

State of Hawaii
Department of Public Safety
Health Care Division

Addendum B

August 29, 2016

to

Request for Proposals RFP No.: PSD 17-HCD-04

Hemo Dialysis Services for Inmates at HCF

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To

REQUEST FOR PROPOSALS
RFP No.: PSD 17-HCD-04
Hemo Dialysis Services for Inmates at HCF

The Department of Public Safety, Health Care Division, is issuing this addendum to RFP Number PSD 17-HCD-04, Hemo Dialysis Services for Inmates at HCF for the purposes of:

- Responding to submitted written question submitted in accordance with Section 1.8, of the RFP.
- Amending the RFP.
- Final Revised Proposals

The response submittal deadline:

- is amended to <date>.
- is not amended.
- for Final Revised Proposals is <date>.

Attached is (are):

- A summary of the questions raised and responses for purposes of clarification of the RFP requirements.
- Amendments to the RFP.
- Details of the request for final revised proposals.

If you have any questions, contact:

Contact person's name: Marc S. Yamamoto
Contact phone: (808) 587-1215
Contact e-mail address: marc.s.yamamoto@hawaii.gov

Contact address: Department of Public Safety
ASO-PC
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Responses to Question Raised by Applicants

The following question is included for clarification:

Section 2.3 General Requirements (page 2-3), Number 6, says \$1 million/\$2 million/\$5 million/\$5 million.

1. Administrative (page 2-9), says \$1 million/\$2 million/\$5 million/ \$10 million.

Response: Page 1-10, are the appropriate coverages and limits.

1.24 Liability 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 limit(s) and coverage:

| Coverage | Limits |
|--|--|
| <i>Commercial General Liability (occurrence form)</i> | <i>Bodily Injury and Property Damage -\$1,000,000 per occurrence -\$2,000,000 annual aggregate</i> |
| <i>Automobile, if applicable</i> | <i>Bodily Injury -\$1,000,000 per person -\$1,000,000 per accident Property Damage -\$1,000,000 per accident</i> |
| <i>Professional Liability, minimum requirements (errors and omissions)</i> | <i>\$5,000,000 per claim \$10,000,000 annual aggregate</i> |

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."*

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 Provider 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 Provider.

The procuring of such required policy or policies of insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Provider 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 Provider is authorized by the Department Coordinator to subcontract, Sub-Contractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Provider agrees to require its Sub-Contractor(s) to obtain insurance in accordance with the insurance provisions of this contract.