

## NOTICE TO INTERESTED PARTIES

This solicitation document is provided to you for **information purposes**. If interested in responding to this solicitation, you must submit your offer via e-mail using the Microsoft Excel files, as specified in the Special Provisions herein; available from the ASO-Procurement and Contracts Unit at the Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814. If you do not register your company by providing the contact information below for this specific solicitation, you may not receive any addenda and your offer may be invalid.

### **Registration or Request for Copy of Solicitation:**

**Submit E-MAIL to:** E-mail Address: [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov)

### **Provide the following information to register your company:**

- |                       |                    |                          |
|-----------------------|--------------------|--------------------------|
| - Name of Company     | - Mailing Address  | - Name of Contact Person |
| - Telephone Number    | - Facsimile Number | - E-Mail Address         |
| - Solicitation Number |                    |                          |

Upon receipt of interested offeror's registration, ASO-PC will provide a "Microsoft Excel Version 2013 for Windows" file containing the offer forms pages via e-mail.

Bid offers shall be submitted via email to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov) prior to the stated bid due date, with a hard copy of the bid with original ink signatures, to follow within three (3) business days to:

Department of Public Safety  
ASO-PC  
919 Ala Moana Blvd. Room 413  
Honolulu, Hawaii 96814

## **TENTATIVE TIME LINE**

POST IFB ..... June 25, 2018  
WRITTEN QUESTIONS DUE ..... July 6, 2018  
ADDENDUM TO QUESTIONS ..... July 13, 2018  
BID DUE DATE ..... July 20, 2018, 2:00 pm HST  
AWARD DATE (TENTATIVE) ..... August 1, 2018  
CONTRACT START DATE ..... August 15, 2018

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

Legal Ad Date: June 26, 2018

INVITATION FOR BIDS

**NO. PSD 18-HCD-43**

SEALED BIDS

FOR

FURNISHING AND DELIVERING

**MEDICAL AND DENTAL SUPPLIES**

FOR

VARIOUS CORRECTIONAL INSTITUTIONS

will be received up to and opened at 2:00 p.m. on

July 20, 2018

in the Department of Public Safety, Administrative Services Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation may be directed in writing to Marc Yamamoto at facsimile no. (808) 587-1244; or e-mail at [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

Questions must be received by July 6, 2018, and any questions received will be responded to via an Addendum.

Nolan P. Espinda, Director  
Department of Public Safety

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Offeror Name

**PSD 18-HCD-43**

MEDICAL AND DENTAL SUPPLIES  
FOR VARIOUS CORRECTIONAL INSTITUTIONS  
**PSD 18-HCD-43**

Procurement Officer  
Department of Public Safety  
State of Hawaii  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the 103D General Conditions Form AG-008 Effective 10/17/13, as revised, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

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

- ☐ 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: \_\_\_\_\_

Respectfully submitted:

(x) \_\_\_\_\_  
Authorized (Original) Signature

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

\*  
**EXACT LEGAL NAME of Company (Offeror)**

E-mail Address \_\_\_\_\_

\*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:  
\_\_\_\_\_

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
BATTERIES						
AA Alkaline			4/pk	70		
AAA Alkaline 1.5 volts			4/pk	9		
C Alkaline			2/pk	1		
DIAGNOSTICS/EXAMINATION ROOM SUPPLIES						
Blood Pressure Cuff, Adult			1 each	2		
Blood Pressure Cuff, Large Adult			1 each	9		
Blood Pressure Cuff, Small Adult			1 each	2		
Blood Pressure Cuff, Thigh			1 each	1		
Diabetic Foot Exam 10gram monofilament, disposable after each use		20/box		4		
Drapes, Exam 40"x 48"			100/case	7		
EKG/ECG Latex Free, Resting Tab Electrodes			100/pk	116		
EKG Paper (identify the specific EKG paper needed for your machine)				8		
Examination Table Paper, Crepe 18"			12/case	21		
Examination Table Paper, Crepe 21"			12/case	9		
Eye Test Chart - Snellen with Red and Green, (1 each)			1 each	3		
Graduated Measuring Container, plastic, 1/2 oz & 25cc measuring increments up to 1,000cc & 32 oz			1 each	200		
Lubricating Jelly, 3 gm foil pouch			144/box	6		
Otoscope & Ophthalmoscope Pocket Set, 3.5V MacroView			1 each	5		
Otoscope Specula, Adult 4.25mm, disposable			850/box	4		
Percussion Hammer			1 each	1		
Pill Crusher, Heavy Weight Metal, Corrosion Resistant. (Crushes between two standard 3/4 oz cups).			1 each	1		
Pulse Oximeter - finger tip, portable			1 each	11		
Thermometer /Sure Temp 679, Probe Covers,			250/box	42		
Thermometer Digital			1 each	5		

MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Thermometer Probe, Oral, with 4 ' Cord			1 each	4		
Thermometer, Digital, Disposable Cover Sheaths			50/box	2		
Thermometer, Econo Traceable Ultra Refrigerator (NIST Certified)			1 each	2		
Thermometer, Electronic, Sure Temp 679 with Oral Probe			1 each	15		
Thermometer, Single Use, Temp a Dot Thermometer Fahrenheit			100/box	1		
Thermometer, Thermoscan Probe Covers			200/box	68		
Tongue Depressors, Non-sterile			500/box	22		
Tongue Depressors, Sterile			100/box	12		
Ultrasound Gel			8oz bottle	8		
Vaginal Speculum, KleenSpec Disposable - medium			96/case	3		
SYRINGES & NEEDLES						
Syringe, Insulin 1cc 29x.5			100/pkg	39		
Syringe Insulin 1/2cc 29x.5			100/pkg	75		
Syringe, Insulin, "SafetyGlide", 1/2cc, 28g X 1/2"			100/pkg	108		
Syringe, Insulin, "SafetyGlide", 1cc , 28g X 1/2, "			100/pkg	4		
Syringe, Insulin, "VanishPoint", 1cc, U-100, 29g X 1/2"			100/pkg	12		
Syringe, Insulin, "Safety-Lok", 1cc, 29g X 1/2"			100/pkg	24		
Syringe, Tuberculin, "VanishPoint", 1cc , 27g X 1/2"			100/pkg	51		
Syringe, Tuberculin, "Safety-Lok", 1cc, 27g X 1/2"			100/pkg	4		
Syringe, Tuberculin, "SafetyGlide", 1cc , 27g X 1/2"			100/pkg	4		
Syringe, "Vanish Point", 3cc , 25g X 5/8"			100/pkg	2		
Syringe, "VanishPoint", 3cc , 23g X 1"			100/pkg	9		
Syringe, "VanishPoint", 3cc , 22g X 1 1/2"			100/pkg	10		
Syringe, "SafetyGlide", 3cc , 25g X 5/8"			100/pkg	2		
Syringe, "SafetyGlide", 3cc , 23g X 1"			100/pkg	2		

MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Syringe, "BD Eclipse", 3cc , 23g X 1"			100/pkg	39		
Syringe, "BD Eclipse", 3cc , 22g X 1 1/2"			100/pkg	3		
Syringe, Luer-Lock, 5cc			100/pkg	3		
Syringe, Luer-Lock, 10cc			100/pkg	3		
Syringe, Luer-Lock, 30cc			25/pkg	5		
Syringe, Luer-Lock, 60cc			40/pkg	1		
Needles, "SafetyGlide", 25g X 1"			50/pkg	2		
Needles, Monojet M305 Filter, 18g X 1 1/2"			100/pkg	1		
Needles, "SafetyGlide", 22g X 1 1/2"			50/pkg	18		
Needles, "Magellan", 20g X 1 1/2"			100/pkg	8		
Needles, "SafetyGlide", 18g X 1 1/2"			50/pkg	20		
EMERGENCY SUPPLIES						
CPR Pocket-Mask			1/bag	4		
Airway - Guedel, Hardcover kit, Assorted Color coded sizes: 60mm, 70mm, 80mm, 90mm, 100mm			1 kit	1		
Ammonia Inhalants			10/box	8		
Blanket- Emergency Disposable			1 each	2		
Burn Kit, "Water Jel" large soft sided			3 /cs	1		
Chest Wound, Asherman Chest-Seal, bandage,			1/box	4		
Defibrillator - Philips HeartStart Frx, HeartStart 4-yr.Battery			1 each	3		
Defibrillator - Philips HeartStart Frx, SMART Pads II			1 set	1		
QuikClot, 1st Response, Advanced Clotting Sponge			5/box	5		
Resuscitator Bag - Disposable, The Bag II			1/bag	4		
Splint, "SAM", Orange, 4 1/2" X 18" , rolls			1 each	2		
Stifneck Select Collar, Adult:			1 each	12		
Suction Unit, Disposable Ambu Res-cue Pump Collection Canister			1 each	3		

MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
RESPIRATORY CARE						
BiPAP Machine, quiet			1 each	1		
BiPAP Filters			5/pk	1		
BiPAP, Face Mask and Tubing			1 each	4		
CPAP Machine, quiet			1 each	3		
CPAP Face Mask & Tubing			1 each	1		
CPAP Filters			5/pk	1		
Nasal Cannula, Over Ear, With Tubing			50/case	10		
Nebulizer, Handheld With 5ft Tubing, Disposable			6 cs	21		
Oxygen Mask			1/pkg	5		
Oxygen tubing, 7ft.			1 each	10		
Mouthpiece, Personal Best Plastic Oval			100/case	7		
Spirometer/Peak Flow Meter, Full Range, Assess Peak Flow Meter			1/pkg	5		
Suction Catheter, Rigid Yankauer			1 each	1		
LAB SUPPLIES						
Glucometer Test Strips, Assure Platinum			100/box	302		
Glucometer, Assure Platinum			1 each	9		
Glucometer, Assure Normal/High Control Solution			1set/box	14		
Glucometer, TAKE HOME Glucogard Test Strips			50/box	2		
Hemoccult - Occult Fecal Blood Test Cards, Singles (100 count)			100/box	7		
Hemoccult - Occult Fecal Blood Test, Developer			20/box	8		
Influenza Rapid Test Kits, QuickVue/Influenza A & B kits			25 tests/kit	8		
Lancets, Safety Microflow 28g			100/box	20		
Lancets, Assure Safety, 25g,			100/box, 48 box/case	116		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Lancets, Assure Safety, 21g,			100/box, 48 box/case	227		
Microscope Slide Cover Glass, 22mm X 22mm - 0.17mm-.25mm thick			100/box	1		
QuickVue /One Step hCG Urine Test High/Low Test			1 each	87		
QuickVue /One Step hCG Urine Test kits			12 kits/case	7		
Urinalysis - Chek-stix Combo Pak- Urine Positive & Negative Test Controls			50 pk	8		
Urinalysis Reagent 10 Test Strips, Multistix 10SG			100/bottle	16		
Urinalysis Reagent 4 Test Strips, Uristix 4			100/bottle	10		
IV SUPPLIES						
Introcan Safety IV Catheter <b>Winged</b> 24G X 3/4"			50/box	1		
Instyle Autoguard Shielded IV Catheter <b>Winged</b> 18G X 1 1/4"			50/box	4		
Instyle Autoguard Shielded IV Catheter <b>Straight</b> 20G X 1"			50/box	1		
Instyle Autoguard Shielded IV Catheter <b>Winged</b> 20G X 1"			50/box	4		
Instyle Autoguard Shielded IV Catheter <b>Winged</b> 20G X 1 1/4"			50/box	4		
Instyle Autoguard Shielded IV Catheter <b>Winged</b> 22G X1"			50/box	4		
IV Administration Primary Set, 10 drops /ml, with 1 or 2 needleless injection sites. (50/cs)			50/case	6		
IV, Saline Flush Syringes, 10 ml			100/box	21		
IV Solution, Dextrose 5% in Water (D5W) 1000ml/bag			64 /case	5		
IV Solution, Dextrose 5% and Sodium Chloride 0.45% (D5/.45NSS) 1000ml/bag			12 /case	2		
IV Solution, Lactated Ringers (LR) 1000ml/bag,			14/case	2		
IV Solution, Sodium Chloride 0.9% (.9 NSS) 1000ml bags			14/case	16		
IV Solution, Sodium Chloride 0.9% (.9 NSS) 500ml bag			24/case	8		
IV Solution, Sodium Chloride 0.9% (.9 NSS) 100ml bag			80/ case	1		
IV Start Kit with Tegaderm Dressing			50/box	5		
IV Tube Change Labels, Size: 3" X 1"			1000/roll	1		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Tourniquet, Latex Free			10/pk	1		
BIOHAZARD/PERSONAL PROTECTIVE DEVICE SUPPLIES						
Biohazard Bags, Large, 10 gal			250/box	4		
Blood Spill Kits - Universal Precautions Compliance Kit - Hard Case,			1 each	51		
Gloves, Exam, Non-Sterile, Powder Free, Small , Nitrile			100/box	189		
Gloves, Exam, Non-Sterile, Powder Free, Medium, Nitrile			100/box	406		
Gloves, Exam, Non-Sterile, Powder Free, Large, Nitrile			100/box	443		
Gloves, Exam, Non-Sterile, Powder Free, X Large, Nitrile			100/box	29		
Gown - Protective, Liquid Proof, Disposable, elastic cuffs, Xtra Large			20/pkg	2		
Mask - Procedural, Tecnol Fog-Free with ear loop			25/bx	21		
Sharps Container, Red, Puncture Resistant, stackable, 2 gal			1 each	75		
Sharps Container, Red, Puncture Resistant, stackable, 1 qt.			1 each	14		
Shoe Covers - spun-bonded polypropylene			50/box	12		
Sterilization Pouches, Self Sealing, built in indicator 3" X 9"			200/box	3		
SOLUTIONS & PAPER GOODS						
Alcohol, bottled			16 oz	6		
Antibacterial Liquid Hand Soap refill			1 gallon bottle	13		
Bleach			1 Gal. Bottle	28		
Cup, Medicine, Plastic, graduated, 1oz			100/pk,	280		
Cup, Medicine, Souffle, 3/4oz			100/pk,	307		
Cups, Drinking, 5oz			2000 cs	225		
Distilled water			1 Gal. Bottle	4		
Eye Wash bottled			4oz bottle	14		
Germicidal Surface Cleaner, Refill			1 gallon bottle	20		
Hand Sanitizer - (Non Alcohol) refill bottle 1 gal.			1 liter bottle	13		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Hand Sanitizer - (Non Alcohol) refillable pump bottle			20 oz bottle	39		
Hand Sanitizing Wipes, Single Use, Individually Packaged, Non Alcohol Based			100/box	5		
HIBICLENS bottled			4 oz bottle	60		
Hydrogen Peroxide, H2O2, bottled			16oz bottle	12		
Irrigation Solution, Sterile Saline 0.9%, (Sodium Chloride 0.9%) Bottled			1000cc Bottles	2		
Irrigation Solution, Sterile Saline 0.9%, (Sodium Chloride 0.9%) Bottled			500cc Bottles	143		
Paper Towels, Folded, 10.1" X 13 .15"			2400/case	1		
Paper Towels, Folded, 9.4" X 9.25"			2400/case	9		
Potassium Hydroxide 10%, Reagent Droppers			50/box	2		
DRESSINGS, WOUND CARE & PROCEDURES						
A&D Ointment, Foil Packets			144/pk	1		
ABD/ Combine Pads Sterile 5" X 9"			25/pk	35		
Abdominal Pad, Sterile 7 1/2" X 8 "			18/pk	27		
Adhesive Remover Pads			100/pk	4		
Alcohol Prep Pads			100/pk	65		
Alcohol Swabsticks, singles			25/pk	5		
AlgiSite 4" x 4" pad			10/box	10		
Bacitracin Ointment, 1gm Foil Packets,			144/pk	72		
Bandage Strips, Fabric, 2" X 4"			50/pk	202		
Bandage Strips, Fabric, 1" X 3"			100/pk	240		
Bandage, Fabric, Finger Tip, 1 1/2" X 2"			100/pk	33		
Bandage, Fabric, Knuckle, 1 1/2' X 3'			1 case	32		
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Non-sterile 3"X 5" Yds.			12 rolls/pkg	2		
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Sterile 3"X 5" Yds			12 rolls/pkg	12		
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Non-sterile 4"X 5" Yds.			10 rolls/pkg	8		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Non-sterile 6"X 5" Yds			10 rolls/pkg	2		
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Sterile 4"X 5" Yds.			10 rolls/pkg	2		
Bandage, Rolled Gauze, Conforming/Fluff/Stretch, Sterile 6"X 5" Yds.			10 rolls/pkg	2		
Bandage, Scissor, "Lister", 5 1/2 inch stainless steel			1 each	2		
Bandage, Utility Scissor, Plastic Handle, 7 1/4 "			1 each	2		
Barrier Film Wipes - Cavilon No Sting Barrier Film - wipes, Box of 25 wipes			25/box	3		
Burn Gel 3.5gm Foil Packets			25/pk	5		
Butterfly Closure Large Reinforced, 2 3/4" X 1/2"			50/pk	4		
Butterfly Closure Medium, Reinforced, 1 5/8" X 3/8"			50/pk	6		
Central Line Dressing Kit, Disposable			1 each	25		
Chlorascrub Swab			100/pk, 10/case	1		
Chlorascrub Swabsticks			50/pk, 10/case	3		
Coban Self-Adh Wrap, 3" X 5 Yds.			12/pk	85		
Coban Self-Adh Wrap, 4" X 5 Yds.			1 each	55		
Cotton/Rayon Balls, large, non-sterile			1000/bag	1		
Drapes, Surgical 18" X 26" Fenestrated			50/box	2		
Dressing, Non-Adh, Sterile Adaptic, 3" X 3"			50/pk	18		
Dressing, Non-Adh, Sterile Telfa, 3" X 4"			100/pk	5		
Dressing, Non-Adh, Sterile Telfa, 2" X 3"			100/pk	3		
DuoDerm CGF Dressing 4"X 4"			20/box	2		
DuoDerm CGF Dressing 6" X 6"			20/box	6		
Ear Irrigation - OtoClear Ear Irrigation Tips			40/pkg	6		
Emergency Pressure Dressing			1 each	51		
Excilion Split Drain Dressing Sponge , Sterile, 4" X 4"			25/box	11		
Excilion Split IV Dressing Sponge, , Sterile, 2" X 2"			35/ case	10		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Fluorescein Ophthalmic Strips			100/box	3		
Gauze, Packing Plain Strips, Sterile, 1/2" X 5yds.			12/box	5		
Gauze, Packing Plain Strips, Sterile, 1/4" X 5yds.			1/pk	3		
Histofreezer 36M1C Portable Cryosurgical System			1 each	2		
INTRASITE, Gel Applipak,			15g Applipak/10/pk	10		
Iodoform packing gauze 1 inch X 5 yard bottle			12/box	1		
Iris Scissors, Stainless Steel, "4 1/2" Curved			1 each	1		
Iris Scissors, Stainless Steel, "4 1/2" Straight			1 each	1		
Irrigation Tray Kit, Sterile, Disposable with 50-60 cc Piston Syringe			20/case	1		
Kelly Forceps 5 1/2", Stainless Steel, Straight			1 each	8		
Laceration/Suture Tray ER, with Saf/Shield, Sterile Disposable			20/case	1		
Nail Nipper, Heavy Jaw Concave, Stainless, 5 1/2 "			1 each	1		
OPSITE, Flexigrid Dressing, 4" x 5"			10/pk	5		
OPSITE, IV 3000, Framed Dressing			50/box	2		
Petrolatum Dressing, Sterile, 1" X 8			50/pk	1		
Petrolatum Dressing, Sterile, 5" X 9"			50/pk	1		
Povidone Iodine Prep Pads			100/pk	6		
Povidone Iodine Prep Swabs, <b>singles</b>			1 ea	200		
Rolled Gauze, Non-sterile, 4" x 5 Yds.			96/case	57		
Rolled Gauze, Non-sterile, 6" x 5 Yds.			48/case	9		
Rolled Gauze, Sterile, 4" x 5 Yds.			96/case	4		
Rolled Gauze, Sterile, 6" x 5 Yds			48/case	29		
Scalpel Stainless Steel, Disposable Safety Retractable, #10			10/box	2		
Scalpel Stainless Steel, Disposable Safety Retractable, #15			10/box	1		
Scalpel, Stainless Steel, Disposable Safety Retractable, #11			10/box	2		

MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Silver Nitrate Applicators			100/pk	7		
Skin Staple Remover Kit - Sterile Disposable,			1 each	1		
Sponge Gauze, Non-Sterile, 2" X 2", 8-ply			200/pk	148		
Sponge Gauze, Non-Sterile, 3" X 3", 8-ply			200/pk	51		
Sponge Gauze, Non-Sterile, 4"X 4", 8-ply			200/pk	87		
Steri Strips - 1/4' x 4 '			1 pk	11		
Sting Ease Swabs			10/pk	2		
Surgilast Tubular Elastic Retainer, latex free Size # 1 (finger, toe. Wrist)			1 each	3		
Surgilast Tubular Elastic Retainer, latex free, Size # 4, (large hand, arm, leg, foot)			1 each	1		
Surgilast Tubular Elastic Retainer, latex free, Size #3, (medium hand, arm, leg, foot)			1 each	1		
Surgilast, Tubular Elastic Retainer, latex free, # 6, (large head, shoulder, thigh)			1 each	1		
Suture Removal Tray Sterile, Disposable,			1 each	40		
Suture, 4-0 Nylon Black Monofilament 18" W FS-2			12/box	1		
Suture, 5-0 Nylon Black Monofilament 18" W FS-3			12/box	5		
Suture, Dermalon, 5-0 reverse cutting 3/8 circle, 18 "			36/box	1		
Tegaderm Transparent Dressing 4'X 4 3/4"			50/box	14		
Tegaderm Transparent Dressing 6'X 8"			10/box	26		
Tincture of Benzoin, Individually Packaged Swab Sticks			50/bx	5		
TAPE						
Micropore Tape, 1/2" x 10 Yds.			24/pk	3		
Micropore Tape, 1" X10 Yds.			12/pk	4		
Micropore Tape, 2" X10 Yds.			6/pk	7		
Micropore Tape, 3" x10 Yds.			4/pk	1		
Transpore Plastic Perforated Tape, 2" X 10 Yds.			6/pk	2		

MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
UROLOGY SUPPLIES						
Catheter, Foley, Bardex IC Infection Control Catheter 14 fr., 5cc			12/case	20		
Catheter, Straight red rubber, 14 fr.			100/box	2		
Catheterization, Urethral Tray, 14 fr catheter, straight catheter			1 each	80		
Urinary Drainage Bag, Continuous, 2,000 ml with anti-reflex valve			20/box	2		
GI /FEEDING/OSTOMY SUPPLIES						
Ensure Plus Therapeutic Nutrition Ready-to-Drink Vanilla Institutional / 8-fl-oz (237-mL) Can			Case of 24	95		
Ensure Plus Therapeutic Nutrition Ready-to-Drink Chocolate Institutional / 8-fl-oz (237-mL) Can			Case of 24	65		
Ostomy Deodorant			8 oz bottle	1		
Ostomy Protective Barrier Skin Wipes			50/box	1		
Stoma Adhesive Powder			1 oz bottle	1		
Stoma Adhesive Wafers with Flange			5/box	4		
INCONTINENCE SUPPLIES						
Barrier Cream - Cavilion Durable with dimethicone 1 oz tube			1 each	1		
Adult Protective Pull-On Briefs						
Small (20"-31")			72/case	7		
Medium (30"- 42")			72/case	10		
Lareg (41"-49")			72/case	24		
X Large (48"-64")			72/case	6		
Underpads/Chux, Small, 23" X 24"			100/case	17		
Underpads/Chux, Large, 23" X 36"			100/case	32		
PROTECTIVE DEVICES						
Heel/Elbow Protectors, Knitted Gel Filled, Machine Washable, Small Up to 8½" (22 cm)			1 pr/each	1		
Humane Safety Blanket			1 each	5		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Humane Safety Smock, fits up size 60			1 each	12		
Suncreen SPF 50 or higher (non aerosol)			1 each	6		
ORTHOPEDICS						
Abdominal Binder/Support (Provide abdominal girth measurement) Velcro closure			1 each	2		
Ankle Support, Elastic Slip On, Sm. 10' - 12.5 "			1 each	4		
Ankle Support, Elastic Slip On, Med. 12.5" - 15"			1 each	11		
Ankle Support, Elastic Slip On, Lg. 15" - 17 1/2"			1 each	2		
Ankle Support, Elastic Slip On, XLg.			1 each	2		
Arm Sling Pouch			1 each	4		
Arch Supports, Foam or Gel			1 each	5		
Back Support, Stabilizing Soft form, flexible stays L 37"- 40"			1 each	2		
Back Support, Stabilizing Soft form, flexible stays XL 41" - 44"			1 each	2		
Back Brace Comfortform, with molded lumbar compression pad with overlapping double pull straps (latex free) Lg			1 each	8		
Back Brace Comfortform, with molded lumbar compression pad with overlapping double pull straps (latex free) Med			1 each	8		
Bandage, Elastic Stretch (ACE) with Hook & Loop Closures, (Velcro) 3 " X 5 Yds.			10/pkg	7		
Bandage, Elastic Stretch (ACE), with Hook & Loop Closures, (Velcro) 4" X 5 Yds.			10/pkg	10		
Bandage, Elastic Stretch (ACE), Double Hook & Loop Closures, (Velcro) 6" X 5 Yds.			10/pkg	4		
Cold Compress/Pack, Instant, Disposable, 5" X 7 "			1 each	165		
Compression, TED Stockings, Knee High			1 pr	1		
Compression, TED Stockings, Thigh High,			1 pr			
Elbow Support, Neoprene/Spandex, Slip-on, Sm. 9' - 10"			1 each	5		
Elbow Support, Neoprene/Spandex, Slip-on, Med. 10"- 11"			1 each	2		
Elbow Support, Neoprene/Spandex, Slip-on, Lg. 11" X 12"			1 each	3		
Elbow Support, Neoprene/Spandex, Slip-on, X Lg. 12" - 14"			1 each	2		
Heel, Cup/Cushion. Gel, Male			1 pair	5		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Heel, Cup/Cushion. Gel, Female			1 pair	4		
Hernia Belt Single			1 each	2		
Hot Compress/Pack, Instant Disposable, 5" X 7 "			1 each	9		
Knee support - open patella with medial/lateral spiral stays 2X Lg			1 each	4		
Knee support- open patella with medial/lateral spiral stays X Lg			1 each	8		
Knee support- open patella with medial/lateral spiral stays Lg			1 each	14		
Knee support- open patella with medial/lateral spiral stays Medium			1 each	14		
Knee support- open patella with medial/lateral spiral stays Small			1 each	2		
Knee Support, Neoprene/Spandex, Slip-on, Sm. 12'- 14 1/2"			1 each	1		
Knee Support, Neoprene/Spandex, Slip-on, Med. 14 1/2"- 17"			1 each	4		
Knee Support, Neoprene/Spandex, Slip-on, Lg. 17" X 19 1/2"			1 each	1		
Wrist, Carpal Tunnel Support, Ambidextrous, <u>No Stays</u> , Med. 6" - 7"			1 each	5		
Wrist, Carpal Tunnel Support, Ambidextrous, <u>No Stays</u> , Lg. 7"- 8"			1 each	2		
Wrist Support, Ambidextrous, Elastic, <u>No Stays</u> , Med. 6" - 7"			1 each	1		
Wrist Support, Ambidextrous, Elastic, <u>No Stays</u> , Lg. 7"- 8"			1 each	1		
Splint, Colles Unpadded, Right, Leg			1 each	5		
Splint, Colles Unpadded, Left, Leg,			1 each	5		
Triangle Bandage			12/pkg	1		
INFIRMARY PERSONAL CARE/COMFORT SUPPLIES						
Bathing Cloths, Aloe Vesta No rinse Ph Balanced (Bathing cloths contain natural botanical oils and dimethicone to moisturize and condition)			8 cloths /pkg	3		
Bedpan - Disposable,			50/case	1		
Denture Adhesive			1 tube	40		
Emesis Basin - Disposable 10"			50/box	10		
Flushable Moist Hygienic Wipes			8/case	6		

# MEDICAL SUPPLIES

ITEM	Manufacturer / Brand Name	Product No.	Approximate Units/PKG	Estimated Annual total	Unit Price	Estimated Annual Quote
Ring Cushion			1 each	2		
Shampoo and Body Wash, 1 Gallon with Pump Dispenser			1 gal. Bottle	14		
Sitz Bath			10/case	1		
Washcloths - Disposable			70/pack	3		
Water Pitcher - Covered, Disposable			25/case	6		
DURABLE MEDICAL EQUIPMENT						
Cane, Aluminum, Adjustable, 400 lb Weight Capacity			1 each	5		
Cane, Quad, Aluminum, Adjustable			1 each	1		
Wheelchair, 20" Wide, 16" Deep, Desk Length Removable Arms with Swing Away Removable Footrest, 250 lb Weight Capacity			1 each	2		

FOR SPECIALTY ITEMS OR ITEMS NOT LISTED HEREIN: \_\_\_\_\_ Percent (Discount) Off Publicized Retail Price List

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		200/BX	ABSORBENT POINTS CELL PK (MED)	2		
		180/BX	ABSORBENT POINTS CELL PK#506 (#15-40)	2		
		12/BX	ACCLEAN TOOTHBRUSH DENTUR	1		
		18/BX	ARTICU FILM DOUBLE SIDED (25 SHEETS)	1		
		300/BX	ARTICULATING PAPER BLUE STRIPS	2		
		25/BX	ATTEST BIOLOGICAL MONITOR 48HR AMPLUE	1		
		GAL/BT	BANICADE PLUS GLUTARALDEH 3.4%	8		
		250/PK	BIB-EZE DISPOSABLE BIB HO	1		
		500/BX	BITE WING TABS NO PEEL	1		
		2/BX	BLU-BITE HP FAST SET (MINT)	1		
		5mL/BT	BOND FORCE KIT BOTTLE	2		
		100/BX	BOUFFANT CAP (WHT POLY 2)	4		
		100/BX	CALASEPT PLUS NEEDLES (FLEXITIP)	1		
		100/PK	CARBIDE BUR FG CLINIC	1		

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		225/BX	CHAIR COVER (27.5x24)	4		
		150/BX	CHAIR SLEEVE NO-SLIP (48x56)	1		
		10/BX	CHAMBER BRITE AUTOCLAVE (CLEANER)	3		
		EA	CLEARFIL SE PROTECT KIT	1		
		25lb/BX	COECAL DENTAL STONE (BUFF)	1		
		500/BX	COIN ENVELOPE BROWN (2.5"x4.25)	2		
		EA	COTTON ROLL DISPENSER DEL (MAUVE)	2		
		EA	DENTAL FLOSS WAXED MINT (20yd)	1		
		12/PK	DENTURE BOXES (ASSORTED)	1		
		5/PK	DIAMOND FG 859-014SF	2		
		144/BX	DISPOS-A-TRAP #5501	2		
		144/BX	DISPOS-A-TRAP #6100C	2		
		50/BX	EARLOOP MASK ULTRASOFT (BLUE)	15		
		3.8Gm/EA	ESELITE SIGMA QUICK SYR (A2)	2		

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		3.8Gm/EA	ESELITE SIGMA QUICK SYR (A3.5)	2		
		50//BG	EVACUATOR TIPS NON-VENTED DISPOSABLE	20		
		EA	EXPLORER DE #3	6		
		EA	FORCEP UTILITY PICK-UP	1		
		20/BG	GC FUJICEM 2 MIXING TIO	1		
		500/JR	GS-80 CAPS REG SET	2		
		EA	IRM COMPLETE PKG (IVORY)	1		
		50/CA	ISOLATION GOWN KNITCUFF (REGULAR)	6		
		50/CA	ISOLATION GOWN KNITCUFF (REGULAR)	4		
		1lb/EA	JELTRATE PLUS DF FAST SET	2		
		6/BX	K-FILES 30mm #10	2		
		6/BX	K-FILES 30mm #30	2		
		50/BX	LIDOCAINE CARTRIDGE 2% (1:100 w/EPI)	22		
		6/PK	MIRROR DOUBLE SIDED FS #4	3		

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		100/BX	MONOJECT NEEDLES 27Ga LON (METAL HUB)	1		
		100/BX	MONOJECT NEEDLES 30Ga X-S (PLASTIC HUB)	1		
		4/BX	NATURAL ELEGANCE FLOWABLE INTRO	2		
		EA	NEUTROGENA SUNBLOCK SPORT SPF 70 (5oz)	8		
		EA	OPTI 33 TB SPRAYER	1		
		64oz/BT	PERIDEX	4		
		250/BX	SAFE N SURE OPT ENVELOPES (SIZE 2)	12		
		100/BX	SALIVA EJECTOR CLEAR (w/BLUE TIP)	4		
		EA	SALIVA EJECTOR TIP (GRAY)	2		
		200/BX	SELF SEAL STERILIZATION P (2.25x4)	2		
		200/BX	SELF SEAL STERILIZATION P (3.5x5.25)	3		
		50/BX	SEPTOCAINE CART 4% w/EPI (1:100M)	4		
		EA	SOF-LEX XT POP-ON DISCS K #2380	1		
		250/PK	SOLO EVACUATOR CUPS FOR A UNIT	2		

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		EA	SPRAY & CLEANING (6OZ CAN)	2		
		25/PK	SURG-O-VAC TIP (0.125" WHITE)	2		
		10/BX	TECHNOCUT PLUS SCALPEL #12	1		
		30gm/JR	TEMPORARY FILLING MATERIA	2		
		EA	TMS BENDING TOOL MINIM SI B-61-M	1		
		EA	TRADITION STANDDARD BUR CH	4		
		500/BX	TRAY BARRIER (10.5x14)	4		
		1000/CA	TRAY COVER (8.5"X12.25")	1		
		500/BX	TRAY SLEEVE 3300 (7.5x10.5)	1		
		5/BX	UNITEK CROWN SS 1st PERM (LL5 900335)	2		
		5/BX	UNITEK CROWNS SS 1st OERM (LL3 900333)	2		
		5/BX	UNITEK CROWNS SS 1st PERM (LL4 900334)	2		
		5/BX	UNITEK CROWNS SS 1st PERM (UL1 900511)	2		
		5/BX	UNITEK CROWNS SS 1st PERM (UL2 900512)	2		

# DENTAL SUPPLIES

Manufacturer	Inventory ID (unit code)	Unit size/Drug class	Description	Estimated Annual Quantity	Unit Price	Extended Item Amount
		5/BX	UNITEK CROWNS SS 1st PERM (UL3 900513)	2		
		5/BX	UNITEK CROWNS SS 2nd PERM (LL1 900631)	2		
		5/BX	UNITEK CROWNS SS 2nd PERM (LL2 900632)	2		
		5/BX	UNITEK CROWNS SS 2nd PERM (LR1 900641)	2		
		5/BX	UNITEK CROWNS SS 2nd PERM (UR1 900521)	2		
		5/BX	UNITEK CRWONS SS 1st PERM (LL2 900332)	2		
		EA	WAVE SYRINGE KIT INTRO	2		

FOR SPECIALTY ITEMS OR ITEMS NOT LISTED HEREIN: \_\_\_\_\_ Percent (Discount) Off Publicized Retail Price List

## SPECIAL PROVISIONS

### TERMS AND ACRONYMS USED HEREIN

PSD	=	Department of Public Safety
ASO-PC	=	Department of Public Safety, Administrative Services Office— Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
HCD	=	Health Care Division
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
Par level	=	A consistent level of on-site inventory in the amount of <b>one month</b> of the Estimated Quantity for each line item product Awarded.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	103D General Conditions Form AG-008 Effective October 17, 2013, by the Department of the Attorney General
IFB	=	Invitation for Bids
GET	=	General Excise Tax
HST	=	Hawaii Standard Time
HCCC	=	Hawaii Community Correctional Center
HCF	=	Halawa Correctional Facility
HCF/SNF	=	Halawa Correctional Facility - Special Needs Facility
KCCC	=	Kauai Community Correctional Center
KCF	=	Kulani Correctional Facility
MCCC	=	Maui Community Correctional Center
OCCC	=	Oahu Community Correctional Center
WCCC	=	Women's Community Correctional Center
WCF	=	Waiawa Correctional Facility

### SCOPE

The furnishing and delivering of MEDICAL AND DENTAL SUPPLIES for the various correctional facilities statewide, Department of Public Safety, as specified herein, shall be in accordance with these Special Provisions, Specifications, and the GC.

Attached are **two (2)** sets of Offer Forms. Set 1 specifies the requirements for **Medical Supplies**. Set 2 specifies the requirements for the **Dental Supplies**. Offeror need not bid on **both groups**. However Offeror shall bid on all items within a Group in order to be considered for award of the Group.

All specifications and conditions pertaining to grading, manufacturing, labeling, packing, sanitation, and delivering of the items(s) awarded shall be in accordance with all applicable Federal, State and County statutes and regulations.

### POINT OF CONTACT

For the purposes of the resultant price schedule, the points of contact are as follows:

		<u>Telephone</u>	<u>Facsimile</u>
Contract issues:	Mr. Marc Yamamoto	(808) 587-1215	(808) 587-1244
Facility ordering:	Mr. Wesley Mun	(808) 587-1250	(808) 587-3378

The CONTRACT ADMINISTRATOR for this contract is Mr. Wesley Mun, Health Care Division Administrator (HCDA) or his designated representative.

## **TERM OF CONTRACT**

Each contract shall be for a period of twelve (12) months, commencing September 1, 2018 and ending August 31, 2019, or the dates stated on the Notice to Proceed. Unless terminated, this contract may be extended for three (3) additional twelve-month periods or portions thereof, subject to prior written consent. Only one price adjustment per Item may be allowed per a ninety-day period, provided the adjustment is applied in accordance with the Price Adjustment provisions herein on page SP-16.

## **STATE'S COMMITMENT**

In return for prices submitted, the correctional facilities will purchase within 20 percent (+/-) of their requirements for products listed herein from the lowest responsive, responsible Offeror(s). It is provided, however, when the quality level or any product specification is not suited to the agency's purpose, the Department's Health Care Administrator in consultation with the Procurement Officer, may grant an exception to this commitment.

## **QUANTITIES**

Quantities listed herein are estimates for a twelve-month period. No guarantee to purchase the exact amount listed is intended or implied. Estimated quantities specified herein are subject to change prior to award, and the State reserves the right to increase or decrease the estimated quantity requirements within a twenty percent (20%) range for each item during the twelve-month period. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. Notwithstanding the foregoing, bidder agrees that all items offered shall be delivered in accordance with the delivery requirements specified herein at the quoted case prices.

All interested responsible, responsive vendors will NOT need to purchase and warehouse all quantities and items listed.

Facilities shall notify the Contractor of any increase in quantities with as much lead time as possible to allow Contractor to provide the item(s). If the Contractor fails or refuses to supply the ordering facility with any item, the facility reserves the right to purchase the item(s) from other sources and to charge the Contractor the difference in price.

In the event the requirements do not materialize in the quantities listed, such failure shall not constitute grounds for an equitable adjustment under this contract.

## **CHANGES TO ITEMS AWARDED**

*Should the HCD require a specialty item or an item **not** listed on the attached Offer Form, the awarded vendor shall be afforded the first opportunity to quote the item at quoted discount percentage off their published retail price list, or lower.*

## **QUALITY OF GOODS**

Products furnished under this agreement shall be new, unopened, and of the best quality of its respective kind. Products shall be free from defects that may render it unfit for use. Products shall meet all applicable federal and state regulations.

In the event any item(s) furnished by the Contractor fails to conform to the specifications, or if item(s) delivered are received spoiled, stale, damaged, out-dated, or in a condition not fit for usage, the State reserves the right to reject such item(s). It shall thereupon become the duty of the Contractor to replace such rejected item(s) immediately without expense to the State. Damaged or rejected products must be immediately removed from the site and immediately replaced with products of the quality required by the specifications. Replacement of damaged or rejected products must be completed within seven (7) calendar days from the date of non-acceptance or rejection of product by the PSD. Delivery beyond the seven (7) calendar days for replacement of damaged or rejected products may be allowed upon approval from the ordering entity.”

Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final. Failure to replace any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

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

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

## **RECALL NOTIFICATION**

Offeror shall immediately notify the Department of any defects found in the supplies and shall replace same with approved replacements.

## **OFFEROR’S AUTHORITY TO SUBMIT AN OFFER**

The State will not participate in determinations regarding an Offeror’s authority to sell the product(s) specified herein. If there is a question or doubt regarding an Offeror’s right or ability to obtain and sell a product, the Offeror should resolve the questions prior to submitting an offer. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest price bid, the product will be awarded to that Offeror.

## **OFFEROR QUALIFICATIONS**

Mandatory qualifications:

1. Location of Wholesale or Retail Business. Offeror shall maintain a wholesale, retail business, and warehouse facility, based on the island the Offeror is submitting prices for, at the time of bidding and during the initial and (if applicable) extended contract period, with warehouse and inventory operations for storing and delivering the items awarded. Award shall not be made to any Offeror not meeting this qualification requirement.

It is acceptable for the awardee to have arranged for a "jobber" to store and deliver the awarded product(s), provided that these Offeror Qualification requirements shall be met. Any agreement(s) with "jobbers" shall be effective at the time of the bid submittal.

Award will not be made to any Offeror not meeting these Offeror Qualification requirements.

## **RESPONSIBILITY OF OFFERORS**

**Offerors are required to submit the items below with their offer.** Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR.

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

Refer to the Requirement for Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

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

## **OFFER PREPARATION**

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

The authorized signature on the Offer Form, page OF-1 shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the

Offeror's intent to be bound.

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

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

**Hawaii Vendors.** A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

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

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

**Offer Guaranty.** An offer security deposit is not required for this solicitation.

## **BID PREPARATION**

Offeror shall bid on all items within a group to qualify for award for that group. However, Offeror need not bid on both groups. Offeror must complete all information requested for each item in the group to qualify for award. Failure to do so or the inclusion of remarks such as "as specified" or a blank space will result in rejection of offer for the particular group(s).

**Product Package Labelling.** All product packaging must be clearly labeled identifying the contents, the packaging size/weight, the manufacturing source, the packing date, and the country of origin. If the packing date is part of a code, Contractor shall be able to provide the ordering facility with information on how to read the code. Contractor shall not repackage any product from the manufacturer's original packaging, whether it is individually wrapped or boxed in cases, without the approval of the ordering facility.

**Packaging and Packing.** Packing size or packing requirements are listed on the offer forms, no other sizes are allowable.

**Brand Name.** Offeror shall indicate on the Offer Form pages, the brand name and product number (as applicable) of each item offered. Unless indicated in **BOLD** on the offer sheet, brands may vary from time to time. Product specification yield and/or portions are required. If the Brand listed in **BOLD** is not submitted, the responding vendor will be disqualified for the entire Group and will not be considered for Group award.

**Bid Quotation.** Quoted prices shall be based on "delivery to destination and stacking of items in storage areas as requested by using agencies" and include the following pricing inclusions and conditions:

1. Quoted prices shall be firm for the term of the contract, including mutually agreed upon extension period(s), except for increases allowed under the PRICE ADJUSTMENT provision herein;
2. Include all applicable taxes, except the GET, currently 4.5% for all sales made on Oahu, and/or 4% for all sales made on the islands of Hawaii, Maui, and Kauai. The GET may be added to the invoice as a separate line item and shall not exceed the current rate for that island;
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified; and;
4. Submit prices in terms of the unit (i.e., case) shown on the Offer Form.

Offeror is advised that quoted prices are all-inclusive, with the exception of the GET; and that no other charges will be honored, except as specified herein.

**Purchasing Card (pCard).** Bidder is informed that all agencies of the Executive branch shall use the State's purchasing card (pCard) for all orders totaling less than \$2500. Agencies may continue to issue purchase orders for their transactions with those contract vendors who do not accept the pCard or who assess customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor does not accept the pCard or that vendor assesses a fee for credit card usage.

**Bid Price.** The omission of any requested price per item, will be regarded as a non-responsive bid offer for that item. The prices in the Prices column shall be rounded to the nearest cent (no more than two decimal places), and shall be based on delivery to destination and stacking of items in storage area(s) as requested by using agencies, and shall include all costs except the Hawaii GET, currently 4% for all islands except Oahu, and 4.5% for the island of Oahu only. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate.

All prices shall remain firm for the first ninety day period of the contract specified herein, subject to the Price Adjustment section herein, Special Provisions pages SP-15 and SP-16.

## **OFFER SUBMITTAL**

Offer shall be submitted via e-mail and hard-copy in accordance with this "OFFER SUBMITTAL" Section. An Offeror may e-mail a "most recent revision" of their entire Offer after having e-mailed

an initial Offer. **The Offeror's last e-mailed submittal received before the Bid Opening Date and Time will be considered as the Offeror's only e-mail submittal.**

Offeror shall submit the following items no later than the bid opening time and date:

1. an e-mail of the completed Microsoft Excel file (containing the Offer Form pages) provided by the ASO-Procurement and Contracts Unit.
  - The Offer shall be e-mailed ONLY TO **PSD.BIDS@hawaii.gov**.
  - The **Subject** of the e-mail must be **"IFB No. PSD 18-HCD-43"**.
  - The file must be compatible with Microsoft Excel 2013 for Windows.
2. a completed OFFER FORM page OF-1 with original signature in pdf format.
3. a fully compliant "Certificate of Vendor Compliance" as specified on Special Provisions page SP-12; available on the **Hawaii Compliance Express** website OR individual certificates as described in Special Provisions pages SP-9 through SP-11.

Offeror is cautioned that illegible Offers of any item may be automatically rejected to avoid any errors in interpretation during the offer evaluation process. Offerors may not be given an opportunity to clarify questionable prices. Packaging descriptions such as "approximately" or "average" are not acceptable and will be regarded as a non-responsive bid offer.

### **ELECTRONIC OFFER SUBMITTAL**

**Faxed Documents.** Facsimile version of bid offers shall NOT BE ACCEPTED. Only e-mailed submittals will be considered for award. Offerors shall plan accordingly to meet the Bid Opening Date and Time.

E-mail submittal of the Offer as specified below is required. The ASO-Procurement and Contracts Unit will provide a "Microsoft Excel Version 2013 for Windows" file, containing the OFFER FORM pages, via e-mail. Save a copy of the original e-mailed file to your computer. Work on the copy of the file on your computer. When completed, "protect" and save the file to be compatible with Microsoft Excel 2013 for Windows as specified below.

Only e-mailed Offers submitted to **PSD.BIDS@hawaii.gov** with the subject **"IFB No. PSD 18-HCD-43"**, received prior to the Official Bid Opening Date and Time, and an attached Excel file compatible with Microsoft Excel 2013 for Windows, will be considered for award.

**Format.** BE SURE THAT THE COMPLETED EXCEL FILE IS READABLE AND FUNCTIONAL AS A MICROSOFT EXCEL, VERSION 2013, DOCUMENT IN A "WINDOWS" FORMAT. The e-mailed Microsoft Excel file of the Offer shall govern. Use of Microsoft Excel Version 2013 in Windows, is recommended, to work with and save the Offer to be submitted. Offers using a different version of Microsoft Excel must "save as" a version compatible with Version 2013. Offerors using "Apple/Macintosh", and/or alternative programs such as "OpenOffice" to work on their submittal are solely responsible for the readability and function of the e-mailed file submittal. Inability to access, read, or work with, the e-mailed file may be sufficient cause for rejection of Offeror's entire submittal.

**Locking Files (Protection).** DO NOT REVEAL YOUR PASSWORD IN YOUR E-MAIL SUBMITTAL. Write down, and use a password to "Protect" your Offer. Use only the default settings in the "Protect" functions. **DO NOT** check additional "Protect" options because this may block the ability to read or use the file. In Microsoft Excel 2003 for Windows, these are the only options which should contain a check mark:

- A. The default "Protect Sheet" settings have only three (3) checkmarks:  
(At the top of the "Protect Sheet" box)  
Protect worksheet and contents of locked cells  
(In the "Allow all users of this worksheet to:" section at the bottom)  
Select locked cells  
Select unlocked cells
- B. The default "Protect Workbook" setting has only one (1) checkmark:  
(In the "Protect Workbook" box, where it says "Protect workbook for")  
Structure
- To "Protect" each sheet:
- click on [ Tools ] on the Excel Menu Bar,
  - click on [ Protection ] in the drop-down list,
  - click on [ Protect Sheet... ] in the drop-down list,
  - enter your password in the box,
  - click on [ OK ],
  - enter your password in the pop-up "Confirm Password" box,
  - click on [ OK ],
- To "Protect" the entire workbook:
- click on [ Tools ] on the Excel Menu Bar,
  - click on [ Protection ] in the drop-down list,
  - click on [ Protect Workbook... ] in the drop-down list,
  - enter your password in the box,
  - click on [ OK ],
  - enter your password in the pop-up "Confirm Password" box,
  - click on [ OK ],

Save and close the file and keep your written password in a secure place. Save a copy of the completed file for possible updating of Offers and resubmittal. You can use your password to unprotect the file for modification and resubmittal. Prior e-mail submittals will be disregarded.

Offer may use "receipt" or "confirmation" functions in their e-mail program as available. There is no guarantee that those functions will work with the e-mail program used by the ASO-Procurement and Contracts Unit.

**E-mail Address.** The Microsoft Excel file Offer shall be e-mailed **ONLY TO [PSD.BIDS@hawaii.gov](mailto:PSD.BIDS@hawaii.gov)** and any Offer e-mailed to any other e-mail address shall be disregarded, constituting no receipt of the required e-mail Offer in response to this solicitation.

**E-mail Subject.** For the purposes of this solicitation, the "SUBJECT line" of your e-mail submittal must be specifically titled as **"IFB No. PSD 18-HCD-43"**. This identifies the solicitation for which the Offer is submitted and distinguishes it from Offers for other solicitations. An e-mail Offer submitted without this Subject title may be sufficient cause for rejection of Offeror's entire submittal.

**E-mail Content.** For the purposes of this solicitation, the Subject of e-mail submittal titled **"IFB No. PSD 18-HCD-43"** will contain only the completed Microsoft Excel file. DO NOT include the password for "unprotecting" the file. Submittal to any other e-mail address, e-mail without the correct Subject title, or an attached file which is not compatible with "Microsoft Excel 2013 for Windows" may be sufficient cause for rejection of Offeror's entire submittal.

**E-mail Offer Acceptance.** Offers shall be received up to the time fixed in the public notice for opening of bids, or as amended. Any offer failing to meet the bid opening deadline shall not be considered for award. The same terms apply to Offers received via e-mail. The date and time that the e-mailed Offer submittal is RECEIVED at [PSD.BIDS@hawaii.gov](mailto:PSD.BIDS@hawaii.gov) shall govern over the date and time the e-mail was sent. Offeror is advised to consider the potential lag between sending and receiving e-mail, attributable to erratic internet traffic, and plan accordingly.

Only E-mailed Offers to [PSD.BIDS@hawaii.gov](mailto:PSD.BIDS@hawaii.gov) with the subject "**IFB No. PSD 18-HCD-43**", received prior to the Official Bid Opening Date and Time, and compatible with Microsoft Excel 2013 for Windows, will be considered for award. E-mailed Offers will be not be opened prior to the date and time specified. An Adobe Acrobat "capture" of the e-mail Offers will be used to document its date, time, and content (i.e., the Microsoft Office Excel file attachment). The attached Offer will be copied into a "working folder" for evaluation and processing. Evaluation and processing of the e-mailed Offer shall be conducted as specified in the Invitation for Bids No. PSD 18-HCD-43, as amended by Addenda.

## **CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS**

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

## **OFFER EVALUATION**

Award(s), if any, will be to the responsive and responsible Offeror(s) submitting the lowest evaluated Total Sum Bid for each Group. However, award will be made in the amounts in the Unit Price column within the Group, as submitted on the Offer Form pages.

The HCDA determines the acceptability of packaging for the correctional facilities.

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

## **METHOD OF AWARD**

Award(s) shall be made by Group. Award, if any, shall be made to the responsive, responsible offeror submitting the lowest estimated annual total cost for a group for each island, or the lowest estimated total cost for an island.

In order to be considered for award, all interested responsible, responsive vendors must submit prices for **all items listed within the Group**. Any exclusion and/or non-submittal of pricing for any item(s) within a Group will disqualify the vendor from award consideration for the entire Group.

## **REQUIREMENT FOR AWARD**

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the Department of Public Safety, Administrative Services Office- Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, HI 96814 (ASO-PC) prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

**Hawaii Compliance Express.** The Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

***Alternatively,** for offerors who elect not to register on the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:*

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

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

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

DOTAX Website (Forms & Information): [http://tax.hawaii.gov/forms/a1\\_1alphalist/](http://tax.hawaii.gov/forms/a1_1alphalist/)

DOTAX Forms by Fax/Mail: ..... (808) 587-4242  
IRS ..... (808) 566-2748

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

DOTAX: ..... (808) 587-1488  
IRS: ..... (855) 877-0789

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

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a "*CERTIFICATE OF GOOD STANDING*" (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the ASO-PC 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.

**Final Payment Requirements.** Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over two-months old) and an original "*CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT*" (SPO Form-22), copy attached, for final payment.

## **TIE OFFERS**

A tie in a Group or an evaluated Total Bid Sum, for a Group in an Offer Form set, resulting from offers received from responsive Offerors shall be resolved as follows:

1. Drawing of cards from a standard playing deck. Cards will be drawn by a representative of each Offeror until one drawn card is not matched in value by any other card drawn. The highest valued, non-matched card shall be awarded the Group, even if it is lower in value than other cards which match in value. Offeror has the option to delegate ASO-PC as their representative for this purpose.

## **REQUEST FOR WITHDRAWAL OF OFFER**

An Offeror may submit a written request to withdraw their offer or portion thereof **PRIOR TO THE NOTICE OF AWARD**. All requests shall be accompanied by applicable documentation justifying the request for withdrawal. Any request for withdrawal of an offer for an item or a group of items shall be subject to approval by the Procurement Officer or its designee. Failure to submit documentation justifying the Offeror's request shall be sufficient reason to deny the request.

**NO REQUESTS FOR WITHDRAWAL SHALL BE CONSIDERED AFTER THE NOTICE(S) OF AWARD(S), IF ANY, HAVE BEEN ISSUED.**

## **PRODUCT LIABILITY AND AUTOMOBILE INSURANCE**

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverage:

<u>Coverage</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$3,000,000 per occurrence for bodily injury and property damage \$5,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

### **Each insurance policy required by this contract shall contain the following clauses:**

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO-Procurement and Contracts Unit should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, 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. Upon request by the State, Contractor shall furnish a copy of the policy or policies and any other requested documents such as endorsements".

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 in this contract for a default of the Contractor.

The procuring of such required policy or policies of 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 or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Waiver of Subrogation. A Waiver of Subrogation shall be applicable to the General Liability, Automobile and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract or obtain and procure insurance policies that cover its subcontractor(s) in accordance with the insurance provision of this contract.

## **CONTRACT EXECUTION**

Successful Offeror(s) will receive a Notice of Award in writing, which will be attached to a Department of Public Safety Price Schedule confirming the Items, which the respective successful Offeror has been awarded, to be followed by formal contract for execution by awardee. This method of award does not waive compliance with the Specifications, Special Provisions and GC of the bid.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date. Contractor is solely responsible to be prepared and able to provide products and services specified herein on the official Commencement Date established in the Notice to Proceed.

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

## PRICE ADJUSTMENT

The following price adjustments may be requested in accordance with the conditions herein: (1) increases/decreases in prices due to increases from the Contractor's supplier/manufacturer; and (2) increases/decreases in shipping costs as a result of the fluctuation in fuel costs.

Contractor shall submit written request to the Procurement and Contracts Unit for approval by the Contract Administrator.

No request for adjustment will be approved until ninety (90) calendar days after the start of the contract and not less than ninety (90) calendar days from the date of a previous request. Contractor shall allow approximately ten (10) working days for the State to process price adjustment request.

Requests shall be accompanied with written documentation of invoicing from the manufacturer or supplier to indicate the cost of the item(s) both at the time of offer submittal and at the time of serving notice of request for price adjustment. If a price adjustment request for an item is preceded by an approved adjustment for the same item, only documentation of the current cost is required. Equivalent documentation shall be provided to substantiate differences in shipping costs attributable to fuel costs.

The dollar amount difference, substantiated by valid formal documentation, will be the allowable amount of the increase, provided that the dollar increase does not exceed 20% of the current price. The total allowable adjustment for any item cannot exceed 20 percent of the Unit Bid Price per approved price adjustment request.

No allowances or adjustments will be given to the Contractor for increase in labor, overhead, additional profit, or operating expenses.

All adjustments are subject to approval by the Procurement Officer and will become effective on the date specified by the Procurement Officer.

## ORDERS AND DELIVERY

A price schedule shall be established from which the HCD shall issue purchase orders to the Contractor(s) as supplies are needed during the contract period for delivery to the specified facility on the purchase order.

Deliveries of all orders will be completed within **five working days or less** (from page SP-4) after receipt of order. Deliveries shall be made to the individual facility locations designated on the orders. The Contractor is required to deliver all items outstanding at the end of the awarded contract period if the order was received during the awarded contract period.

## INVOICING

An original plus one (1) copy to:

Department of Public Safety  
Health Care Division  
919 Ala Moana Blvd. Rm 407  
Honolulu, HI 96814;

and one copy sent directly to the ordering facility. Contractor shall reference the purchase order number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the calculated price extension total on the invoice.

## **PAYMENT**

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

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

Final Payment Requirements: Contractors registered on the Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Contractors not participating on the HCE, are required to submit a tax clearance certificate (not over two months old) and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, for final payment

## **FAILURE TO DELIVER**

Contractor shall be obliged to deliver items awarded in this contract in accordance with the terms and conditions stated herein. When an item is not available, it shall be the Contractor's responsibility to obtain prior approval from the Contract Administrator to deliver an equal or better substitute at the contract price quoted.

If the Contractor fails to deliver awarded bid items within the time specified because of conditions beyond his control, the State reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the State's obligation to the Contractor. The State will not assess the Contractor the difference between the price named in the contract and the actual cost charged to the State, provided the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the Contractor shall be liable for any excess costs for such similar goods if he is unable to substantiate to the satisfaction of the State or if in the opinion of the State, the failure to deliver goods was due to the negligence of the Contractor.

In the event Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

## **VENDOR AND PRODUCT EVALUATION**

**Product Evaluation.** Upon the Procurement and Contracts Unit receiving a product quality complaint from any facility, a copy will be sent to the Contractor. The Contractor shall follow-up with the manufacturer, if necessary, and respond to the Procurement and Contracts Unit as to what remedies have or will be taken to correct the problem. If the product quality is not improved and the complaint(s) persist, steps will be taken to delete the Contractor's product from the Price Schedule.

**Vendor Evaluation.** In the event of a complaint regarding a Contractor's service (i.e., delivery delays, numerous backorders, failure to correct defective product deliveries etc.), Contractor shall be sent a copy of the complaint. Within one (1) week of Contractor's receipt of the complaint, Contractor shall meet with or contact the using agency to resolve the problem, then shall notify the Procurement and Contracts Unit in writing of the measures taken to resolve the complaint.

Should the Contractor consistently receive complaints for poor service or fails to resolve the complaint(s), the Procurement Office reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of any product and vendor evaluation complaint shall be at the Contractor's expense.

## **RECORDS RETENTION**

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

## **COMPLAINT OR PROTEST**

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

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

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

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice of award(s), if any, shall be posted on the State Procurement Office website: [www.spo.hawaii.gov](http://www.spo.hawaii.gov)

1. Click on "HANDS (Awards & Notices) "
2. Type in "PSD 18-HCD-43"

3. Search results will be below.
4. Click on "Solicitation #" for more information.

## **FACILITY LOCATIONS**

In return for prices submitted, the following correctional facilities will purchase their requirements of the products listed herein from the lowest responsible and responsive Offeror(s).

HALAWA CORRECTIONAL FACILITY (HCF)  
99-902 Moanalua Road  
Aiea, Hawaii 96701  
Attn: Ms. Mahina Assily, Clinical Section Administrator (CSA)  
Phone number: 485-5178

WAIAWA CORRECTIONAL FACILITY (WCF)  
94-560 Kamehameha Highway  
Waipahu, Hawaii 96797  
Attn: Ms. Irene Revilla, CSA  
Phone number: 677-6136

OAHU COMMUNITY CORRECTIONAL CENTER (OCCC)  
2199 Kamehameha Highway  
Honolulu, Hawaii 96819  
Attn: Mr. Keith Wakabayashi, CSA  
Phone number: 832-1682

WOMEN'S COMMUNITY CORRECTIONAL CENTER (WCCC)  
42-477 Kalaniana'ole Highway  
Kailua, Hawaii 96734  
Attn: Ms. Maureen Camacho, CSA  
Phone number: 266-9694

KULANI CORRECTIONAL FACILITY (KCF)  
HC 01 Stainback Highway  
Hilo, Hawaii 96720  
Attn: Ms. Stephanie Higa, CSA  
Phone number: 932-4480

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)  
Hale Nani  
3200 Kanoelehua Avenue  
Hilo, Hawaii 96720  
Attn: Ms. Kim Rosehill, CSA  
Phone number: 981-5013 / 981-7283

MAUI COMMUNITY CORRECTIONAL CENTER (MCCC)  
600 Waiale Drive  
Wailuku, Hawaii 96793  
Attn: Ms. Jennifer Lopez, CSA  
Phone number: 243-5864

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)  
3-5351 Kuhio Highway  
Lihue, Hawaii 96766  
Attn: Mr. Landon Labrador, CSA  
Phone number: 241-3062