



Attachment 01 RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. **Award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
- B. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- C. **Contractor** means an Offeror with whom the Lead State executes a Master Agreement resulting from this RFP.
- D. **Day** means a calendar day, unless otherwise indicated.
- E. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- G. **Lead State** means the State issuing this RFP.
- H. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
- I. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- J. **NASPO** means the National Association of State Procurement Officials.
- K. **NASPO ValuePoint** means the cooperative contracting division of NASPO.
- L. **Offeror** means an entity or individual submitting a proposal in response to this RFP.
- M. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- N. **Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- O. **Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- P. **Proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP eProcurement System and information submitted after the RFP Close Date at the request of the Lead State.
- Q. **Purchasing Entity** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- R. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP eProcurement System, as amended.
- S. **RFP Close Date** means the date and time identified in Attachment 00 RFP Overview and when proposal submittal is due.
- T. **RFP Contact** means the individual identified in Attachment 00 RFP Overview.



- U. **RFP Release Date** means the date and time identified in Attachment 00 RFP Overview and when the solicitation is published and available for viewing.
- V. **RFP Q&A Deadline** means the date and time identified in Attachment 00 RFP Overview.
- W. **RFP eProcurement System** means Hawaii State eProcurement (HiePRO) System identified in Attachment 00 RFP Overview.

II. GOVERNING LAW AND VENUE

- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws of the Lead State.
- B. This procurement is conducted by the Lead State, Department of Accounting and General Services (DAGS), State Procurement Office (SPO), in accordance with the Lead State Procurement Code. Information about SPO and its governing laws are available at www.spo.hawaii.gov. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in State of Hawaii. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in the NASPO ValuePoint Sample Master Agreement Terms and Conditions in Attachment 04.
- C. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State.
- D. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.
- E. Offeror and Offeror's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- F. All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

A. RFP eProcurement System

1. The RFP eProcurement System is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP eProcurement System, including the posting of RFP amendments.
2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP eProcurement System should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Amendments

1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP eProcurement System.
2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed amendment.



3. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead State may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing amendments and updates to the RFP eProcurement System, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Conflicts and Issues.

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or initially seeking an informal resolution to any concern to the procurement officer in the solicitation:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. If a concern or issue cannot be resolved by the process set forth in Subsection 1, Offeror may file a protest using the process described in Attachment 06, Protest Information.
3. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the RFP Close Date. Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b if not filed by the RFP Close Date.

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP Close Date.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate or multiple proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. If discussions, clarifications, and demonstrations are held, it must be consistent with Offeror's original proposal and will not be part of the original offer. In order for additional information to be included as part of an award, priority-listed Offerors will be invited to submit a best and final offer, which shall be evaluated based on the evaluation criteria set forth in the RFP.



D. Labor Categories Price Worksheet.

1. Offeror must complete all required elements of Attachment 09, Labor Categories Price Worksheet. The format and structure of the Worksheet is intended to allow for a fair evaluation of like pricing among Offerors. Deviation from the format or structure of the Labor Categories Price Worksheet may result in Offeror's proposal being deemed non-responsive.
2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Labor Categories Price Worksheet are accurate, even if formulas have been provided by the Lead State as a courtesy.
3. Inclusion of cost or pricing information in any document other than the Labor Categories Price Worksheet may result in Offeror's proposal being deemed non-responsive.
4. Offeror's proposed prices must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed prices incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

E. Proposal Contact.

1. The Proposal Contact identified by Offeror in Attachment 07, Offeror Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP eProcurement System, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.

F. Each Offeror to Bear its Own Costs. Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations and discussions, and otherwise participating in the RFP Process.

G. Firm Offer. Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal.

H. Ownership and Disclosure of Proposals.

1. All proposals and tangible items submitted by Offeror in connection with this RFP,



- including physical media and product samples, will become the property of the Lead State and may not be returned to Offeror. The RFP, any addenda issued, and the successful Offerors' proposal shall become a part of the contract.
2. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may be:
 - a. Shared with NASPO members;
 - b. Shared with entities represented on the Multistate Sourcing Team;
 - c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 3. If Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 10, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- I. **Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Offeror's proposal, or execution of a Master Agreement between the Lead State and Offeror.
 - J. **Right to Accept All or Portion of Proposal.** Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.
 - K. **Modification Prior to Submittal Deadline or Withdrawal of Offers.** The Offeror may modify or withdraw a proposal before the proposal due date and time. Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.



L. Mistakes in Proposals.

1. Mistakes shall not be corrected after award of contract.
2. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
3. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
4. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

M. Additional Information. The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

N. Offer Guaranty. An offer guaranty is NOT required for this RFP.

O. Required Review. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in Attachment 00 RFP Overview, Section III GENERAL INFORMATION AND INSTRUCTIONS, D. Important Dates, as amended. This will allow the issuance of any



necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

Offeror shall indicate in their Proposal that they have read and understand the requirements shown in the RFP Terms and Conditions by signing and submitting Attachment 07 Offeror Information, Acknowledgements, and Certifications.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP Contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP eProcurement System.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

B. Consideration of External Information. The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Offeror, the responsiveness of Offeror's proposal, and the veracity of any representation made by Offeror. Offeror will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Offeror's proposal. External information does not include information obtained from references provided by Offeror.

C. Rejection of Proposals. The Lead State may reject Offeror's proposal at any time if the Lead State determines that:

1. The proposal is non-responsive pursuant to the RFP;
2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
3. Offeror is not responsible; or
4. Offeror has committed a violation of procurement law, rule, or policy.

D. Cancellation.

1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.

E. No Exclusivity.

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or



- c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- F. **Mandatory State Preferences.** The Lead State may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment 07, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.
- G. **Final Approval of Awards.**
1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
 - a. Approval by NASPO ValuePoint;
 - b. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head; and
 - c. Continued eligibility for award following resolution of any protests received by the Lead State.
 2. Approval of awards and Master Agreements may be in whole or in part.
 3. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
 4. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
 5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment 06, Protest Information.
- H. **Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.
- I. **Contract Execution.** The successful Offeror(s) receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.



- J. **Notice to Proceed.** Work will commence on the official commencement date specified on the Notice to Proceed.
- K. **Contract Type.** This is a Firm-Fixed-Price (FFP) contract based on labor hours under which only FFP task orders can be issued. For work performed by the Contractor's employees and/or Subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates shall apply. The qualifications for the labor categories are identified in Attachment 02 SCOPE OF WORK, Section VII Minimum Qualifications of Labor Categories.

VI. POTENTIAL PARTICIPATING ENTITIES

A. **Interested States.**

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment 05, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment 05, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment 05, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

- ### B. **Potential Participation by Canadian Entities.**
- In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.



VII. RESPONSIBILITY OF OFFERORS

- A. The Offeror is advised that in order to be awarded a Master Agreement 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 Hawaii Revised Statutes HRS §103D-310(c):
1. Chapter 237, General Excise Tax Law;
 2. Chapter 383, Hawaii Employment Security Law;
 3. Chapter 386, Worker's Compensation Law;
 4. Chapter 392, Temporary Disability Insurance;
 5. Chapter 393, Prepaid Health Care Act; and
 6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.
- B. **Vendor Compliance - Hawaii Compliance Express (HCE).** Vendors may 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.
- C. **Timely Registration on HCE.** Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on 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 a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.
- D. **Verification of Compliance on the HCE.** Prior to awarding this contract, the Lead State shall verify compliance of the Contractor(s).
- E. **Vendor Compliance - Paper Documents.** Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Lead State as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for all applicable clearances are the responsibility of the Offeror.
- F. **HRS Chapter 237 tax clearance requirement for award.** Pursuant to Section 103D-328, HRS, the Contractor 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.
The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.
- G. **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Pursuant to Section 103D-310(c), HRS, the Contractor 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. A photocopy of the certificate is acceptable to the SPO.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website:
<http://labor.hawaii.gov/forms/>.

- H. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- I. Timely Registration.** The above certificates should be applied for and submitted to the Lead State as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive, may not receive the award.
- J. Verification of Compliance.** Upon receipt of compliance documents (A-6, LIR#27, COGS), the Lead State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.