack and rotate the products in designated areas of the STATE school cafeteria freezer, refrigerator, or in the storeroom in an orderly manner as specified by the School Food Service Manager (SFSM). SFSM shall be responsible for having an area cleared for stacking prior to the delivery of products.
- The CONTRACTOR shall provide delivery status information for shipment received upon request from SFSM.

The CONTRACTOR shall deliver food and food service products (frozen/chilled and non-refrigerated) from Monday through Friday, no earlier than 6:00 a.m. and be completed no later than 2:00 p.m., excluding the following specified holidays, and considering individual circumstances of the schools (such as school closures due to inclement weather, natural disasters, etc.):

- Independence Day
- Statehood Day
- Labor Day
- Election Day (if applicable)
- Veteran's Day
- Thanksgiving Day and the day after
- Dr. Martin Luther King Jr. Day
- Presidents' Day
- Kuhio Day
- Good Friday
- Memorial Day
- Kamehameha Day

LATE DELIVERIES: Time of delivery is critical to kitchen operations. Late deliveries will not be accepted and it will be the CONTRACTOR'S responsibility to arrange an alternate delivery time by immediately contacting the ordering school's School Food Service Manager or Contract Point-of-Contact (POC).

All deliveries of refrigerated food products shall be made from refrigerated vehicles as per State of Hawaii Department of Sanitation food safety and sanitation guidelines. The ordering school reserves the right not to accept deliveries made in non-temperature-controlled vehicles.

Except for an emergency/disaster situation or a situation of distress, if delivery is not being accepted by a school, such as no food service staff at the cafeteria, the CONTRACTOR shall notify the CA or STATE POC immediately. The CONTRACTOR shall follow the instructions provided by the CA or STATE POC regarding the non-acceptance of delivery. The CONTRACTOR shall allow the CA or STATE POC, at least, one hour following the CONTRACTOR'S notification for the CA or STATE POC to provide the CONTRACTOR with instructions regarding the refused shipment.

1.5 FAILURE TO DELIVER

CONTRACTOR shall be obliged to deliver products under this award in accordance with the terms and conditions stated herein. If a CONTRACTOR is unable to deliver because product is temporarily out of stock, it shall be the CONTRACTOR's responsibility to notify the ordering cafeteria of the shortages on the awarded items at least **five (5) days before the requested delivery date**. CONTRACTOR shall then obtain prior approval from the STATE, Department of Education, SFSB and the ordering cafeteria to deliver an acceptable substitute, at the same bid price and under the same terms and conditions of this award. It shall be the CONTRACTOR's responsibility to obtain such substitute. In the event a CONTRACTOR consistently needs to substitute or refuses to substitute products, the STATE reserves the right to terminate

the award and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

If an item is backordered or cannot be delivered within the required time frame for any reason, it shall be the CONTRACTOR's responsibility to notify the state agency of the backorder or delayed delivery status. Notification shall be made within twenty-four (24) hours of receipt of order. At that time, the state agency shall have the option to cancel the order and obtain similar products from another source.

1.6 PERSONNEL

1.6.1 Immediately upon award, the CONTRACTOR shall have a Point of Contact (POC) assigned to SFSB accounts throughout the course of the contract. CONTRACTOR's POC shall be designated as the primary contact person to ensure strict adherence to the contractual requirements and communicate with SFSB. Also, the CONTRACTOR shall provide the name of one backup individual who shall assume the responsibilities of the primary contact person in his/her absence.

1.6.2 The CONTRACTOR's POC shall adhere to a twelve (12) hour response time, Monday through Friday 8:00 a.m. to 4:00 p.m. during product recalls and emergencies. CONTRACTOR's POC shall provide the following services:

- a. Timely communication with the Director of SFSB or designee to discuss shortages and needed substitutions.
- a. Respond to SFSB's complaints and inquiries about various products.
- b. Issue credit memos and arrange for returns/pick-ups of mis-shipped or unacceptable products. Resolve any problems with the order/delivery schedule (including, but not limited to: pick up/delivery timing and access issues) that arise.
- c. Coordinate with SFSB any rebate programs.

1.7 RECALL/CHANGE PROCEDURES

The CONTRACTOR shall adhere to the following in situations, including but not limited to, USDA or manufacturer recalls, changes in USDA regulations, and changes in STATE, Department of Education, menus:

1.7.1 Notification. All USDA and Manufacturer recalls should be communicated to SFSB in an email within twenty-four (24) hours of the CONTRACTOR being notified. Upon notification SFSB will discuss with the CONTRACTOR the needed steps to execute the recall.

1.7.2 Removal. The CONTRACTOR shall remove all recall items from all schools. All products impacted by the recall shall be stored in accordance with the CONTRACTOR'S internal recall procedures.

1.7.3 Disposal. The CONTRACTOR shall dispose of all products in accordance with USDA and manufacturer guidelines.

1.8 RETURNS

Items delivered in damaged packaging affecting the quality of the produce or readability of required labeling may be rejected and returned for credit or immediate replacement, at no cost to STATE. Damaged or rejected products must be immediately removed from the site and replaced with products of the quality required by these specifications. The STATE also reserves the right to reject any product with a short (less than 5 days) expiration period. Products shall meet all applicable federal and state regulations.

Failure to replace or to remove any rejected product shall not relieve the CONTRACTOR from the responsibility imposed upon it by the contract. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

1.9 TRACEABILITY

CONTRACTOR shall provide trace back capabilities for all products to the point of origin. Traceability's capabilities must prove custodial ownership and transfers along the supply chain with indicators of proper temperature measures upon each delivered item.

SPECIAL CONDITIONS

GENERAL INFORMATION

1. Addenda and Interpretations

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the STATE, Hawaii Department of Education, Procurement and Contracts Branch (PCB) via facsimile at (808) 675-0133 or e-mail to marie.neilson@k12.hi.us for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for the close of bids.

Interpretation(s) if any and any supplemental instructions will be in the form of written addenda that will be made available to all HlePRO registered Offerors prior to the date fixed for the close of bids. Failure of any Offeror to receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

2. Scope

Work under this agreement shall consist of furnishing and delivering staple goods to various school cafeterias of the Hawaii Department of Education and shall be in accordance with these Special Conditions, the attached Specifications, and the General Conditions AG-008 (latest revision).

3. BUY AMERICAN

The Richard B. Russell National School Lunch Act (NSLA) provides in Section 12(n) the Buy American provision which requires that School Food Authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d).

3.1 Applicability to Hawaii:

Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

The STATE, Department of Education participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic-Hawaii commodities or products for Programs meals.

3.2 Offeror Responsibility:

Offeror will comply with the Buy American requirement, which dictates that SFAs participation in the federal school meal programs are required to purchase domestic-Hawaii commodities and products for SFA meals to the maximum extent practicable.

A domestic-Hawaii commodity or product means an agricultural commodity that is produced in Hawaii and a food product that is processed in Hawaii substantially (at least fifty-one [51] percent) using agricultural commodities that are produced in Hawaii (7 CFR 210.21, 220.61). SFAs in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities, as determined by the SFA to meet school meal program needs per 7 CFR 210.21(d)(3).

3.3 Documentation Requirements:

If the Hawaii Product Preference is applicable, the STATE will require Offerors to certify that an applicable commodity offered was produced in Hawaii, or an applicable product offered was processed in Hawaii and contains at least fifty-one (51) percent of its agricultural food component from Hawaii by using the State

Procurement Office's "CERTIFICATION FOR HAWAII PRODUCT PREFERENCE" form (SPO-038) which is located at the following link: <http://spo.hawaii.gov/all-forms/>

4. Federal Guidelines

U.S. Department of Agriculture (USDA) is an equal opportunity provider and employer.

4.1 In addition to other required provisions, the following provisions are included as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where CONTRACTORS violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTORS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each CONTRACTOR or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—CONTRACTORS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTORS must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

5. Contract Administrator

For purposes of this contract, Mr. Albert Scales, Program Administrator of the STATE, School Food Services Branch or his duly authorized representative or successor in office is designated Contract Administrator (hereinafter referred to as "CA"). He can be contacted by telephone at (808) 784-5500, by fax at (808) 735-6262 or via e-mail at albert.scales@k12.hi.us.

The CA is responsible for:

- o the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- o monitoring the CONTRACTOR'S work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- o notifying (PCB) in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.>").

The CA has designated Ms. Laureen Oda as Point-of-Contact (hereafter referred to as "POC") for this contract. As such, the POC should be the initial contact on all matters related to this contract. She can be contacted by telephone at (808) 784-5526, via facsimile at (808) 735-6262, or via e-mail at Laureen.Oda@k12.hi.us.

6. State's Commitment

Pursuant to Section 3-121-6, HAR, it is mandatory that all STATE, Hawaii Department of Education cafeterias purchase from price lists issued by the STATE, Procurement and Contracts Branch (PCB).

When quality level or product design is not suited to a cafeteria's purpose, however, an exception to purchase outside of the price list may be granted to such cafeteria by the HIDOE PCB.

7. Contract Period

This contract shall commence **upon full execution of the contract** and end on June 30, 2021, subject to availability of funds as specified in the General Conditions.

Beyond June 30, 2021, this contract may be extended for not more than three (3) additional twelve (12) month periods, upon mutual written agreement of the parties, prior to expiration. As the option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for the extension. The contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price adjustment allowed by the contract.

OFFEROR INFORMATION

8. Offeror's Authority to Bid

The STATE will not participate in determinations regarding a Offeror's authority to sell a product or perform a service. If there are any questions or doubts regarding a Offeror's right or ability to obtain and sell a product or to render a service, the Offeror should resolve those issues prior to submitting a bid. If

the Offeror's offer meets specifications and is acceptable and the bid price submitted is the lowest bid, the contract will be awarded to that Offeror.

9. Offeror Qualifications

In addition to meeting legal and any other requirements of this solicitation, Offeror must meet these qualifications to be considered for award.

Authorized Distributor

At the time of offer submittal, Offeror shall be an authorized distributor or reseller of items offered. As evidence of this, Offeror may be requested to provide documentation from the manufacturer which verifies Offeror's status as an authorized distributor.

State of Hawaii-based Office

At the time of offer submittal and during the award period, Offeror shall maintain a State of Hawaii-based wholesale or retail business with a permanent office and be compliant with the current Good Manufacturing Practices.

Offeror shall designate at least one (1) employee as the HIDEOE point of contact (POC) for this contract. This individual shall be based at Offeror's State of Hawaii-based Office and available during regular business hours, Monday – Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

Warehouse Facility

At time of bidding and during the term of contract, Offeror shall have facilities in the State for storage of refrigerated/freezer, non-refrigerated products, disposables and custodial supplies that are not delivered on the same pick up date. The reserved storage areas for STATE products shall be secured from damage or theft. As evidence of this, Offeror shall provide onto Exhibit A page information regarding this storage facility.

At the time of bidding and throughout the contract period, Offeror shall maintain a Warehouse Facility (hereafter "Facility") at each of the geographic areas Offeror is awarded. Facility shall be a wholesale or retail business with a permanent warehouse capable of stocking an inventory of products. Facility shall be compliant with the current Good Manufacturing Practices. Offeror shall submit information regarding each Warehouse Facility on Exhibit A. Offeror shall print and submit a copy of the applicable Offer Page for each of the following geographic areas: Island of Oahu, Island of Hawaii, Island of Maui, Island of Molokai, Island of Lanai and the Island of Kauai.

Delivery Capabilities

Offeror shall be capable of delivering products awarded to the various cafeterias on the island(s) specified. Except for the islands of Molokai and Lanai, which shall have deliveries one (1) day per week, deliveries shall be scheduled for at least two (2) non-consecutive business days per week to all schools on Oahu, Hawaii, Maui and Kauai. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.)

All deliveries of refrigerated or frozen food products shall be made from refrigerated vehicles as per State of Hawaii Department of Sanitation food safety and sanitation guidelines. The ordering school reserves the right not to accept deliveries made in non-temperature-controlled vehicles.

Documentation

Offeror shall provide all necessary documentation to substantiate compliance with this requirement. The Offeror shall submit the following documents with the offer:

Offeror is requested to submit the following documents with their offer. Offeror is required to submit the following documents to the CA/POC within three (3) business days of HIDEOE request:

- a. Copy of Current State of Hawai'i Department of Health Food Safety Inspection
- b. Copy of Current State of Hawai'i Food Establishment Permit
- c. Copy of the most recent Accredited Third Party Certification review
- d. Copy of the most recent Food Safety Management Systems review
- e. Information as to the conversion method and location of the packing code date

Refrigerated Vehicle(s). In compliance with Title 11, Chapter 50, Hawaii Administrative Rules (HAR) related to Food Safety Code, deliveries of frozen/chilled products shall be made in vehicles with refrigeration systems capable of maintaining the proper frozen/chilled state of products delivered.

The STATE reserves the right to research, evaluate and inspect the Offeror's storage facility or service provider to determine acceptability under this requirement.

Failure on the Offeror's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contact period. Failure to maintain these requirements shall result in cancellation of award.

10. Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

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

Offeror should refer to the "Contract Execution" provision for further information regarding the above-mentioned requirements.

BID PREPARATION

11. Offer Page OF-1. Offeror is requested to submit the bid under the company'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 Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the hard copy Offer Page OF-1 shall be an **original signature in ink**. Ink signatures are not required for electronic submission of a bid on HlePRO. The submission of the bid on HlePRO shall indicate the Offeror's intent to be bound.

12. Taxable Transaction. Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication-1 (Revised 2018) is included herein by reference and available online at <http://files.hawaii.gov/tax/news/pubs/18pub1.pdf>

13. Tax Exempt Transaction. If, however, an Offeror is a person exempt by the HRS from paying the general excise tax 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.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

14. Bid Price. Unit Bid Price shall include labor, equipment, materials, transportation, overhead, profit, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Bid price shall be the all-inclusive cost to the HIDOE and no other charges will be honored.

In case of error in extension of bid price, unit bid price shall govern.

Unit bid prices shall be based on delivery to destination on the island bidding on as follows:

- For the Islands of Oahu, Hawaii, Maui, Kauai, Unit bid prices shall be based on delivery to school cafeteria. Unit bid price shall, upon school's request, include the stacking of delivery items in a previously-cleared storage area;
- For the Islands of Molokai and Lanai, Unit bid prices shall be based on delivery to dock or airport. The HIDOE will arrange for transportation from dock or airport to school;
- Offeror must bid on all items within a Group to qualify for that Group award; Offeror need not bid on all Groups to qualify for award.

15. Brochures/Specifications Literature

Offeror shall submit manufacturer's brochures and/or specifications literature for all products offered on Exhibit A, attached hereto and incorporated by reference. Upon request, Offeror shall provide, at his own expense and within five (5) calendar days from the HIDOE's request, additional information necessary to verify acceptability of products offered. Failure to comply with these requirements may result in rejection of products offered in Exhibit A, In addition, the HIDOE has the option to classify products as disapproved if the Exhibit A and its accompanying information is incorrectly completed. Product brochures and other information submitted shall become the property of the HIDOE and may be retained for future reference.

16. Manufacturer/Brand Name

Offeror shall indicate on the Offer page(s) the exact name of the manufacturer or brand, the manufacturer's product code number, the Offeror's label or brand name, and/or any other identifier(s) of each product offered. Failure to do so or indicating remarks such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet for that purpose.

If any of the called-for elements of product identification are missing on the Offer page, the HIDOE will be unable to determine acceptability of products offered and whether the Offeror is responsive for the item offered. Offeror shall not be allowed to clarify item or product identification after bid opening. This is to ensure all offers are submitted under the same conditions with no opportunity for one Offeror having an advantage over another Offeror after exposure of offers.

17. Hawaii Products Preference

Hawaii Products Preference, although Hawaii products are preferred, shall not be factored into any award
SPECIAL CONDITIONS SC-7
IFB D21-027

subject to this solicitation. When locally grown produce is not available, in season Regional (California, Oregon, and Washington) and domestic (USA grown) should be offered before sourcing outside of the USA. The CONTRACTOR is responsible for identifying the origin of each item on all packaging, delivery invoices and monthly statements by state (i.e. Hawaii-Grown, California) or country if other than USA grown.

18. Authorized Distributor. Offeror may be requested to provide documentation from the manufacturer which verifies Offeror's status as an authorized distributor.

19. Offeror Information. Offeror shall provide information regarding its office location, STATE's point-of-contact, on the applicable Exhibit A.

20. Product Storage Facility and Handling. The storage facility and handling of food products shall be in compliance with the Current Good Manufacturing Practices. The food products shall be stored in a sanitary and pest controlled warehouse facility with appropriate storage equipment as specified; freezer for frozen food, refrigerator for cold/chilled food, and dry storage space for non-refrigerated dry/non-perishable food.

In accordance with food safety guidelines, the food products shall be rotated in and out of storage by expiration date. The food products shall be in appropriate holding equipment during transportation and delivery. The CONTRACTOR shall insure that frozen and chilled food product temperatures are maintained throughout the delivery and receiving process.

21. Liability Insurance. Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this contract. Offeror shall refer to *Liability Insurance* clause for additional information regarding this requirement.

22. Offer Guaranty

An offer guaranty (bid bond) is not required for this IFB.

PRE-APPROVED ACCEPTABLE PRODUCTS

23. Pre-Approval Process

Offerors are advised that only pre-approved, acceptable products will be considered for award.

Products listed in the specifications have been researched and found to meet all necessary requirements and set a standard of quality. However, it is not the STATE's intention to restrict Offerors to only the manufacturers or brands named.

Parties interested in pre-qualifying products must submit the following information for each product.

Step 1 - Documentation (Data Submission Form)

October 13, 2020, at or before 4:00 p.m. (HST): Interested parties **must fax a copy** of the following documents to the Hawaii State Department of Education, PCB, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, fax: (808) 675-0133. Documents shall include:

1. Exhibit B, Data Submission Form (one form per product) – completed and signed;
2. DOE bid item No. and product description on Data Submission Form
3. Manufacturer or brand name, product code number, or other identifier of product

4. Copy of Manufacturer's ingredient label
5. Copy of Nutrition fact sheet, if applicable

The burden of proof as to the quality and suitability of the offered product shall be upon the Offeror.

The STATE has the right to request for clarification from the Submitter. Any request for clarification that is not responded to in a timely manner, may result in the Submitter's requested products being disapproved. In addition, the STATE has the option to classify products as disapproved if the Exhibit A and its accompanying information is incorrectly completed.

On or around October 16, 2020, the STATE will issue an addendum via the HlePRO listing all products submitted for pre-qualification and will include the classification of each product as "Approved" or "Rejected". Any items that have been pre-qualified as "Approved" will require the submittal of samples in accordance with Step 2 – Sample Submission and Evaluation.

Further instructions regarding Step 2 - Sample Submission and Evaluation will be released via addenda.

Any offer for products that have not been listed as a pre-approved acceptable product will be automatically rejected and will not be considered for award.

The STATE shall be the sole judge as to the acceptability of the offered item(s) and its decision will be final.

BID SUBMITTAL

24. Submission of Bid

Offers will be received through the State of Hawaii eProcurement System (HlePRO) Public Procurement Notices Website at <https://hiepro.ehawaii.gov/welcome.html> no later than the date and time stated on the HlePRO.

Submission of a bid shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a bid, each Offeror must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the STATE, Department of Education, PCB no later than seven (7) calendar days prior to the date fixed for the close of bids. This will allow for issuance of addenda, if necessary.
2. become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

All bids shall be made through the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) on the solicitation document(s) available on the HlePRO. Offers shall be completed in accordance with the solicitation instructions, and addenda, if any.

The Specifications, Special Conditions, General Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer

at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the offer.

Offers will be received only until the hour and date set for the close of bids. Unless otherwise stated, Offeror shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

Hard copies of ALL ORIGINAL OFFER PAGES AND ANY OTHER APPLICABLE DOCUMENTS AS STATED IN THE SOLICITATION must also be received by the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the bid closing date.

25. Confidential Information

If an Offeror believes that any portion of his proposal contains information that should be withheld as confidential, then the STATE, Department of Education, PCB should be so advised in writing.

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data 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.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

26. Certification of Independent Cost Determination

By submitting a bid in response to this solicitation, Offeror certifies as follows:

1. The costs in this IFB 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 costs which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

27. Acceptance of Bid

Acceptance of bid, if any, will be made within sixty (60) calendar days after the close of bids and the prices quoted by the Offeror shall remain firm for the sixty day period.

BID EVALUATION

28. Disqualification of Offers

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an individual, firm, corporation or joint venture under the same or different names.

3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for close of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

29. Method of Award

Award, if any, shall be made to the responsive, responsible Offeror submitting the lowest estimated TOTAL SUM BID PRICE per Group or lowest evaluated estimated total bid price per group, if applicable. Offeror is not required to bid on every Group to be considered for the group award. However, Offeror is required to submit an offer on all items within a group to be considered for the group award.

In case of error in the extension of the total bid price, the unit bid price shall govern.

30. Protest

Pursuant to §103D-701, HRS and §3-126, HAR, "Legal and Contractual Remedies", 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 STATE's Chief Procurement Officer, c/o the Procurement Office at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

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. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award(s), if any, resulting from this solicitation shall be posted on the HlePRO and shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

AWARD EXECUTION

31. Price List Award

Formal written contracts and performance bonds will not be required for awards made in response to this bid solicitation. Successful Offerors will receive a "Notice of Award by Price List" letter to which will be attached the price list indicating item(s) awarded to the successful Offeror. This method of award does not waive compliance with the Specifications, Special Conditions, and General Conditions, Form AG-008.

A STATE, Department of Education, Price List will be issued as a result of any awards made against this IFB. Orders will be placed on an "as needed" basis during the term of the contract. The actual purchases will depend on the needs of the STATE and availability of funds.

No work shall be undertaken by the CONTRACTOR prior to the commencement date specified on the contract. The STATE is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

Pursuant to Section 3-121-6, HAR, it is mandatory that STATE, Department of Education, cafeterias purchase from price lists issued by the STATE, Department of Education, Procurement and Contracts Branch. When quality level or product design is not suited to their purpose, however, an exception to

purchase outside of the price list may be granted to such STATE, Department of Education. cafeterias by the Procurement and Contracts Branch.

32. Responsibility of CONTRACTOR

CONTRACTOR shall furnish proof of compliance with these requirements of §3-122-112, HAR:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. One of the following:
 1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
 2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The CONTRACTOR may demonstrate compliance by submitting an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express." Detailed information about the system and regarding this online application process can be viewed at: <http://vendors.ehawaii.gov>

33. Hawaii Compliance Express

A *Certificate of Vendor Compliance* may be obtained through the Hawaii Compliance Express (HCE). This service allows CONTRACTORS to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. CONTRACTORS that elect to use HCE services are required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

34. Timely Submission of All Certificates

The above certificates should be applied for and submitted to the STATE, Department of Education, PCB 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.

35. Failure to Execute Contract

Normally, award shall be made within sixty (60) calendar days after the close of bids but in no case will award be made until all necessary investigations are made. After award is made, failure on the CONTRACTOR'S part to execute a contract as required within ten (10) calendar days (or such further time as the Superintendent may allow) after the Offeror has received the contract for execution shall be just cause for the annulment of the award. The Superintendent reserves the right to cancel or reject this solicitation or all offers in whole or in part when it is in the best interest of the STATE or to award the contract to the next lowest Offeror or may publish another call for tenders, if the lowest bid is non-responsive to the STATE's needs.

36. Availability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment from a third party.

37. Liability Insurance

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall 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.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR'S own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

- Commercial General Liability: \$2,000,000 aggregate
(Occurrence Form) \$1,000,000 combined single limit per occurrence
for bodily injury and property damage.

- Automobile Liability: \$1,000,000 per accident
(Combined Single Limit)

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clause:

- 1) "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."

- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon CONTRACTOR'S execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the STATE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

PRICE LIST PRICE ADJUSTMENTS

38. Pricing Adjustments

Price Adjustment for the Initial Contract Period:

There shall be no price increase adjustment during the first three (3) months of the initial contract period.

Only one price increase if any, per food item, shall be allowed from the first day of the fourth month of this initial contract period and is limited to the inflation rate published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Honolulu area.

Website: https://www.bls.gov/regions/west/hi_honolulu_msa.htm.

Price Adjustment for Contract Extension(s):

If the option to extend is exercised, the CONTRACTOR may submit a price increase adjustment request once, prior to the extension being executed, to be effective during the extension term. CONTRACTOR will be allowed to adjust prices based on the inflation rate published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Honolulu area.

Website: https://www.bls.gov/regions/west/hi_honolulu_msa.htm

The price adjustment is an index specific to Honolulu and will encompass the increase in freight if any.

If the CONTRACTOR chooses to adjust prices, the CONTRACTOR shall submit at the time of such, a written request, documentation or verification that the increase is the result of the inflation rate published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Honolulu area. Documentation shall include CONTRACTOR's cost and shipping for the base agreement period indicating the comparison to "new" cost per food item to the CA and PCB within thirty (30) days prior to the effective date of price change.

In the event of a price decrease in the rate published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Honolulu area, the HIDEOE shall be entitled to reductions. The CONTRACTOR shall notify the HIDEOE within five (5) business days of such price decrease.

PERFORMANCE OF CONTRACT

39. Vendor and Product Evaluation

The School Food Services Branch will distribute SFSB Form 12, Evaluation of Good and Services, to the School Food Service Managers with the issuance of the resulting price list.

Product Evaluation. Upon receipt of complaint, CONTRACTOR shall be notified of product quality. CONTRACTOR shall follow up with the manufacturer and respond to the SFSB as to what remedies have

or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

Vendor Evaluation. In the event of complaints regarding CONTRACTOR's services (i.e. delivery delays, numerous out of stock, failure to notify manager of none delivery, etc.) the SFSB will notify the CONTRACTOR. Within one (1) week of notification, the CONTRACTOR shall take corrective measures to resolve the complaint, and inform the SFSB of action taken.

Should the CONTRACTOR consistently receive complaints for poor service or refuses to resolve the complaints, the HIDEOE reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-125, HAR, Legal and Contractual Remedies.

The resolving of complaints pursuant to product and CONTRACTORS evaluation notifications shall be done at no additional charge to the HIDEOE.

40. Quantities

Quantities listed are estimates for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, Offerors shall submit an offer only on regular stock items to avoid inventory hardships that could arise from stocking materials for HIDEOE use only. In the event the estimated requirements do not materialize in the quantities listed, such failure shall not constitute grounds for equitable adjustment under this award.

The HIDEOE shall have the right to purchase larger or smaller quantities at the prices offered. The CONTRACTOR may, at his option, request approval from the PCB to terminate any line item of the award only when accumulated purchases for that line item exceed the estimated quantity by twenty-five (25) percent or more. The request to terminate a line item shall be accompanied by documentation evidencing the accumulated purchases.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the CONTRACTOR'S cumulative record of purchases for the line item; the record shall list the ordering agency, transaction date, and quantity sold. The Procurement Officer will determine the termination date within ten (10) days from date of receipt of the request.

41. Authority of the STATE, Department of Education

The STATE, Department of Education shall decide all questions which may arise as to the work performed, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the contract. The decision of the STATE, Department of Education in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

42. Relief Available to STATE

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the

deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and

3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or 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 to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

43. Confidentiality Obligations

In the course of performing under this agreement, the CONTRACTOR will receive, be exposed to or acquire confidential information, which may include but not be limited to, names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other employment information, written or oral, fixed in hard copy or contained in any computer database or computer readable form (hereinafter referred to as "Confidential Information"). The CONTRACTOR, including its employees, agents, representatives, and assigns (i) shall not disclose to any third party any Confidential Information, except as specifically permitted by the STATE, (ii) shall only permit use of such Confidential Information by employees, agents, representatives, and assigns having a need to know in connection with performance under this agreement, and (iii) shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) (hereinafter referred to as "Authorized Handlers") who are authorized to handle the Confidential Information. Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR may not share data received under this agreement with any other entity without the prior written approval of the STATE.

CONTRACTOR will be responsible for safeguarding the confidentiality of all personal records it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and the employee of the STATE, Department of Education whose records the CONTRACTOR receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this agreement.

44. Exclusion of Specific Workers

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the

notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

PAYMENT

45. Invoicing

Upon delivery of products, CONTRACTOR shall forward an original and one (1) copy of the invoice directly to the STATE, Department of Education cafeterias as listed on the order. CONTRACTOR's invoices shall include product descriptions exactly as stated on the STATE price list. Invoice should reference both the Price List number and the solicitation number.

46. 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 may reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE may 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.

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date.

The following shall accompany the final payment invoice:

- A valid (not over 2 months old) and **original Tax Clearance Certificate (TCC)** must accompany the final payment invoice. In accordance with Section 103-53, HRS, all CONTRACTORs must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to receipt of final payment.
- The *Certification of Compliance for Final Payment* (DOE Form-22) with an original signature of an authorized representative of the CONTRACTOR.
- In lieu of the above, CONTRACTOR may submit an original *Certificate of Vendor Compliance* as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

APPROVALS

47. State's General Conditions

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

48. Approvals

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

Exhibit A

1. State of Hawaii Office Location: Offeror shall provide the following information regarding the facilities in the State which the Offeror intends to use in the performance of obligations under this solicitation, and Point of Contact (POC). (Reference Special Conditions, Offeror Qualifications):

Name of Company _____

Address _____

Telephone No. _____ Fax No. _____

Point of Contact _____

E-Mail Address _____

Warehouse Facility Information: (please refer to page SC-5*)

Name of Company _____

Address _____

Telephone No. _____ Fax No. _____

Point of Contact _____

E-Mail Address _____

* Offeror shall maintain a Warehouse Facility (hereafter "Facility") at each of the geographic areas Offeror is awarded.

2. Delivery Schedule. Except for the islands of Molokai and Lanai, which shall have deliveries one (1) day per week, deliveries shall be scheduled for at least two (2) non-consecutive business days per week to all schools on Oahu, Hawaii, Maui and Kauai. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday):

Island/Group	Delivery Days (between 6:00 a.m. and 2:00 p.m.)
--------------	---

_____	_____
_____	_____
_____	_____
_____	_____

3. Offeror is requested to submit the following documents with their offer. Offeror shall submit the following documents to the CA/POC within three (3) business days of HODOE request:

- a. Copy of Current State of Hawai'i Department of Health Food Safety Inspection
- b. Copy of Current State of Hawai'i Food Establishment Permit
- c. Copy of the most recent Accredited Third Party Certification review
- d. Copy of the most recent Food Safety Management Systems review
- e. Information as to the conversion method and location of the packing code date

**EXHIBIT B
DATA SUBMISSION FORM**

Product Description:				Bid Item No.:	
Manufacturer:			Brand Name:		
UPC or GTIN #:			Product Code:		
Case Weight:	lbs/ounces	Per Serving Wt.:	oz.	No. of servings/case:	

GROCERY PRODUCTS

The following documents must be submitted along with this form:

- Product Data Sheet
 - a) Nutritional Information (Nutrition Facts and Nutrient Data Sheet)
 - b) Ingredients list **including Allergen Information**
- Product Information indicating the following:
 - a) Case code
 - b) Pack size
 - c) Yield

CHILD NUTRITION LABEL (CN) PRODUCTS (as applicable)

In addition to documents required for Grocery Products, as listed above, the following documents are required:

- CN Label (as it will appear on the Product Case) must show credit toward food components and serving size
OR
- Manufacturer's Formulation Statement

BUY AMERICA CERTIFICATION

Certification of the percentage of U.S. content in products supplied in this IFB is required, if certification is not provided the product will be disqualified.

We will require bidders to certify that the item listed above was processed in Hawaii and contains over 51% of its agricultural food component from Hawaii.

I certify that this product contains at least **51%** of Hawaii grown and/or raised ingredients. Yes No

DATA SUBMISSION FORM COMPLETED AND SUBMITTED BY:
I certify that the above information is correct and accurate to the best of my knowledge and products meet and/or exceed specifications.

Print Name:			Rep. Company:		
Signature:			Date:		Telephone No.:
Hawaii Brokerage:			Hawaii Representative:		

TO BE COMPLETED AT THE TIME OF ACCEPTANCE

Sample Submitted by:

Print Name:			Rep. Company:		
Signature:			Date:		Telephone No.:

DOE USE ONLY

Data Submission:	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject – Reason: _____	Reviewed by: _____
Testing & Evaluation Percentage:		Sample/Testing: <input type="checkbox"/> Accept	<input type="checkbox"/> Reject by: _____

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
1	Aina Haina	377-2422	801 Hind Drive	Honolulu	96821
2	Aliiolani	733-4754	1240 7th Avenue	Honolulu	96816
3	Anuenue	733-8478	2528 10th Ave.	Honolulu	96816
4	Central Middle	587-4400	1302 Queen Emma St.	Honolulu	96813
5	Jefferson	971-6930	324 Kapahulu Ave.	Honolulu	96815
6	Kaahumanu	587-4422	1141 Kinau St.	Honolulu	96814
7	Kahala	733-4670	4559 Kilauea Ave.	Honolulu	96816
8	Kaimuki High	733-4908	2705 Kaimuki Ave.	Honolulu	96816
9	Kaimuki Middle	733-4805	631 18th Ave.	Honolulu	96816
10	Kaiser High	394-1200 xt.2323	511 Lunalilo Home Road	Honolulu	96825
11	Kaiulani	832-3166	783 N. King Street	Honolulu	96817
12	Kalani High	305-0519	4680 Kalaniana'ole Hwy.	Honolulu	96821
13	Kauluwela	587-4456	1486 Aala Street	Honolulu	96817
14	Kawanānakoā M	307-0353	49 Funchal Street	Honolulu	96813
15	Lanakila	587-4478	717 N. Kuakini St.	Honolulu	96817
16	Likelike	832-3375	1618 Palama Street	Honolulu	96817
17	Lincoln	307-2922	615 Auwāiolimu St.	Honolulu	96813
18	Lunalilo	973-0275 xt.239	810 Pūmehana St.	Honolulu	96826
19	Maemae	595-2973	319 Wyllie Street	Honolulu	96817
20	Manoa	988-1866	3155 Manoa Road	Honolulu	96822
21	McKinley High	594-0462	1039 S. King Street	Honolulu	96814
22	Niu Valley Middle	377-2400	310 Halemaumau Street	Honolulu	96821
23	Noelani	988-1850	2655 Woodlawn Drive	Honolulu	96821
24	Nuuanu	595-5429	3055 Puiwa Lane	Honolulu	96817
25	Palolo	733-4704	2106 10th Avenue	Honolulu	96816
26	Pauoa	587-4504	2300 Pauoa Road	Honolulu	96813
27	Roosevelt High	307-0562	1120 Nehoa Street	Honolulu	96822
28	Royal	587-4516	1519 Queen Emma Street	Honolulu	96813
29	Stevenson M	587-4532	1202 Prospect Street	Honolulu	96822
30	Waikiki	971-6903	3710 Leahi Avenue	Honolulu	96815
31	Washington M	973-0182	1633 S. King Street	Honolulu	96826
32	Wilson	733-4744	4945 Kilauea Avenue	Honolulu	96816

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
33	Hawaii School for Deaf & Blind	733-4829	3440 Leahi Avenue	Honolulu	96816
34	Dole Middle	832-3347	1803 Kam IV Road	Honolulu	96819
35	Farrington High	305-5153	1564 N. King Street.	Honolulu	96817
36	Fern	832-3047	1121 Middle Street	Honolulu	96819
37	Kalakaua Middle	832-3141	821 Kalihi Street	Honolulu	96819
38	Kalihi	305-2430	2471 Kula Kolea Dr.	Honolulu	96817
39	Kalihi-Kai	305-4181	626 McNeill Street	Honolulu	96817
40	Kalihi-Uka	832-3315	2411 Kalihi Street	Honolulu	96819
41	Kalihi-Waena	832-3215	1240 Gulick Avenue	Honolulu	96819
42	Kapalama	305-5550	1601 N. School Street	Honolulu	96817
43	Puuhale	305-2471	345 Puuhale Road	Honolulu	96819
44	Aiea High	483-7312	98-1276 Ulune Street	Aiea	96701
45	Aiea Inter	483-7233	99-600 Kulaweia Street	Aiea	96701
46	Aliamanu I	421-4105	3271 Salt Lake Blvd.	Honolulu	96818
47	Daniel K. Inouye Elem.	305-3440	Waianae & Ayers Aves.	Wahiawa	96786
48	Helemano	621-0808	1001 Ihi Ihi Avenue	Wahiawa	96786
49	Hickam	421-4161	Manzelman Circle, HAFB	Honolulu	96818
50	Iliahi	621-7500	2035 California Avenue	Wahiawa	96786
51	Kaala	305-3952	130 California Avenue	Wahiawa	96786
52	Kipapa	627-7310	95-075 Kipapa Drive	Mililani	96789
53	Leilehua High	305-3112	1515 California Avenue	Wahiawa	96786
54	Makalapa	421-4113	4435 Salt Lake Blvd.	Honolulu	96818
55	Mililani High	307-4185	95-1200 Meheula Pkwy	Mililani	96789
56	Mililani Ike	626-0940x252	95-1330 Lehiwa Drive	Mililani	96789
57	Mililani Mauka	305-1761	95-1111 Makaikai Street	Mililani	96790
58	Mililani Middle	627-9010x73109	95-1140 Lehiwa Drive	Mililani	96789
59	Moanalua	305-1268	1337 Mahiole Street	Honolulu	96819
60	Moanalua High	305-1169	2825 Ala Ilima Street	Honolulu	96819
61	Moanalua Middle	305-1330	1289 Mahiole Street	Honolulu	96819
62	Mokulele	421-4189	250 Aupaka St., HAFB	Honolulu	96818
63	Nimitz	307-4431	520 Main Street	Honolulu	96818
64	Pearl Harbor	421-4136	1 Moanalua Ridge	Honolulu	96818

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
65	Pearl Harbor Kai	421-4254x275	1 C Avenue & Center Drive	Honolulu	96818
66	Radford High	421-4221	4361 Salt Lake Blvd.	Honolulu	96818
67	Red Hill	831-7865	1265 Ala Kula Place	Honolulu	96819
68	Scott	483-7227	98-1230 Moanalua Road	Aiea	96701
69	Solomon	305-1841	211 Carpenter Street	Wahiawa	96786
70	Wahiawa	621-5011	1402 Glen Avenue	Wahiawa	96786
71	Wahiawa Inter	305-3352	275 Rose Street	Wahiawa	96786
72	Waialua	307-2621	67-020 Waialua Beach Rd.	Waialua	96791
73	Waialua H/I	307-2442	67-160 Farrington Hwy.	Waialua	96791
74	Waimalu	483-7215	98-825 Moanalua Road	Aiea	96701
75	Wheeler Inter	621-8655	Wheeler AFB	Wahiawa	96786
76	August Ahrens	307-7250	94-1170 Waipahu Street	Waipahu	96797
77	Barber's Point	673-7404	3001 Boxer Road	Kapolei	96706
78	Campbell High	305-3674	91-980 North Road	Ewa Beach	96706
79	Ewa Beach	307.2311	91-740 Papipi Road	Ewa Beach	96706
80	Ewa Makai Middle	687-9488	91-6291 Kapolei Parkway	Ewa Beach	96706
81	Highlands Inter	453-6487	1460 Hoolaulea Street	Pearl City	96782
82	Holomua	685-2006	91-1561 Keaunui Drive	Ewa Beach	96706
83	Honowai	307-7140	94-600 Honowai Street	Waipahu	96797
84	Hookele Elem.	305-8590	91-511 Kunehi Street	Kapolei	96707
85	Iroquois Point	499-6500x296	5553 Cormorant Avenue	Ewa Beach	96707
86	Kapolei	305-8752	91-1119 Kamaaha Loop	Kapolei	96707
87	Kapolei High	305-8052	91-5005 Kapolei Parkway	Kapolei	96707
88	Kapolei Middle	693-7025x255	91-5335 Kapolei Parkway	Kapolei	96707
89	Keone'ula Elem	307-2132	91-970 Kaileolea Drive	Ewa Beach	96706
90	Lehua	307-3721	791 Lehua Avenue	Pearl City	96782
91	Maili	697-7152	87-360 Kulaaupuni Street	Waianae	96792
92	Makaha	695-7909	84-200 Ala Naauao Place	Waianae	96792
93	Manana	454-5317	1147 Kumano Street	Pearl City	96782
94	Nanaikapono	305-7890	89-153 Mano Avenue	Waianae	96792
95	Nanakuli High	668-5860	89-980 Nanakuli Avenue	Waianae	96792
96	Palisades	307-4750	2306 Auhuhu Street	Pearl City	96782

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
97	Pearl City High	307-5591	2100 Hookiekie Street	Pearl City	96782
98	Waianae High	697-7008	85-251 Farrington Hwy.	Waianae	96792
99	Waianae Inter	697-7141	85-626 Farrington Hwy.	Waianae	96792
100	Waikele	307-6150	94-1035 Kukula Street	Waipahu	96797
101	Waipahu	675-0156	94-465 Waipahu Street	Waipahu	96797
102	Waipahu High	675-0235	92-1211 Farrington Hwy.	Waipahu	96797
103	Waipahu Inter	307-9072	94-455 Farrington Hwy.	Waipahu	96797
104	Aikahi	305-6760	281 Ilihaui Street	Kailua	96734
105	Castle High	305-0782	45-386 Kaneohe Bay Dr.	Kaneohe	96744
106	Enchanted Lake	266-7802	770 Keolu Drive	Kailua	96734
107	Hauula	293-8929	54-046 Kamehameha Hwy	Hauula	96717
108	Heeia	233-5680	46-202 Haiku Road	Kaneohe	96744
109	Kahaluu	239-3106	47-280 Waihee Road	Kaneohe	96744
110	Kahuku H/I	305-7493	56-490 Kamehameha Hwy	Kahuku	96731
111	Kailua	266-7884	315 Kuulei Road	Kailua	96734
112	Kailua High	266-7908	451 Ulumanu Drive	Kailua	96734
113	Kailua Inter	266-7973	145 S. Kainalu Drive	Kailua	96734
114	Kainalu	305-0320	165 Kaiholu Street	Kailua	96734
115	Kalaheo High	254-7954	730 Iliaina Street	Kailua	96734
116	Kaneohe	233-5640	45-495 Kamehameha Hwy	Kaneohe	96744
117	Kapunahala	233-5657	45-828 Anoi Road	Kaneohe	96744
118	Keolu	266-7816	1416 Keolu Drive	Kailua	96734
119	King Inter	233-5739	46-155 Kamehameha Hwy	Kaneohe	96744
120	Maunawili	266-7825	1465 Ulupii Street	Kailua	96734
121	Mokapu	254-7930	1193 Mokapu Blvd.	Kailua	96734
122	Parker	233-5690	45-259 Waikalua Road	Kaneohe	96744
123	Pope	259-0456	41-133 Huli Street	Waimanalo	96795
124	Puohala	305-5940	45-233 Kulauli Street	Kaneohe	96744
125	Waiahole	239-3118	48-215 Waiahole Valley Rd	Kaneohe	96744
126	Waimanalo E/I	259-0470	41-1330 Kalaniana'ole Hwy	Waimanalo	96795
127	De Silva	974-4859	278 Ainako Avenue	Hilo	96720
128	Hilo High	313-5655	556 Waiuanuenue Avenue	Hilo	96720

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
129	Keaukaha	974-4185	240 Desha Avenue	Hilo	96720
130	Hilo Inter	974-4954	587 Waiuanue Avenue	Hilo	96720
131	Hilo Union	974-4007	506 Waiuanue Avenue	Hilo	96720
132	Holualoa	322-1527	76-5957 Mamalahoa Hwy	Holualoa	96725
133	Honokaa H/I	313-7040	45-527 Pakalana Street	Honokaa	96727
134	Kahakai	313-6252	76-147 Royal Poinciana Dr.	Kailua-Kona	96740
135	Kalaniana'ole E/I	964-9700	27-330 Old Mamalahoa Hwy	Papaikou	96781
136	Kapiolani	974-4006	966 Kilauea Avenue	Hilo	96720
137	Ka'u H & Pahala	313-4151	96-3150 Pikake St.	Pahala	96777
138	Keaau Elem	313-4660	16-680 Keaau-Pahoa Rd	Keaau	96749
139	Keaau High	313-3370	16-725 Keaau-Pahoa Rd	Keaau	96749
140	Keaau Middle	313-4829	16-565 Keaau-Pahoa Rd	Keaau	96749
141	Kealakehe High	313-3646	74-5000 Puohuluhuli Street	Kailua-Kona	96740
142	Keonepoko	313-4582	15-890 Kahakai Blvd.	Pahoa	96778
143	Kealakehe Inter	327-4663	74-5062 Onipaa Street	Kailua-Kona	96740
144	Kohala H/I	889-7130	54-3611 Akoni Pule Hwy.	Kapaau	96755
145	Konawaena High	323-4573	81-1043 Konawaena Sch Rd.	Kealakekua	96750
146	Konawaena El.	323-7569	81-6469 Mamalahoa Hwy	Kealakekua	96750
147	Mt. View	968-2307	18-1235 Volcano Rd.	Mt. View	96771
148	Naalehu E/I	313-4050	95-5545 Mamalahoa Hwy.	Naalehu	96772
149	Paauilo E/I	776-7716	43-1497 Hauola Rd.	Paauilo	96776
150	Pahoa H	965-2162	15-3038 Puna Road	Pahoa	96778
151	Waiakea H	974-4832	155 W. Kawili Street	Hilo	96720
152	Waiakea I	981-7243	200 W. Puainako Street	Hilo	96720
153	Waiakeawaena	981-7213	2420 Kilauea Avenue	Hilo	96720
154	Waikoloa	883-2379	68-1730 Hooke Street	Waikoloa	96738
155	Waimea E	887-6099	67-1225 Mamalahoa Hwy	Kamuela	96743
156	Baldwin High	727-3131	1650 Kaahumanu Avenue	Wailuku	96793
157	Haiku	575-3008	105 Pauwela Road	Haiku	96708
158	Hana H/E	248-4825	4111 Hana Hwy.	Hana	96713
159	Iao	727-5253	1910 Kaohu Street	Wailuku	96793
160	Kahului	873-3061	410 Hina Avenue	Kahului	96732

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM

(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
161	Kalama Inter	573-8758	120 Makani Road	Makawao	96768
162	Kamalii	875-5961	180 Kealii Alanui	Kihei	96753
163	Kamehameha III	662-3960	611 Front Street	Lahaina	96761
164	Kihei	875-6829	250 E. Lipoa Street	Kihei	96753
165	King Kekaulike High	573-8733	121 Kula Highway	Pukalani	96788
166	Kula	876-7617	5000 Kula Highway	Kula	96790
167	Lahaina Inter	662-4025	871 Lahainaluna Road	Lahaina	96761
168	Lahainaluna High	662-3979x241	980 Lahainaluna Road	Lahaina	96761
169	Lihikai	727-4500	335 S. Papa Avenue	Kahului	96732
170	Lokelani Inter	875-5973	1401 Liloa Street	Kihei	96753
171	Makawao	573-8778	3542 Baldwin Avenue	Makawao	96768
172	Maui High	873-3005	660 S. Lono Avenue	Kahului	96732
173	Maui Waena Inter	727-4270	795 Onehee Street	Kahului	96732
174	Pukalani	727-3913	2945 Iolani Street	Pukalani	96788
175	Waihee	727-5342	2125 Kahekili Highway	Wailuku	96793
176	Wailuku	727-5591	355 South High Street	Wailuku	96793
177	Pomaikai	873-3415	4650 South Kamehameha Ave	Kahului	96732
178	Kaunakakai	567-7230	30 Ailoa St.	Kaunakakai	96748
179	Kilohana	774-8427	334 Kamehameha V Hwy.	Kaunakakai	96748
180	Molokai High	567-6962	2140 Farrington Ave.	Hoolehua	96729
181	Lanai H/E	565-7906	555 Fraser Ave.	Lanai City	96763
182	Eleele	335-2118	4750 Uliuli Rd.	Eleele	96705
183	Kalaheo	332-6800	4400 Maka Road	Kalaheo	96741
184	Kapaa High	821-4409	4695 Mailihuna Road	Kapaa	96746
185	Kapaa Middle	821-6966	4867 Olohena Road	Kapaa	96746
186	Kauai H/I	274-3165	3577 Lala Road	Lihue	96766
187	Kamakahahei	241-3221	4431 Nuhou Street	Lihue	96766
188	King Kaumualii	241-3162	4381 Hanamaulu Road	Lihue	96766
189	Kekaha	337-7662	8140 Kekaha Rd.	Kekaha	96752
190	Kilauea	828-0338	2440 Kolo Road	Kilauea	96754
191	Koloa	742-8452	3223 Poipu Road	Koloa	96756
192	Waimea High	338-6820	9707 Tsuchiya Rd.	Waimea	96796

EXHIBIT C
LIST OF SCHOOLS THAT FALL UNDER THE HIDEO SFSB PROGRAM
(Contact SFSB for any changes to this list)

NO.	SCHOOL	PHONE	ADDRESS	CITY	ZIP
193	Wilcox	274-3024	4319 Hardy Street	Lihue	96766

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.