



STATE OF HAWAII
DEPARTMENT OF TAXATION

HONOLULU, HAWAII

April 17, 2023

REQUEST FOR QUOTES (RFQ)
NO. RFQ-FY23-03

PURCHASE & INSTALLATION OF NEW PARTITION PANELS
FOR THE DEPARTMENT OF TAXATION TAX SERVICES AND PROCESSING DIVISION

Offers shall be received via the Hawaii State eProcurement System (HIePRO) no later than the date and time stated on HIePRO and must be submitted in strict accordance with the instructions herein.

All offers must be made by 2:00 PM Hawaii Standard Time on Monday, May 1, 2023, and must be submitted in strict accordance with the instructions herein.

Questions relating to this solicitation should be submitted via HIePRO and will be answered by the Question & Answer deadline. To schedule an appointment for a site survey, please call Wendy Yoshioka-Moore, phone number 808-587-1512.

The Department of Taxation reserves the right to reject any or all offers and to waive any defects when such rejection will be in the best interest of the public.

INSTRUCTIONS TO OFFERORS

1. All offers shall be made on the Offer Form furnished by the Department of Taxation (DOTAX) and shall be signed by the offeror with the offeror's business address and telephone number. The offeror is requested to submit its offer using the offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, State of Hawaii. No substitutions of materials or items not expressly provided for in the Instructions to Offerors, Scope of Services, Special Provisions and General Conditions will be considered or accepted.
2. Any offer that contains any erasures or alterations not properly initialed or that contains other irregularities may be rejected as not in the best interest of the public. Any offer which constitutes a conditional offer, or a counter proposal will be rejected outright.
3. Offers must be submitted through HIEPRO on the Offer Form provided no later than the date and time indicated in the solicitation. Offers received after the deadline shall not be accepted. The offer price shall include all applicable taxes and any other costs incurred per this RFQ.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the General Excise Tax (GET) and all other applicable taxes. If, however, the offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

4. In case of error in extension of offer price, unit price shall govern.
5. Costs for developing the proposal are solely the responsibility of the offeror, whether any award results from this solicitation. The State of Hawaii shall not reimburse such costs. Contractors are required to survey the site and make their own measurements to ensure the equipment and configurations ordered will fit the spaces, area, and any existing equipment for which they are ordered. Please include layout drawings (i.e., 2D or 3D view) with your offer. All offers/proposals become the property of the State of Hawaii.
6. The Department will award the contract as a lot, all or none basis, to the lowest-priced responsive, responsible offer or, when applicable, on the offer that provides the best value to the State.
7. The offeror is advised that to be awarded a contract under this solicitation, the offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):
 - a. Chapter 237, General Excise Tax Law;
 - b. Chapter 383, Hawaii Employment Security Law;
 - c. Chapter 386, Worker's Compensation Law;
 - d. Chapter 392, Temporary Disability Insurance;
 - e. Chapter 393, Prepaid Health Care Act; and
 - f. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Prior to awarding this contract, the Department shall verify compliance of the offeror.

Vendor Compliance – Hawaii Compliance Express (HCE)

Vendors may choose to use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers intending to use HCE to demonstrate compliance are advised to register with HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the 'Certificate of Vendor Compliance' is accepted for the execution of the contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of the award, the offeror will not receive the award.

Vendor Compliance – Paper Documents

Vendors not utilizing HCE to demonstrate compliance shall provide the paper certificates to the Department. Paper compliance certificates are required from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. All certificates must be valid on the date it is received, and all applications for applicable clearances are the responsibility of the offeror.

8. Please read the General Conditions (AG-008), which is made part of this contract and was uploaded on HIEPRO.
9. Questions relating to this solicitation should be submitted via HIEPRO and will be answered by the Question & Answer deadline.
10. To schedule an appointment for a site survey, please call Wendy Yoshioka-Moore, phone number 808-587-1512.

SCOPE OF SERVICES

All products and services provided by the Contractor shall be in accordance with this RFQ, including its attachments and any addenda. The Tax Services and Processing Division (TSP) of the Department of Taxation (DOTAX) seeks to purchase and to have installed equipment for new partitions/panels for the Receiving and Sorting Section (R&S), Document Processing Section (DP) and Tax Registration Section (TR). Our current workstations are made by the HON Company. We would like partitions/panels to match our existing workstations, if possible.

Area 1: R&S

- The current workspace is open.
- We would like to have installed regular tackable panels to create separate workspaces.
- Most tackable panels to be solid and approximately 80” high.
- Tackable panels to have metal frames with fabric sound-dampening covering of color and texture approximately matching the covering of the existing cubicles, if possible.

Area 2: DP

- One glass tackable panel is needed for a separate side, to be approximately 65” high.

Area 3: TR

- There are 2 open workspaces.
- We would like to have installed both glass tackable panels and regular tackable panels to create approximately 10 separate workspaces.
- Tackable panels to be approximately 65” high.
- Tackable panels to have metal frames with fabric sound-dampening covering of color and texture approximately matching the covering of the existing cubicles, if possible.

Location of Work Site:

Department of Taxation
830 Punchbowl Street
Honolulu, HI 96813

Contractors are required to survey the site and make their own measurements to ensure the equipment and configurations ordered will fit the spaces, area, and any existing equipment for which they are ordered. Please include layout drawings (i.e., 2D or 3D view) with your offer.

SPECIAL PROVISIONS

Contract Execution:

The successful offeror shall be required to enter a formal written contract. The Department will prepare the contract specifying the effective date. Any work performed by the successful offeror prior to signing the contract shall be at the successful offeror's own risk and expense. The Department is not and shall not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful offeror prior to the contract effective date.

Contractor:

The term "Contractor" means an individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with DOTAX, and acting directly or through his, their or its agents, employees or sub-contractors.

Performance Bond:

No performance bond is required for this contract.

Subcontracting:

No portion of the work shall be subcontracted without the prior written approval of DOTAX.

Final Payment Requirement:

Except for any contract of less than \$2,500 or any contract entered into pursuant to section 103D-307, HRS,

1. A tax clearance certificate from the Department of Taxation and the Internal Revenue Service, current within two months of issuance date; and a certification from the Contractor affirming that the Contractor has remained in compliance with all laws as required by section 3-122-112, HAR.

or

2. A current Certificate of Vendor Compliance obtained through Hawaii Compliance Express showing the statuses for Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Commerce & Consumer Affairs and Hawaii Department of Labor & Industrial Relations as either compliant and/or exempt. See the General Conditions, Item 17.

Invoicing and Payment:

The Contractor shall submit an original invoice to DOTAX. Section 103-10, HRS, provides that DOTAX shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, DOTAX will reject any bid submitted with a condition requiring payment within a shorter period. Further, DOTAX will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS.

Confidentiality:

The Contractor and its subcontractors, employees, and agents shall be responsible for the security and confidentiality of any and all documents and information. Any breach of this provision shall be cause for termination of this Contract and shall subject the Contractor, its employees, agents, and subcontractors to prosecution as provided by federal and state law

Timely Response to All Contacts by the Department:

If Contractor is contacted and is not immediately available, call back to the Department should occur by the end of the same business day or early the following business day.

Interpretations of Provisions:

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of the contract, the interpretation given and made by the Department of Taxation, Administrative Services Office, shall govern and control. In addition, the parties agree that the Department of Taxation, Administrative Services Office shall have the sole power to decide and resolve matters that may come up in the future and that are not covered by the contract.

Conflicts and Variations:

In the event of any conflict or variation between the provisions of the Special Provisions and the General Conditions, the provisions of the Special Provisions shall control.

Liability Insurance:

The contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 per accident

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii insurance policies 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 policies therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate.

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 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.

OFFER FORM

REQUEST FOR QUOTES NO. RFQ-FY23-03
PURCHASE & INSTALLATION OF NEW PARTITION PANELS
DEPARTMENT OF TAXATION, STATE OF HAWAII

Offeror: _____

_____2023

Mr. Gary S. Sukanuma
Director of Taxation
830 Punchbowl Street
Honolulu, Hawaii 96813

Dear Director Sukanuma:

The following offer is made to provide the goods and services indicated in the following offer to the Department of Taxation, State of Hawaii, at the location in the Scope of Services, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he/she/it has carefully read and understands the terms and conditions specified in the Instructions to Offerors, Scope of Services and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request, for this contract, and that the Administrative Services Officer reserves the right to reject any or all offers and to waive any defects when in his/her opinion such rejection or waiver will be in the best interest of the Department of Taxation.

The undersigned further understands and agrees that by submitting this offer, 1) he/she/it is declaring his/her/its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited state contracts, and 2) he/she/it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes PURCHASE & INSTALLATION OF NEW PARTITION PANELS in strict compliance with the Instructions to Offerors, Scope of Services, Special Provisions, and General Conditions, for the Total Offer Price (inclusive of all federal, state, and local taxes and any other costs incurred) of:

Dollars

(\$ _____)

The undersigned represents: (Check one only)

- A Hawaii Business incorporated or organized under 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 and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

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

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 (Hawaii street address): _____

City, State, Zip

Respectfully Submitted,

(x) _____
Authorized Original Signature

Date: _____

Name and Title (Please Type or Print)

Telephone No.: _____

Email Address: _____