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October 29, 2020

TO:

Executive Department/Agencies
Department of Education (DOE)
(Excludes Charter Schools)
Hawaii Health Systems Corporation

Hawaii Health Systems Corporation

(HHSC)

University of Hawaii (UH)

Office of Hawaiian Affairs (OHA) House of Representatives (House)

Senate Judiciary City & County of Honolulu (C&C of Honolulu)

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

(HART)

County of Hawaii

Hawaii County Council

County of Hawaii-Hawaii Department of Water

Supply

County of Maui

Maui County Council

County of Maui-Department of Water Supply

County of Kauai Kauai County Council

County of Kauai-Department of Water

Bula

FROM: Sarah Allen, Administrator

SUBJECT: New Price List Contract SPO Price List Contract No. 21-09 COVID-19 Swab Testing Kits

IFB-21-007-SW

Expires: October 28, 2021

This new State Procurement Office (SPO) Price List Contract No. 21-09 for COVID-19 Swab Testing Kits is effective October 29, 2020.

The authorized Contractor is Vectornate USA, Inc.

The contract is available on the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Price & Vendor Lists Contracts* at the home page.

If you have any questions, please contact Hannah Harvey-Sampson at (808) 460-8005 or hannah.harvey-sampson@hawaii.gov.

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# STATE OF HAWAII STATE PROCUREMENT OFFICE

**SPO Price List Contract No. 21-09** 

Effective: 10/29/2020

#### THIS SPO PRICE LIST CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY

#### **COVID-19 SWAB TESTING KITS**

(IFB-21-007-SW)
October 29, 2020 to October 28, 2021

**GENERAL INFORMATION.** This price list is to provide COVID-19 Swab Testing Kits to any participating jurisdiction below in the tiers of 5,000 swab testing kits, 25,000 swab testing kits, and 100,000 swab testing kits on an as-needed basis.

**PARTICIPATING JURISDICTIONS** listed below have signed a cooperative agreement and/or a memorandum of agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Department/Agencies
Department of Education (DOE)
(Excludes Charter Schools)
Hawaii Health Systems Corporation
(HHSC)

University of Hawaii (UH)
Office of Hawaiian Affairs (OHA)
House of Representatives (House)
Sonato

Senate Judiciary City & County of Honolulu (C&C of Honolulu)

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

(HART)

County of Hawaii

Hawaii County Council

County of Hawaii-Hawaii Department of Water

Supply

County of Maui

Maui County Council

County of Maui-Department of Water Supply

County of Kauai

Kauai County Council

County of Kauai-Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exceptions from the contract are not required. Participating jurisdictions can purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the participating jurisdiction.

**POINTS OF CONTACT**. Questions regarding the services listed and testing requirements should be directed to Cathy Ross, Department of Health (DOH), at cathy.ross@hawaii.gov or 586-4412.

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	Fax	E-mail
Executive	Hannah Harvey- Sampson	586-0577	586-0570	hannah.harvey-sampson@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	doeprocure@notes.k12.hi.us
HHSC	Joe Evanoff	315-7449		jevanoff@hhsc.org
ОНА	Phyllis Ono- Evangelista	594-1833	594-1865	phylliso@oha.org
UH	Karlee Hisashima	956-8687		karlee@hawaii.edu
Public Charter School Commission and Schools		586-3775		danny.vasconcellos@spcsc.hawaii.gov
House	Brian Takeshita	586-6423		takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720		c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805		tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfpurchasing@honolulu.gov
Honolulu City	Kendall Amazaki, Jr.	768-5084	768-5011	kamazaki@honolulu.gov
Council	Nanette Saito	768-5085		nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	David Ha	768-6294		dha@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440	961-8248	Diane.Nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440	961-8248	Diane.Nakagawa@hawaiicounty.gov
County of Hawaii- Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Greg King	270-7830	249-0839	greg.king@co.maui.hi.us
	Marlene Rebugio	270-7838		marlene.rebugio@mauicounty.us
County of Maui- Department of Water	Kenneth L. Bissen Holly Perdido	270-7684	270-7136	ken.bissen@co.maui.hi.us
Supply	,	270-7684	270-7136	holly.perdido@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295		ebarreira@kauai.gov
Kauai County	Lisa Ishibashi	241-4820		lishibashi@kauai.gov
Council	Scott Sato	241-4810		ssato@kauai.gov
County of Kauai- Department of Water	Marcelino Soliz	245-5470		msoliz@kauaiwater.org

**USE OF THIS LIST CONTRACT BY NONPROFIT ORGANIZATIONS.** Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list contracts.

A listing of these nonprofit organizations is available at the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.

If a nonprofit would like to purchase from an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than an SPO price list contract vendor(s).

**AUTHORIZED CONTRACTORS.** Diagnostic COVID-19 swab testing kits are authorized to be provided by Vectornate USA Inc.

**UNIT PRICES** include all costs for labor, equipment, supplies, transportation (shipping), applicable taxes, and any costs to provide the services ordered by the State at the rates specified, except the General Excise Tax (GET).

**VENDOR CODES** for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

**COMPLIANCE PURSUANT TO HRS §103D-310(c).** Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 21-09. No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.

**PURCHASING CARD (pCard).** The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

**PURCHASE ORDERS** may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment or who charge its customers a transaction fee for the usage.

**SPO PRICE LIST CONTRACT NO. 21-09** shall be typed on purchase orders and pCard purchases issued against this price list contract.

**STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE** shall not exceed the following rates if the seller elects to pass on the charges to its customers. The GET is not applied to shipping or delivery charges.

County	County	State GET	Max Pass- On Tax	Expiration of Surcharge Tax Rate
County	Surcharge Tax Rate	GET	Rate	Tax Rate
C&C of Honolulu	0.50%	4.0%	4.7120%	12/31/2030
Hawaii	0.50%	4.0%	4.7120%	12/31/2030
County of Maui (including Molokai & Lanai)	0.0%	4.0%	4.1666%	No county surcharge
Kauai	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on State General Excise (GE) tax or Use Tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <a href="http://tax.hawaii.gov/geninfo/countysurcharge">http://tax.hawaii.gov/geninfo/countysurcharge</a>.

**PAYMENTS** are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of the contract to make payment. Payments may also be made via pCard.

**ORDERING.** The State will place orders with the Contractor(s) as product are needed during the contract period and will use either the pCard or purchase order when placing its order(s). The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

**DELIVERY** by the Contractor shall be delivered to ordering agency within fourteen (14) working days from receipt of signed order. Contractor shall make shipment to the agency designated on the order. Shipping is to be FOB Destination. On orders subject to quantity discounts, the Contractor is required to make delivery to one address only. On orders where the delivery address is not stated, the Contractor shall contact the appropriate agency to obtain the delivery address. All orders shall be shipped the most economical method and will be all-inclusive unless otherwise directed by the state such as a rush order which may take exception to being delivered in the most economical fashion. Any products damaged, defective or spoiled will not be accepted by the ordering agencies and the Contractor shall be responsible for replacing them. Prior to shipment, the Contractor shall contact the appropriate agency to coordinate the delivery arrangements. Should the contractor fail or delay in the completion of delivery in accordance with the terms of the contract and the State finds it necessary to buy said swab testing kits from another supplier at emergency or premium cost, the State shall have the right to assess the entire cost thereof to the Contractor.

**QUANTITIES.** The State reserves the right to purchase the quantities outlined in the varying tiers at the prices quoted in this solicitation. Orders will be placed with the Contractor by the ordering agency and the Contractor shall specify delivery date. There is no limit as to the number of orders that may be placed by the State.

**CONTRACTOR PRICING** includes all applicable taxes, except the GET or use tax and county surcharge for all sales. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island. No other charges will be honored, except as specified herein. Contractor pricing in this price list includes all applicable taxes, shipping cost, and any other costs incurred to provide goods specified to the ordering agency.

**VENDOR AND PRODUCT EVALUATION.** Form SPO-012, Evaluation: Vendor or Product, to address concerns on this vendor list contract, is available to agencies at the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Forms* on the home page.

**PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET** at the SPO website: http://spo.hawaii.gov. Click on *Price & Vendor List Contracts* on the home page.

**GUARANTEE.** If the swab testing test kits are found unsatisfactory, they will be replaced by the Contractor without additional cost to the State within thirty (30) days after notification.

**QUALITY OF PRODUCT.** All goods furnished under these specifications shall be new. It shall be free from defects that may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications. Should the agency become aware of defects through contractor's presort/mailing contractor or from other sources, the Contractor shall replace all defective swab testing kits at no additional cost. Unacceptable, damaged or rejected items shall be immediately replaced with items of the quality required by these specifications. Failure to replace any unacceptable item shall not relieve the Contractor from the responsibility imposed upon the Contractor by this contract. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable supplies. The State may, at any time, by written order, stop delivery of products not conforming to these specifications. In the event of a stopped delivery, this shall not relieve the Contractor of their obligation to complete the 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.** The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the goods and to deduct such costs from monies due to the Contractor.

**EMERGENCY PURCHASE.** The FEMA special provisions are included in the contract to allow departments/agencies to make purchases during a declared emergency and seek FEMA reimbursement. For more information, please visit: <a href="https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/">https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/</a>

The following Contractors have agreed to the FEMA special provisions: Vectornate, USA Inc.



### **COVID-19 Swab Testing Kits**

#### REMITTANCE ADDRESS:

Vectornate USA Inc., 10 Industrial Ave., Suite 4 Mahwah, NJ 07430

> Phone: (201) 479-3285 Fax: (305) 328-6860

#### CONTRACTOR PRICING:

COVID-19 Swab Testing Kits			
One-Time Purchase			
Tier:	Price Per Tier:		
5,000 Swab Testing Kits	\$	16,800.00	
25,000 Swab Testing Kits	\$	78,500.00	
100,000 Swab Testing Kits	\$	292,000.00	

### CONTRACTOR PRICING:

COVID-19 Swab Testing Kits			
Monthly Purchase			
Tier: Price Per Ti		ice Per Tier:	
5,000 Swab Testing Kits	\$	16,800.00	
25,000 Swab Testing Kits	\$	78,500.00	
100,000 Swab Testing Kits	\$	292,000.00	