

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.

Upon registration, the Department will email prospective applicant the required excel sheets to submit a formal bid.

If you do not register your company by providing the contact information below for this specific solicitation, you will not receive the required excel offer form sheets for submit an offer. Also, 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

Provide the following information:

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

Late submittals for this solicitation will not be reviewed by this agency.

HAWAII PRODUCT PREFERENCE (Refer to Special Provisions Pages SP-5 and SP-6)

In accordance with ACT 134, SLH 2013, the Hawaii products preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form. Hawaii Products Listings, in effect at the time of posting this solicitation, are attached for informational purposes only. The specified vendor(s) may or may not have registered Hawaii Products which meet the Specifications for this solicitation. The information is attached because the items may be SIMILAR to the items requested in this solicitation. No guarantee of qualification is either intended or implied.

The Hawaii Products Lists are available on the SPO website at <http://spo.hawaii.gov/vendors/hawaii-product-preferences/>, click on the 'Hawaii Products Category' box; and select 'Food' to view a listing of currently registered vendors. Click on a vendor name to see more details about the items. See the attached Hawaii Products Lists for registered items which may be similar to bid items in this solicitation.

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. *The responsibility for certification and qualification shall rest upon the person requesting the preference.*

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, *Certification for Hawaii Product Preference* (attached) and submit to the

Procurement Officer no later than **May 24, 2019** and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SFO-38 is available on the SPO webpage at <http://spo.hawaii.gov/wp-content/uploads/2013/12/spo-038.doc>.

Offerors submitting Form SPO-038, *Certification for Hawaii Product Preference* will receive a response from the Department of Public Safety, Administrative Services Office - Purchasing and Contracts by **May 30, 2019**.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of HP. In the event of any change that materially alters the offeror's ability to supply HP, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Additional forms relevant to this Invitation for Bids No. PSD 19-CPS/FS-28, are near the back of this document, between the Special Provisions and the lists of registered Hawaii Products. The forms are as follows:

1. OFFEROR ATTESTATIONS: Attestation of Availability and Safe Storage of Product and Ability to Deliver
2. OFFEROR QUALIFICATIONS: ATTESTATION OF OFFEROR QUALIFICATIONS
3. SPO - 038: Certification for Hawaii Product Preference

TENTATIVE TIME LINE

POST INVITATION FOR BIDS.....	May 20, 2019
ORIENTATION MEETING.....	Not Applicable
VENDOR QUESTIONS DUE.....	May 24, 2019
HAWAII PRODUCT PREFERENCE (FORM SPO-038) DUE.....	May 24, 2019
RESPONSES TO VENDOR QUESTIONS.....	May 28, 2019
HAWAII PRODUCT PREFERENCE APPROVAL.....	May 30, 2019
BID DUE DATE.....	June 6, 2019

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: May 20, 2019

INVITATION FOR BIDS

NO. PSD 19-CPS/FS-28
(July 1, 2019 – June 30, 2020)

SEALED PROPOSALS
FOR
FURNISHING AND DELIVERING
FROZEN FOOD PRODUCTS

TO
VARIOUS FACILITIES
STATEWIDE

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

June 6, 2019

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 to Ms. Shelley Kohashikawa at PSD.BIDS@hawaii.gov.

Nolan P. Espinda, Director
Department of Public Safety

Offeror Name

PSD 19-CPS/FS-28

FROZEN FOODS PRODUCTS
TO VARIOUS FACILITIES, STATEWIDE
PSD 19-CPS/FS-28 (July 1, 2019 – June 30, 2020)

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 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:

<u>ITEMS</u>	<i>QUANTITIES LISTED HEREIN ARE ESTIMATED ANNUAL QUANTITIES, in pounds0</i>				<u>TOTAL ANNUAL ESTIMATED QUANTITY (A)</u>	<u>QUOTED UNIT PRICE/POUND (B)</u>	<u>TOTAL ESTIMATED ANNUAL BID (A) X (B)</u>
	<u>HALAWA</u>	<u>OAHU</u>	<u>WOMENS</u>	<u>WAIAWA</u>			
#1 Diced for stewing, cut 1 1/2", not to exceed 25% fat, USDA commercial or better	29,000				29000		
#2 Ground, all beef skeletal, meat only beef fat, fresh-frozen, no beef by-products, 85% lean, 15% fat, 10 lbs./cello bag	36,000	12,000	11,600		59600		
#3 Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better	27,000	38,400	7,800	12800	86000		
#4 Chicken Fried Steak, Fully-Cooked Breaded, 4 oz./pattie, 10 lbs./cs.					0		
#5 Non-Meat Pattie 3.4-3.5 oz./pattie, 48-50 pcs./cs.		1,400	2,800		4200		
#6 Boston Butt, boneless, individually wrapped, not more than 1/4" fat cover, 6-8 lbs./pc.	39,000	36,000	13,000	10000	98000		
#7 1" x 1" Pork Diced, 30-40#							
#8 Ham, Tavern-style, boneless, hickory smoked, low sodium, vacuum packed, 90% fat free, not more than 29% water, 9-11 lbs./pc.	11,000	1,400		2400	14800		
#9 Luncheon Meat, CANLESS, pure pork only, 1st grade 6-10 lbs./pc.	4,700	13,200	4,000	4200	26100		
						SUB-TOTAL OAHU 1	

<u>ITEMS</u>	<i>QUANTITIES LISTED HEREIN ARE ESTIMATED ANNUAL QUANTITIES</i>				<u>TOTAL ANNUAL ESTIMATED QUANTITY</u>	<u>QUOTED UNIT PRICE/POUND</u>	<u>TOTAL ESTIMATED ANNUAL BID</u>
	<u>HALAWA</u>	<u>OAHU</u>	<u>WOMENS</u>	<u>WAIAWA</u>	(A)	(B)	(A) X (B)
#10 Pollack, breaded fillets, oven ready, 3-4 oz./pc., 10-25 lbs./cs.	8,900	11,600	2,100		22600		
#11 Fish, Frozen Fillets, Hoki, Pollack, Swai 6-8 oz/pc., 22-30 lbs/cs.		6,400	2,000	6000	14400		
#12 Chicken, Ground MS	32,000	7,000	6,040	16000	61040		
#13 Chicken Patties, breaded, round, ot more than 16 grams of fat/pc., 3 oz./pc.	9,800	7,300		3600	20700		
#14 Chicken Thighs, 1st grade, NO TRAY-PACKAGING, 4-6 pcs./lb., 4/10 lb. bags.	210,000	114,000	25,840	22000	371840		
#15 1" x 3" Cut Chicken Strips, 30 - 40#							
#16 Popcorn Breaded Chicken, RTC, .5-.75oz	7,400	11,600			19000		
#17 Turkey Bologna, Whole, 5-10 lbs./pc.	2,300	2,400	2,600	3600	10900		
#18 Turkey Frankfurters, 8 pcs./lb., 10 lbs./cs.	8,400	11,600	2,600	2400	25000		
#19 Turkey Ham, Tavern-style, whole, 5-12 lbs./pc.	5,000	1,200	1,200	3200	10600		
#20 Turkey Link Sausage w/ casing, 16 links/lb., 10 lbs./cs., Jerome, Jennie O, Longmont, or equal	12,000	10,800	1,800	3800	28400		
						SUB-TOTAL OAHU 2	

	<i>QUANTITIES LISTED HEREIN ARE ESTIMATED ANNUAL QUANTITIES</i>				<u>TOTAL ANNUAL ESTIMATED QUANTITY</u> (A)	<u>QUOTED UNIT PRICE/POUND</u> <u>(B)</u>	<u>TOTAL ESTIMATED ANNUAL BID</u> (A) X (B)
<u>ITEMS</u>	<u>HALAWA</u>	<u>OAHU</u>	<u>WOMENS</u>	<u>WAIAWA</u>			
#22 Turkey Roll, fully cooked, 8-12 lbs./pc.		12,000	3,000	3200	18200		
#23 Turkey Salami, whole, 5-10 lbs./pc.	1,700	2,400	1,200	4000	9300		
#24 Turkey, rolled dark/white meat combo, raw, boned, low salt, 10-12 lbs./roll.	5,800	11,200	6,600	5200	28800		
						SUB-TOTAL OAHU 3	
						SUB-TOTAL OAHU 2	
						SUB-TOTAL OAHU 1	
						TOTAL OAHU (OAHU 1+ 2 + 3)	
#25 Fixed Processing Fee*							

*A "Fixed" cost per pound quote shall be provided, based on product specification (e.g. 1" x 1" Diced pork; 1" x 3" Chicken Strips) and "Catch" or Gross weight. Preferred packaging is a 6x5 lbs. or 30 Lb. case, lined, and shall include the USDA meat and/or poultry Inspection label with a USDA mark of inspection and establishment (EST number), which is assigned to the plant where the product was produced.

*QUANTITIES LISTED HEREIN ARE
ESTIMATED ANNUAL QUANTITIES*

<u>ITEMS</u>	<u>HCCC</u>	<u>KCCC</u>	<u>KULANI</u>	<u>MAUI</u>	<u>TOTAL ANNUAL ESTIMATED QUANTITY (A)</u>	<u>QUOTED UNIT PRICE/ POUND (B)</u>	<u>TOTAL ESTIMATED ANNUAL BID (A) X (B)</u>
#1 Diced for stewing, cut 1 1/2", not to exceed 25% fat, USDA commercial or better				1200	1200		-
#2 Ground, all beef skeletal, meat only beef fat, fresh-frozen, no beef by-products, 85% lean, 15% fat, 10 lbs./cello bag	15,000	1,200	1,400		17600		
#3 Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better	10,800	3,600	4,000	7200	25600		
#4 Chicken Fried Steak, Fully-Cooked Breaded, 4 oz./pattie, 10 lbs./cs.			560	7200	7760		
#5 Non-Meat Pattie 3.4-3.5 oz./pattie, 48-50 pcs./cs.	480		380	744	1604		
#6 Boston Butt, boneless, individually wrapped, not more than 1/4" fat cover, 6-8 lbs./pc.	2,000	24,000	4,600	7200	47800		
#7 1" x 1" Pork Diced, 30-40#							
#8 Ham, Tavern-style, boneless, hickory smoked, low sodium, vacuum packed, 90% fat free, not more than 29% water, 9-11 lbs./pc.	3,200	800	200	900	5100		
#9 Luncheon Meat, CANLESS, pure pork only, 1st grade 6-10 lbs./pc.	3,840	1,200		3960	9000		
					NEIGHBOR ISLANDS SUB-TOTAL 1		

*QUANTITIES LISTED HEREIN ARE
ESTIMATED ANNUAL QUANTITIES*

<u>ITEMS</u>	<u>HCCC</u>	<u>KCCC</u>	<u>KULANI</u>	<u>MAUI</u>	<u>TOTAL ANNUAL ESTIMATED QUANTITY (A)</u>	<u>QUOTED UNIT PRICE/ POUND (B)</u>	<u>TOTAL ESTIMATED ANNUAL BID (A) X (B)</u>
#10 Pollack, breaded fillets, oven ready, 3-4 oz./pc., 10-25 lbs./cs.	9,600	4,800	2,200	3000	19600		
#11 Fish, Frozen Fillets, Hoki, Pollack, Swai 6-8 oz/pc., 22-30 lbs/cs.				240	240		
#12 Chicken, Ground MS	12,000	6,000	7,800	15600	41400		
#13 Chicken Patties, breaded, round, ot more than 16 grams of fat/pc., 3 oz./pc.	2,400	3,600	1,600	1680	9280		
#14 Chicken Thighs, 1st grade, NO TRAY-PACKAGING, 4-6 pcs./lb., 4/10 lb. bags.	42,000	42,000	21,600	36000	141600		
#15 1" x 3" Cut Chicken Strips, 30-40#							
#16 Popcorn Breaded Chicken, RTC, .5-.75oz	6,000			2280	8280		
#17 Turkey Bologna, Whole, 5-10 lbs./pc.	4,800	2,400		3600	10800		
#18 Turkey Frankfurters, 8 pcs./lb., 10 lbs./cs.	3,600	2,400		1440	7440		
#19 Turkey Ham, Tavern-style, whole, 5-12 lbs./pc.	6,000	3,600			9600		
#20 Turkey Link Sausage w/ casing, 16 links/lb., 10 lbs./cs., Jerome, Jennie O, Longmont, or equal	7,200		200	6300	13700		
					NEIGHBOR ISLANDS SUB-TOTAL 2		

QUANTITIES LISTED HEREIN ARE
ESTIMATED ANNUAL QUANTITIES

<u>ITEMS</u>	<u>HCCC</u>	<u>KCCC</u>	<u>KULANI</u>	<u>MAUI</u>	<u>TOTAL ANNUAL ESTIMATED QUANTITY (A)</u>	<u>QUOTED UNIT PRICE/ POUND (B)</u>	<u>TOTAL ESTIMATED ANNUAL BID (A) X (B)</u>
#21 Turkey Pastrami, whole, 5-10 lbs./pc.	1,440	1,200		240	2880		
#22 Turkey Roll, fully cooked, 8-12 lbs./pc.	2,880	1,200	2,000	3600	9680		
#23 Turkey Salami, whole, 5-10 lbs./pc.	2,880	2,400	700	240	6220		
#24 Turkey, rolled dark/white meat combo, raw, boned, low salt, 10-12 lbs./roll.	3,200	400	600	2400	6600		
					NEIGHBOR ISLANDS SUB-TOTAL 3		
					NEIGHBOR ISLANDS SUB-TOTAL 2		
					NEIGHBOR ISLANDS SUB-TOTAL 1		
#25 Fixed Processing Fee							

*A "Fixed" cost per pound quote shall be provided, based on product specification (e.g. 1" x 1" Diced pork; 1" x 3" Chicken Strips) and "Catch" or Gross weight. Preferred packaging is a 6x5 lbs. or 30 Lb. case, lined, and shall include the USDA meat and/or poultry Inspection label with a USDA mark of inspection and establishment (EST number), which is assigned to the plant where the product was produced.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office— Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
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.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	103D General Conditions Form AG-008 Effective 10/17/2013, by the Department of the Attorney General viewable at http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General- Conditions.pdf
IFB	=	Invitation for Bids
GET	=	General Excise Tax
HST	=	Hawaii Standard Time
Par level	=	A consistent level of on-site inventory in the amount of <u>one- twelfth (1/12) of the Estimated Quantity</u> for each line item product awarded.
HCCC	=	Hawaii Community Correctional Center
HCF	=	Halawa Correctional 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 Frozen Foods for Various Correctional Facilities as specified herein, shall be in accordance with these Special Provisions, Specifications, and the GC by reference made a part hereof and available at the ASO-PC.

NOTE: Offeror shall not offer any product containing saccharin or monosodium glutamate.

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. Brian Watanabe	(808) 587-2553	(808) 587-1280

TERM OF CONTRACT

The contract, if any, awarded as a result of this solicitation, shall be for a period of twelve (12) months. Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve-month periods or portion(s) thereof. Any agreement resulting from this solicitation, and any extension thereof, is subject to the provisions in the PRICE ADJUSTMENT Section on Special Provisions Pages SP-13 and SP-14.

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 evaluated price bid, the contract will be awarded to that Offeror.

STATE'S COMMITMENT

In return for prices submitted, the correctional facilities will purchase all of their requirements for products listed herein from the lowest responsive, responsible Offeror. It is provided, however, when the quality level or product design is not suited to the agency's purpose, the Department of Public Safety, Corrections Program Services Division in consultation with the Procurement Officer, may grant an exception to this commitment.

"ATTESTATION OF OFFEROR QUALIFICATIONS" FORM

With the bid submittal, Offeror shall complete and submit one attached Attestation of Offeror Qualifications form for each island awarded, containing the information requested in the following OFFEROR QUALIFICATIONS on Special Provisions Pages SP-2 and SP-3.

OFFEROR QUALIFICATIONS

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, on the Commencement Date of the Period of Performance 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.

Inventory, Storage, Delivery, and Will-Call. At minimum, stocking of the awarded products with a minimum of a ONE (1) MONTH "Par level" inventory available to provide product for the facility in case of emergencies, shall be maintained. Deliveries shall be made a minimum of two (2) times per week, not to exceed five (5) times per week. The five (5) times per week schedule will be only for special circumstances should there be either construction or other event necessitating multiple deliveries. A "Will Call" policy providing same day pick-up must be available for a minimum total of three (3) hours daily, Monday through Friday.

Commitment in Writing. With the bid submittal, Offeror shall provide a written agreement (*Attestation of Availability and Safe Storage of Product and Ability to Deliver and Attestation of Offeror Qualifications*) with their island-based distributor stating the arrangement, the availability

of the inventory, and ability to deliver product, "Will-Call" business contact information with hours of operation, and the island-based warehouse location with contact person, telephone number, facsimile number, and e-mail address, for each island awarded.

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 on the Commencement Date of the Period of Performance**.

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

QUANTITIES

Quantities listed herein are estimates for the twelve-month period specified. 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-five percent (25%) 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 unit bid prices.

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.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR. Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

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:
 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Requirement for Award provisions 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.

Bid Quotation. Unit bid 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. Unit bid 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 shown;

Offeror is advised that unit bid 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 \$2,500. 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.

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.

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

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.

Brand Name, Country of Origin, Weight, and Packaging. Offeror shall indicate on the Offer Form pages, the brand name, country of origin, and the price per pound, of each item offered as requested. (As an example, Item No. 3 specifies Shoulder clod, boneless, , N.Z. Select or better. Example of Offeror's response: Foster Farm, N.Z., \$1.00) Failure to do so or the inclusion of remarks such as "as specified or an abbreviation of the brand name or a blank space may result in rejection of offer for the particular item(s). The total net weight of any item shall not include the packaging (i.e., box, wrapping, etc.)

It shall be the Contractor's responsibility to provide the specific brand names of those identified with generic terms such as "packer" or "commodity" upon the receipt of the Notice of Intent to Award from the ASO-PC and to deliver an equal or better substitute at the contract price quoted.

Acceptance of packaging size or packing other than what is specified shall be subject to approval by the Department of Public Safety, Corrections Program Services Division, Food Services Unit, Food Services Officer, whose decision shall be final.

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.

HAWAII PRODUCTS PREFERENCE

In accordance with ACT 134, SLH 2013, the Hawaii Products preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form. Hawaii Products Listings, in effect at the time of posting this solicitation, are attached for informational purposes only. The specified vendor(s) may or may not have registered Hawaii Products which meet the Specifications for this solicitation. The information is attached because the items may be SIMILAR to the items requested in this solicitation. No guarantee of qualification is either

intended or implied.

The Hawaii products list is available on the SPO website at <http://spo.hawaii.gov/vendors/hawaii-product-preferences/>, click on the 'Hawaii Products Category' box; and select 'Food' to view a listing of currently registered vendors. Click on a vendor name to see more details about the items. See the attached Hawaii Products List for registered items which may be similar to bid items in this solicitation.

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. *The responsibility for certification and qualification shall rest upon the person requesting the preference.*

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* (attached) and submit to the Procurement Officer no later than **May 24, 2019** and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-38 is available on the SPO website at <http://spo.hawaii.gov/wp-content/uploads/2013/12/spo-038.doc>

Offerors submitting Form SPO-38, *Certification for Hawaii Product Preference* will receive a response from the Department of Public Safety, Administrative Services Office – Purchasing and Contracts, by **May 30, 2019**.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii Product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

OFFER SUBMITTAL

Offeror shall submit:

1. Hard copy of a completed OFFER FORM page OF-1 with original signature.
2. An e-mail of the completed Microsoft Excel file provided by the ASO-Procurement and Contracts Unit (containing the completed Offer Form pages). Offer shall be e-mailed, ONLY TO PSD.BIDS@hawaii.gov and the Subject of the e-mail must be "IFB No. PSD 19-CPS/FS-28" and the file must be compatible with Microsoft Excel 2013 for Windows.
3. A hard copy print-out of the completed OFFER FORM pages from the Microsoft Excel file within THREE business days after the Official Bid Opening Date and Time. If a hard copy is received by the ASO-PC after the three-business-day deadline, it shall be accepted only if it is postmarked prior to twelve o'clock, midnight on the third business day after the bids are opened.

4. A fully compliant "Certificate of Vendor Compliance" as specified on Special Provisions page SP-10; to be available on the Hawaii Compliance Express website OR individual certificates as described in Special Provisions pages SP-10 - SP-11.
5. Signed OFFEROR ATTESTATIONS: Attestation of Availability and Safe Storage of Product and Ability to Deliver (located near the back of this IFB document)
6. Signed OFFEROR QUALIFICATIONS: ATTESTATION OF OFFEROR QUALIFICATIONS (located near the back of this IFB document)

The e-mailed Offer Form file shall govern. Offeror may e-mail a "most recent revision" after their original e-mailed Offer. The most recently received e-mail Offer, prior to the Official Bid Opening Date and Time, shall be considered as the Offeror's only e-mail Offer, and preceding e-mailed Offers from the Offeror shall be disregarded. A hard copy print-out of the final e-mailed Offer is required within TWO business days after the Official Bid Opening Date and Time. If a hard copy is received by the ASO-PC after the two-business-day deadline, it shall be accepted only if it is postmarked prior to twelve o'clock, midnight on the day the bids are opened.

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. Instances wherein an item's Specifications include a range (e.g. 5-10) and a substitution is offered, Offeror shall indicate the range they are offering (e.g. 6-10) as applicable. Descriptions such as "approximately" or "average" (e.g. 10 avg.), are not acceptable and will be regarded as a non-responsive bid offer.

Offeror shall submit the hard copy print-out of the Excel file Offer in a sealed envelope identified with the following information:

Offeror's name address and telephone number
The words, "INVITATION FOR BIDS"
The Invitation for Bids number and title
Date and time of the bid opening
Attention: Procurement and Contracts

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.

Faxed Documents. Facsimile version of bid offers shall NOT BE ACCEPTED. Offerors shall plan accordingly to meet the bid opening date.

E-MAIL OFFER SUBMITTAL

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.

Only e-mailed Offers submitted to PSD.BIDS@hawaii.gov with the subject "IFB No. PSD 19-CPS/FS-28", 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 THE "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 higher 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 compatibility 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. Offeror is solely responsible to ensure that the use of any optional setting(s) in the "Protect" functions do not interfere with the ability to read or use the file.

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 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 19-CPS/FS-28". 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 content of e-mail submittal titled "IFB No. PSD 19-CPS/FS-28" 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. As specified in OFFER SUBMITTAL on Special Provisions pages SP-6 – SP-8, 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 the e-mailed Offer submittal is RECEIVED at PSD.BIDS@hawaii.gov shall govern over the date and time the email 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 with the subject "IFB No. PSD 19-CPS/FS-28", 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 Offer will be used to document its date, time, and content (i.e., the Microsoft Office Excel file attachment). The

attached Offers 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 19-CPS/FS-28, as amended by Addenda.

SAMPLE, PRODUCT LABEL AND/OR WRITTEN STATEMENTS REQUIRED

When requested by the State, Offeror shall submit sample, product label, product number, and/or written statements verifying that the item(s) offered meets specifications. Samples, product labels, and/or additional literature shall be provided at Offeror's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for rejection of the item offer. Any samples submitted for testing purposes shall become the property of the State and may not be returned to the Offeror.

The quality and suitability of the item(s) are subject to approval by the Department of Public Safety, Corrections Program Services Division, whose decision shall be final.

METHOD OF AWARD

Award, if any, shall be on a single award basis to the responsive and responsible Offeror submitting the lowest Total Sum Bid, contingent on the provisions specified in the following paragraph. Unit Bid Price (UBP) shall be rounded to the nearest penny and the rounded figure shall be considered to be the UBP. Evaluation and award, if any, shall be the amount of the rounded UBP.

For each item, where differences in packaging size and/or packing and/or Hawaii Products Preference are involved, evaluation shall be made by the lowest evaluated unit bid price. For evaluation purposes on each item, where offers on an item include both registered Hawaii Products and non-Hawaii Product(s), for the purpose of determining the lowest evaluated offer, all offers for Hawaii Products shall be decreased by their applicable classification preferences. Where applicable, unit price shall be calculated after any Hawaii Product preference is considered. Award shall be based on the amount of the price offered, exclusive of any preference.

Offeror shall submit an offer on all items on all islands to qualify for award. Offeror must complete all information requested for each item to qualify for award. Failure to do so or the inclusion of remarks such as "as specified" or a blank space may result in rejection of the offer for the particular item(s). If any of the requested product information is missing from the Offeror's offer, the State will be unable to determine from the information given, whether or not the product is acceptable. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of Offers.

It shall be the Contractor's responsibility to provide the specific brand names of those identified with generic terms such as "packer" or "commodity" upon the receipt of the Notice of Intent to Award from the ASO-PC and to deliver an equal or better substitute at the contract price quoted."

The Department of Public Safety, Corrections Program Services Division, Food Services Unit, Food Services Officer, or designated representative 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.

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 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 HCE is recommended but not mandatory. Valid hardcopies of tax clearance, LIR #27 and 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 <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of 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 Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to 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. 2003) 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): https://tax.hawaii.gov/forms/a1_1alphalist/

DOTAX Forms by Fax/Mail:(808) 587-4242

.....1-800-222-3229

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: (808) 524-5950

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 *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 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. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m., 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 HCE, are required to submit a valid tax clearance, not more than two (2) months old, and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment.

TIE OFFERS

Tie offers received from responsive Offerors that are identical in Total Sum Bid price shall be resolved and awarded by the drawing of cards. Offeror with highest value card will be awarded

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 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 coverages:

<u>Coverages</u>		<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000	per occurrence for bodily injury and property damage
	\$2,000,000	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 agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and insurance policy endorsements (for additionally insured, and the Service Provider's insurance policy shall be primary and non-contributory to any insurance maintained by the State of Hawaii) 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.

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.

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. 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 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.

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.

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.

CONTRACT EXECUTION

Successful Offeror will receive a Notice of Award / Notice to Proceed by letter attached to a Price Schedule, confirming the Items which the respective successful Offeror has been awarded, to be followed by formal contract for execution by awardee.

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.

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 food commodity 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 Procurement Officer.

No request for adjustment will be approved until sixty (60) calendar days after the start of the contract and not less than sixty (60) 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 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 such documentation of the current cost is required.

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 each facility shall issue purchase orders to the Contractor as supplies are needed during the contract period.

Deliveries shall be made a minimum of two (2) times per week, not to exceed five (5) times per week. The five (5) times per week schedule will be only for special circumstances should there be either construction or other event necessitating multiple deliveries. Contractor is obliged to deliver according to these contract terms and within the required delivery time. Contractor shall not impose minimum case quantities for deliveries.

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.

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.

In the case of ground beef, Contractor shall have "85/15" or something similar clearly marked on the packaging to identify the lean meat to fat content. If Contractor is the processor of the 85%

lean, 15% fat ground beef, records of 85% lean to 15% fat test shall be kept. The State reserves the right to inspect these records for compliance. As applicable, the same package marking and record keeping are required with regard to the maximum 25% fat content of diced beef for stewing.

PRODUCT DATES

Product packaging (individually or on the case) must be clearly marked with a pack date. Contractor shall not furnish the ordering facility a product that is older than nine (9) months from the pack date without the ordering facility's written approval. Frozen products with expired "use by", "sell by", or "freeze by" dates are unacceptable, and may be returned to the Contractor for replacement.

QUALITY OF GOODS

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 consumption or 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. 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.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

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

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day for each and every day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

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

RECALL NOTIFICATION

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

INVOICING

An original plus one (1) copy of the invoice shall be sent to:

Department of Public Safety
Corrections Program Services
919 Ala Moana Blvd. Rm 405
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 performance of the services 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 that requires payment within a shorter period or interest payment not in conformance with statute.

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

Alternately, Contractors not participating on 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, will be required 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, if any, shall be posted on the State Procurement Office website: www.spo.hawaii.gov

1. Click on <https://hands.ehawaii.gov/hands/awards>
2. In "Enter Keyword(s)" text box, enter solicitation number or Solicitation title.
3. Click on appropriate listing below text box for Award Notice.

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. Street Addresses with the Food Service Manager for each facility are as follows:

HALAWA CORRECTIONAL FACILITY (HCF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Leslie Gloston, Institutional Food Service Manager/
Mr. Alfredo Gonzales, Institutional Food Service Manager
Phone number: 485-1892

SPECIAL NEEDS FACILITY (HCF/SNF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Leslie Gloston, Institutional Food Service Manager/
Mr. Alfredo Gonzales, Institutional Food Service Manager
Phone number: 485-1896

KULANI CORRECTIONAL FACILITY (KCF)

HC 01 Stainback Highway

Hilo, Hawaii 96720

Attn: Mr. Neal Donato, Institutional Food Service Manager

Phone number: 932-4501

WAIAWA CORRECTIONAL FACILITY (WCF)

94-560 Kamehameha Highway

Waipahu, Hawaii 96797

Attn: Mr. Alvin Okada, Institutional Food Service Manager

Phone number: 677-6154 / 677-6148

OAHU COMMUNITY CORRECTIONAL CENTER (OCCC)

2199 Kamehameha Highway

Honolulu, Hawaii 96819

Attn: Mr. Jimmy Magallanes, Institutional Food Service Manager

Phone number: 832-1491/1492

WOMEN'S COMMUNITY CORRECTIONAL CENTER (WCCC)

42-477 Kalanianaʻole Highway

Kailua, Hawaii 96734

Attn: Ms. Winona Rodrigues, Institutional Food Service Manager

Phone number: 266-9834

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)

Hale Nani

3200 Kanoelehua Avenue

Hilo, Hawaii 96720

Attn: Ms. Mary N. Granger, Institutional Food Service Manager

Phone number: 981-5013 / 981-7283

MAUI COMMUNITY CORRECTIONAL CENTER (MCCC)

600 Waiale Drive

Wailuku, Hawaii 96793

Attn: Mr. Kirk Bode, Institutional Food Service Manager

Phone number: 243-5853

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)

5350 Kuhio Highway

Lihue, Hawaii 96766

Attn: Mr. Scott Dyson, Institutional Food Service Manager

Phone number: 241-3637

Attestation of Availability and Safe Storage of Product and Ability to Deliver

Pursuant to Invitation for Bids No. PSD 19-CPS/FS-28 for furnishing and delivering FROZEN FOODS to Various Correctional Facilities, Special Provisions pages SP-2 and SP-3, OFFEROR QUALIFICATIONS: Effective July 1, 2019, on each island specified, prospective Awardee and their designated island-based distributor hereby agree and commit to the following:

1. ONE (1) MONTH "Par" level inventory (one sixth of the Estimated Quantity for each awarded item) stock of product available.
2. A "Will Call" policy providing same day pick-up available for a minimum total of three (3) hours daily, Monday through Friday.
3. Delivery of product, a minimum of two (2) times per week. In the event of special circumstances, disruptive to facility usual Food Service operations, deliveries made up to 5 times per week.
4. Transportation, storage, and delivery of items under conditions and in a manner consistent with Department of Health standards and compliant with all applicable rules in Chapter 11-12, Hawaii Administrative Rules, particularly §11-12-21, §11-12-22, and §11-12-23.
5. The information provided on the corresponding Attestation of Offeror Qualifications form, as may be amended only upon mutual written agreement, remains effective throughout the contract period commencing July 1, 2019 up to and including June 30, 2020, and throughout the period(s) of any extension(s) thereof.

Island of Award: _____

(Complete separate forms for each Island you [Offeror] may be awarded)

Offeror

Company Name: _____

Print Name: _____

Print Title: _____

Signature: _____ Date: _____

Island-based Distributor

Company Name: _____

Print Name: _____

Print Title: _____

Signature: _____ Date: _____

ATTESTATION OF OFFEROR QUALIFICATIONS

Island-Based Warehouse (on the island the Offeror is awarded)

Island: _____ Company: _____ Contact Person: _____

Address: _____ Telephone: _____ Facsimile: _____

_____ E-mail Address: _____

Days / Hours of Operation: _____

Island-Based Distributor (on the island the Offeror is awarded)

Island: _____ Company: _____ Contact Person: _____

Address: _____ Telephone: _____ Facsimile: _____

_____ E-mail Address: _____

Days / Hours of Operation: _____

Will-Call Business Contact Information (on the island the Offeror is awarded)

Contact Person: _____ Telephone: _____ Facsimile: _____

Days of Operation: _____ E-mail Address: _____

Hours of Operation: _____

Attestation of Availability and Safe Storage of Product and Ability to Deliver:

Within five (5) calendar days of the State's request, Offeror shall provide a written agreement with their island-based distributor, attesting the following: effective on the first day, and throughout the term of the contract period, a **ONE-MONTH** Par level of inventory will be available and maintained on the island at the facilities specified above where the ordering facility is located; delivery shall be made in appropriately refrigerated vehicles and in accordance with the Specifications and Special Conditions; transportation, storage, and delivery of items shall be under conditions and in a manner consistent with Department of Health standards and compliant with all applicable rules in Chapter 11-12, Hawaii Administrative Rules, particularly §11-12-21, §11-12-22, and §11-12-23.



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

Requester:

2. dba:

3. Hawaii General Excise Tax Number:

4. Business Address

5. Email Address

6. Contact Person

7. Phone Number:

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No If yes, skip to number 14.

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the State of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	Cost of direct materials to mine, excavate, produce, manufacture, raise, or grow the materials in the State of Hawaii.	\$_____ per unit	\$_____ per unit	\$_____ per unit
b	Cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$_____ per unit	\$_____ per unit	\$_____ per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the State of Hawaii	\$_____ per unit	\$_____ per unit	\$_____ per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the State of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	Totals	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Column C)

13. Percent of Hawaii Input _____ % (12e. Column A Total + Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall immediately notify the chief procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3).

I certify, under penalties set forth in HRS §103D-1002, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____

Date: _____

Print Name of Authorized Representative: _____

Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED

Procurement Officer Signature _____

Government Agency _____

Print Name _____

Date _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: PSD 19-CPS/FS-28 IFB No. PSD 19-CPS/FS-28
(Contract Number) (IFB/~~REP~~ Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

HAWAII PRODUCTS

This section is attached for informational purposes only. The specified vendor(s) may or may not have registered Hawaii Products which meet the Specifications for this solicitation. The information is attached because the items are SIMILAR to the items requested in this solicitation. No guarantee of qualification is either intended or implied.

Effective: October 26, 2009

*May 21, 2010

HAWAII PRODUCTS LIST

AALA MEAT MARKET, INC.

751 Waiakamilo Road
Honolulu, Hawaii 96817

Phone: (808) 832-6650

AVAILABLE ON ALL ISLANDS EXCEPT LANAI

<u>PRODUCT</u>	<u>CLASS</u>
Beef, Boneless stew meat	I – 10%
Beef carcass, Commercial Good or Better	I – 10%
Beef clod, boneless shoulder, 50/60 lbs.	I – 10%
Beef, ground – 80-85% lean, 20-15% fat	I – 10%
Beef Ribeye roll, sliced	I – 10%
Beef Short Ribs, 3-rib	I – 10%
Chuck, boneless, clod-out, 50/60 lbs. case	I – 10%
Round Top, boneless, 50/60 lb. case	I – 10%
<u>Grown in Hawaii:</u>	
Beef, Boneless stew meat	II – 15%
Beef carcass, Commercial Good or Better	II – 15%
Beef clod, boneless shoulder, 50/60 lbs.	II – 15%
Beef, ground – 80-85% lean, 20-15% fat	II – 15%
Beef Ribeye roll, sliced	II – 15%
Beef Short Ribs, 3-rib	II – 15%
Chuck, boneless, clod-out, 50/60 lbs. case	II – 15%
Round Top, boneless, 50/60 lb. case	II – 15%
Skinless Fillets, Fresh-frozen fish, au, Hawaiian marlin, Kajiki, blue marlin, nairagi, striped marlin, hiki, ahi, or Other local fish	II – 15%

Quality Standards met by above products:

State of Hawaii, Dept. of Agriculture Inspected and USDA Inspected*

*revised quality standards

Effective: October 15, 2009

HAWAII PRODUCTS LIST

HAWAII BEEF PRODUCERS, LLC
P.O. Box 388 Paauilo,
Hawaii 96776

AVAILABLE ON THE ISLAND OF HAWAII

<u>PRODUCT</u>	<u>CLASS</u>
Beef, ground	II – 15%
Beef, for Bar-B-Q	II – 15%
Beef, clod	II – 15%
Beef, stew meat	II – 15%
Beef, knuckles	II – 15%

Quality Standards met by above products:

Beef all local and of the highest standard; HACCP Programs in place; USDA inspected

Effective Date: October 10, 2018

HAWAII PRODUCTS LIST

KUNOA CATTLE COMPANY, LLC

91-319 Olai Street
Kapolei, Hawaii 96707

Phone: (808) 682-2595

AVAILABLE ON ALL ISLANDS EXCEPT LANAI AND MOLOKAI

PRODUCT	CLASS
Beef Slices: 40 lb. cases containing four (4), ten (10) pound, vacuum-sealed bags in each case	II – 15%
Ground Beef: 40 lb. cases containing four (4), ten (10) pound, vacuum-sealed bags in each case	II – 15%
Beef for Stewing: 40 lb. cases containing four (4), ten (10) pound, vacuum-sealed bags in each case	II – 15%

Quality Standards met by above products: USDA Inspected (est. 6208)

Effective: October 20, 2009

HAWAII PRODUCTS LIST

MAUI CATTLE COMPANY, LLC

P.O. Box 331149

Honolulu, Hawaii 96819

Phone: (808)757-0459

Fax: (808)442-0987

AVAILABLE ON THE ISLAND OF MAUI

<u>PRODUCT</u>	<u>CLASS</u>
Beef, diced for stew meat	II – 15%
Beef, Ground – 85% lean, 15% fat	II – 15%

Quality Standards met by above product(s):

USDA Inspected

Effective: October 26, 2009

HAWAII PRODUCTS LIST

TROPIC FISH HAWAII, LLC

1020 Auahi Street, #3090

Honolulu, Hawaii 96814

Phone: (808) 591-2936

Fax: (808) 591-2930

AVAILABLE ON ISLANDS OF OAHU AND HAWAII

<u>PRODUCT</u>	<u>CLASS</u>
Fresh frozen product bought from auction. Nairagi, hebi, ahi, kajiki, shutome and mahi Packed in 50 lbs. cases	II – 15%
Quality Standards met by above products: HACCP	

Effective: October 16, 2009

HAWAII PRODUCTS LIST

WONG'S MEAT MARKET, LTD.

1200 Sand Island Parkway
Honolulu, Hawaii 96819

Phone: (808)845-5900

Fax: (808)845-9600

AVAILABLE ON THE ISLAND OF OAHU

<u>PRODUCT</u>	<u>CLASS</u>
Beef, boneless stew meat	II – 15%
Beef, Ground – 85% lean, 15% fat	II – 15%

Quality Standards met by above product(s):

USDA Inspected