

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
OFFICE OF ENTERPRISE TECHNOLOGY SERVICES

HONOLULU, HAWAII

Legal Ad Date:

INVITATION FOR BIDS
No. IFB-23-010

SEALED BIDS
FOR
TRICENTIS TOSCA AND TRICENTIS DATA INTEGRITY
SOFTWARE AND PROFESSIONAL SERVICES

will be received up to and opened at 2PM (HST)
on
January 23, 2023

By submission to the State of Hawaii eProcurement System (HlePRO)

Technical and procurement questions relating to this IFB shall be submitted through HlePRO


Douglas Murdock (Jan 9, 2023 14:43 HST)

Douglas Murdock, Chief Information Officer

Chief Information Officer
Department of Accounting and General Services
Office of Enterprise Technology Services
State of Hawai'i
Honolulu, Hawai'i 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions, and in the General Conditions, Form AG-008 (Rev. 10/17/13) attached to IFB-23-010; 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, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____
Telephone No.: _____

Respectfully submitted,

Fax No.: _____
e-mail Address: _____

Exact Legal Name of Contractor

Payment address, if other than street
address at right:

Authorized Signature(Original)

Title

Hawaii General Excise Tax Lic. I.D. No.:

Street Address

Social Security or Federal I.D. No.:

City, State, Zip Code

If Contractor shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Contractor is: _____ Individual _____ Partnership _____ Corporation _____ Joint
Venture _____ Other _____ (specify)

State of incorporation: Hawai'i _____ *Other (Specify jurisdiction)

*If "other", is corporate seal available in Hawaii? _____ Yes _____ No

The following bid is hereby submitted for TRICENTIS TOSCA AND TRICENTIS DATA
INTEGRITY SOFTWARE AND PROFESSIONAL SERVICES
(IFB-23-010)

Cloud Service	Usage metric	Usage metric limitation	Bid Price (annual)
(A) Tricentis Tosca	Concurrent Sessions	51	\$ _____
(B) Tricentis Data Integrity	Concurrent Sessions	10	\$ _____

(C) Professional Services for Tricentis Tosca and Tricentis Data Integrity \$ _____

Total Amount: A+B+C _____

EXACT LEGAL NAME OF CONTRACTOR (COMPANY): _____

AUTHORIZED SIGNATURE (ORIGINAL): _____

TITLE: _____

SIGNATURE ON THIS PAGE MUST BE ENTERED IN PERMANENT INK AND AMOUNTS ON
THIS PAGE MUST BE ENTERED IN PERMANENT INK OR TYPEWRITTEN

INSURANCE COVERAGE (if applicable)

	<u>Carrier</u>	<u>Policy No.</u>
1. Commercial General Liability	_____	_____
2. Workers Compensation	_____	_____
3. Temporary Disability	_____	_____
4. Prepaid Health Care	_____	_____
5. Automobile Insurance	_____	_____

REFERENCES

Contractor shall list below the names and addresses of three (3) companies or government agencies other than the State of Hawaii government to which it has provided or is currently providing services similar to those requested herein. All references must be for work done after January 2016. At least one of the references provided must be for services provided within the State of Hawai'i:

	<u>Company Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

EXACT LEGAL NAME OF CONTRACTOR (COMPANY): _____

AUTHORIZED SIGNATURE (ORIGINAL): _____

TITLE: _____

SIGNATURE ON THIS PAGE MUST BE ENTERED IN PERMANENT INK AND AMOUNTS AND OTHER INFORMATION ON THIS PAGE MUST BE ENTERED IN PERMANENT INK OR TYPEWRITTEN

Significant Dates

Specification Released	January 9, 2023
Questions Due	January 13, 2023
Answers Due	January 18, 2023
Bids Due / Bid Opening	January 23, 2023

Required attachments:

- Bid Submittal Form
- Wage Certificate
- Insurance Page

SPECIFICATIONS

1 INTRODUCTION

The Office of Enterprise Technology Services (ETS), Department of Accounting and General Services (DAGS), of the State of Hawaii, operates enterprise applications supporting the employees of the State. These enterprise applications include but are not limited to the Oracle PeopleSoft applications supporting the Human Capital Management (HCM), Payroll, and Time and Leave tracking service offerings. These are collectively known as the Hawaii Information Portal (HIP). The State is also working to modernize other enterprise applications. The current modernization effort is for the State's centralized Financial Accounting Management Information System (FAMIS). FAMIS will be replaced with an SAP S/4HANA Cloud, private edition implementation in an AWS EC2 public cloud deployment.

The State of Hawaii is seeking to implement two Tricentis products to help mature the testing of our enterprise applications as well as the associated data stored in these systems. The Tricentis Tosca product as well as the Tricentis Data Integrity product have been identified as the products needed. Additionally, professional services to support the State's efforts to design, build, test, deploy, train, and maintain and operate these Tricentis products are also needed. The software is expected to be delivered in a Software-as-a-Service model.

2 SITE LOCATION

Work may be performed remotely utilizing Microsoft Teams (preferred) or other similar remote collaboration tool with prior approval by the State.

Work requiring interaction with State of Hawaii personnel will be performed during Hawaii business hours; Monday through Friday 7:45 AM to 4:30 PM Hawaii Standard Time.

3 WORK TO BE BID

Software and services are needed to assist the Office of Enterprise Technology Services (ETS) to perform automated, artificial intelligence testing of multiple enterprise resource planning (ERP) systems including but not limited to an SAP S/4HANA Cloud, private edition application and a 3rd party-hosted Oracle PeopleSoft Human Capital Management (HCM) application suite. Software and services are to be billed monthly on a pro-rata basis, using a standard annual rate.

Offers should include three (3) years of pricing. The State of Hawaii will issue an initial award for one (1) year and extend the terms of the award for two (2) additional years, contingent on satisfactory performance and the availability of funds.

Cloud Service	Usage metric	Usage metric limitation
Tricentis Tosca	Concurrent Sessions	51

Tricentis Data Integrity	Concurrent Sessions	10

4 GENERAL REQUIREMENTS

Test Automation Product Requirements:

This IFB is approved for the use of restrictive specifications. The exact software product specified for test automation is “Tricentis Tosca”. This same product is also known as “SAP Enterprise Continuous Testing by Tricentis”. The software will be offered as a Software-as-a-Service (SaaS).

Data Integrity Testing Requirements:

This IFB is approved for the use of restrictive specifications. The exact software product specified for test automation is “Tricentis Data Integrity”. The software will be offered as a Software-as-a-Service (SaaS).

Professional Services Requirements:

The Contractor shall provide implementation support for Tricentis Tosca and Tricentis Data Integrity. The Contractor shall train up to ten (10) users to use Tricentis Tosca and Tricentis Data Integrity. Professional Services may be delivered remotely only if services are executed during Hawaii business hours; Monday through Friday 7:45 AM HST to 4:30 PM Hawaii Standard Time.

The Professional Services shall encompass:

- Project Kick-off
- Planning Phase
- Design Phase
- Implementation Phase
- Coaching
- Run Phase
- Support Phase

Project Kick-off

The Contractor shall prepare and conduct a remote meeting with customer to present the Scope of Services, the Delivery Schedule, the teams, and their respective responsibilities, as well as the working procedures. The Contractor shall create and distribute any requirements to be performed by the customer prior to the kickoff. The Contractor shall create, update, and distribute the kick-off presentation to the customer.

Planning Phase

Support customer to perform the setup of Tricentis Tosca and Tricentis Data Integrity software and the required licensing components in the Software-as-a-Service (SaaS) environment.

Advise customer on best practices and on governance and policies to deploy and manage a multi-user Tricentis Tosca and Tricentis Data Integrity environment.

Create and distribute the Tricentis Tosca setup and configuration document and Tricentis Data Integrity setup and configuration document.

Assist with setup and configuration of advanced Tricentis Tosca components or extensions and Tricentis Data Integrity components or extension as appropriate.

Design Phase

Perform application deep dive analysis with the customer engagement to evaluate requirements for sustainable execution, test data consistency, user accounts, and the requisite test cases. Review test cases and adjust them for automation within the Tricentis Tosca product and Tricentis Data Integrity product.

Work with the customer to create no less than ten (10) test cases in Tricentis Tosca and no less than ten (10) test cases in Tricentis Data Integrity.

Automate no less than ten (10) test cases and/or test case templates in Tricentis Tosca and no less than ten (10) test cases and/or test case templates in Tricentis Data Integrity as previously defined.

Implementation Phase

Schedule and conduct coaching sessions with customer to introduce Tricentis Tosca and Tricentis Data Integrity best practices. Schedule, prepare, and conduct coaching sessions with customer to hand-over previously created sample test cases. Work jointly on test cases targeting the application in scope. Conduct coaching sessions with customer to cover special topics previously identified. Schedule, prepare, and conduct sessions with customer to introduce them to exploratory testing. Create and distribute the documentation of coaching sessions.

Coaching

The Contractor shall be available to answer questions raised by the customer throughout the engagement. The Contractor shall enable the customer to establish best practices and to develop their automation skills. The Contractor shall assist the customer by providing best practices and working real work examples as knowledge transfer by working jointly on test cases.

Run Phase

Optimize no less than 25 automated test cases for sustained and repeatable execution. Provide examples and coach users to implement an unattended execution strategy which may include such topics as: setup and implementation of distributed execution, design and implementation of TCSHELL scripts or introduction of concepts, and design and implementation of recovery scenarios.

Support Phase

Review the test case portfolio and quality assurance (QA) processes of the implementation

against Tricentis Tosca and Tricentis Data Integrity best practices. Create and distribute the review report.

At the customer’s discretion, meetings may be recorded for future reference.

5 SPECIAL PROVISIONS

6.1 Scope

The Tricentis Tosca and Tricentis Data Integrity software and professional services as specified herein, shall be in accordance with the Special Conditions, Specifications of this IFB, the General Conditions, and Chapter 103D, Hawai'i Revised Statutes, and its implementing rules.

6.2 Questions

Technical and procurement questions relating to this IFB shall be submitted through HlePRO no later than January 13, 2023.

6.3 Term of Contract

The Offeror (or Contractor) shall enter into a contract for furnishing the Tricentis Tosca and Tricentis Data Integrity software and professional services for a period of twelve (12) months from the commencement date on the Notice to Proceed. Unless terminated, the contract may be extended by mutual agreement without the necessity of rebidding for up to two (2) additional twelve (12) month periods or portions thereof, subject to the availability of funds, and provided that:

- A. The contract price for the extended period shall remain the same or lower; and
- B. The Offeror has submitted a Contract Report in accordance with the specifications above.

If the option to extend is mutually agreed upon, the Offeror shall be required to execute a supplement to the contract.

7 CONTRACTOR QUALIFICATIONS

7.1 Personnel Qualifications

Ability to communicate with the developers of the product.
Team members have at least 3-6 years of experience each with the proposed automation product .
Experience integrating and leveraging proposed product with SAP Solution Manager and SAP S4/HANA, and Oracle Peoplesoft HCM.

Team members are fully trained in the proposed product.
Team members have direct access to Engineering, Product Management, and Product Support for direct queries.
Team members have demonstrated experience working with SAP and Oracle Peoplesoft HCM and selected testing product.
Team members are experienced in managing test data, utilizing testcase design functionality, and risk-based testing.
Team has extensive experience training customer staff on industry and testing product's best practices.
Team members have early access to testing product(s) releases and the ability to plan for new features/enhancements for customer's projects.

8 BID PREPARATION

8.1 SUBMISSION OF OFFER

Offers shall be received electronically through the Hawaii State eProcurement (HlePRO). **Offers received outside of HlePRO shall be rejected and shall not be considered for award.** To register for HlePRO, please go to <http://hiepro.hawaii.gov>. If you need assistance with registering, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Contractor's electronic response to this bid shall be deemed an offer to provide the specified goods and services to the State at the price(s) shown in the electronic response and under the terms and conditions of this IFB.

Contractors must complete and submit (return) the following form(s):

1. Bid Submittal Form;
2. Insurance Page;
3. Wage Certificate;
4. Copies of Contractor's and/or subcontractor(s) licenses.

These documents must be submitted electronically, **as an attachment**, through HlePRO. Contractors are responsible to ensure all forms requested are attached when submitting a bid.

If Contractors need assistance in submitting the documents through HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

8.2 Bid Quotation

The bid prices shall be all inclusive and include all costs for labor, personnel travel costs, and per diem; parts (in accordance with the terms described herein), materials, supplies, and consumables; any additional tools, machines, equipment, and safety equipment required; costs for storage, transportation, shipping, and supervision; taxes; and costs for commercial general liability insurance as required by the State as necessary to accomplish the Tricentis Tosca and Tricentis Data Integrity software and professional services as specified herein.

8.3 Responsibility of Contractor

Contractor is advised that if awarded a contract under this IFB, Contractor shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Hawaii Revised Statutes, Chapter 237, tax clearance;
2. Hawaii Revised Statutes, Chapter 383, unemployment insurance;
3. Hawaii Revised Statutes, Chapter 386, workers' compensation;
4. Hawaii Revised Statutes, Chapter 392, temporary disability insurance;
5. Hawaii Revised Statutes, Chapter 393, prepaid health care; and
6. Hawaii Administrative Rules, Section 3-122-112 (a)(3), Certificate of Good Standing.

The Contractor, if awarded a contract pursuant to this IFB, shall comply with all laws governing entities doing business in the State. The Contractor shall obtain and provide to the State:

Hawaii Compliance Express. Contractors may use the Hawaii Compliance Express (HCE) to show proof of compliance with the requirements of §103D-310(c), HRS. HCE allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> for an annual fee payable to Hawaii Information Consortium, LLC (currently \$12.00) to acquire a "Certificate of Vendor Compliance," which provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that Contractor's status is compliant with the requirements of §103D-310(c), HRS, is accepted for both contracting purposes and final payment.

Contractors not utilizing HCE to demonstrate compliance shall provide the paper certificates as instructed below. All certificates must be valid on the date it is received. All applications for applicable clearances are the responsibility of the Contractor.

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

Pursuant to §103D-328, HRS, the lowest responsive Contractor shall be required to submit a tax clearance certificate issued by the Hawai'i 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.

The tax clearance certificate shall be obtained on the State of Hawai'i, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):
http://www.hawaii.gov/tax/a1_1alphalist.htm

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

Pursuant to §103D-310(c), HRS, the lowest responsive Contractor shall be required to submit a certificate of compliance issued by the Hawai'i 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. A photocopy of the certificate is acceptable.

The certificate of compliance shall be obtained on the State of Hawai'i, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the completed form to the Contractor.

The application for the certificate is the responsibility of the Contractor and must be submitted directly to the DLIR.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Contractor 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 (6) months from date of issue and must be valid on the date it is received. A photocopy of the certificate is acceptable.

To obtain the Certificate, the Contractor must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore is 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 to 4:30HST). Contractors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of

the Form is available at www.spo.hawaii.gov. Select “Forms for Vendors/Contractors” from under the “Quick Links” menu at the right of the webpage.

8.4 References

Contractor shall list on Offer Form Page OF-3 at least three references in the State of Hawaii, other than the State of Hawaii government, that is similar in nature and volume to work specified herein. The State reserves the right to contact the references provided.

8.5 Insurance

Contractor shall provide insurance information as requested on Offer Form Page OF-3.

8.6 Wage Certificate

The Contractor is required to complete and submit a Wage Certificate by which the Contractor certifies that wages will be paid and work will be performed in accordance with HRS Section 103-55.5 and Chapter 104. See Wage Certificate at W-1.

9 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of HRS section 11-355, 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. For more information, FAQs are available at the Campaign Spending Commission webpage (<http://hawaii.gov/campaign>). Information on spending issues should be directed to the Campaign Spending Commission’s Executive Director or its General Counsel at (808) 586-0285.

10 AWARD

10.1 Bid Evaluation

All line items will be used to evaluate total bid amount. Bid amounts for all items on the bid sheet will be summed. Lowest total sum will determine the winning contractor.

10.2 Method of Award

The State reserves the right to not make an award in accordance with the State’s procurement laws and rules. Any award made shall be to a single qualified contractor. The State may award some, all, or none of the individual

jobs listed herein. Based on available funds, and the line items bid by the winning contractor, the State will notify the winning contractor of its status and issue the Notice To Proceed (NTP). All items awarded must be worked on concurrently.

10.3 Certifications Required Prior to Award

Prior to awarding contract(s), the State will require certification of the following insurance coverage, in accordance with the requirements specified below in Section 11.4:

Commercial General Liability (occurrence form); and Worker's Compensation.

Prior to awarding contract(s), the State will require certification of the following insurance coverage, if applicable:

Temporary Disability Unemployment Insurance
Prepaid Health Care Automobile Insurance

10.4 Acceptance of Bid

Acceptance of bid, if any, will be made within one hundred twenty (120) calendar days after the opening of offers; the prices quoted by the Contractor shall remain firm for the one hundred twenty (120) day period.

11 CONTRACT

11.0 Contract Execution

The State shall forward a contract to the successful Contractor for execution. The contract shall be signed by the successful Contractor and returned within ten (10) calendar days after receipt by the Contractor. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED. The contract shall include the General Terms and Conditions, a copy of which is attached to this bid specification.

11.1 Notice To Proceed (NTP)

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

11.2 Liability Insurance

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(s):

Coverage Limits

Commercial General Liability (CGL)	Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate
Workers' Compensation	Statutory Minimum coverage: \$100,000 Employers Liability each accident, \$100,000 Employers Liability disease per each employee, and \$500,000 disease policy limit
Automobile Insurance	Minimum coverage of \$1,000,000 per accident

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

1. For Commercial General Liability coverage, "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawai'i."
2. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
3. "Waiver of Subrogation in favor of the State applies to the Commercial General Liability, Workers Compensation, and Auto policies."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including extensions. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor shall deposit with ETS on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this IFB and the contract have been complied with and shall keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of the contract, including extensions. 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 a material default under the contract, entitling the State to exercise any or all of the remedies provided in the 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 or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance,

the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

11.3 Goods and Service Requirements

Any adjustments to the contract shall be made through a contract modification.

11.4 Inspection

All work done and all materials furnished shall be subject to inspection and approval by the State to ascertain that the work and materials rendered are in accordance with requirements and intentions listed herein.

12 INVOICING AND PAYMENT

The original and three (3) copies of an invoice for payment shall be submitted to:

State of Hawaii
Department of Accounting and General Services
Office of Enterprise Technology Services
P.O. Box 119
Honolulu, HI 96810-0119
Attention: Fiscal Office

Section 103-10 HRS, provides 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 bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

Payment shall be made at the contracted price upon certification by the State that the required goods and services have been satisfactorily supplied and performed. All invoices shall reference the contract number.

Final Payment Requirements. For awards of \$2,500 or more, A "Certificate of Vendor Compliance" must be submitted for final payment.

13 LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion.

14 CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

The solicitation may be cancelled or the bids 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, Hawai'i Administrative Rules.

15 PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award resulting from the solicitation will be posted on HlePRO.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, ETS, 1151 Punchbowl Street, Room B-10, Honolulu, Hawai'i 96813.

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by Contractor)

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and

The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

Contractor _____

Signature _____

Title _____

Date _