

## **HIEPRO SOLICITATION INFORMATION**

### **GOVERNING LAWS AND REGULATIONS**

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

### **ELECTRONIC PROCUREMENT**

The Judiciary has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HlePRO to issue the solicitation, receive Offers, and issue Addenda to the solicitation. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates indicated in HlePRO. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the solicitation Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the offer deadline.

Offerors are advised that they should not wait until the last minute to submit their offer on HlePRO. Offerors should allow ample time to review their submitted offer, including attachments, prior to the offer deadline.

### **SOLICITATION ADDENDA**

Changes to this solicitation including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain solicitation addenda or other information relating to the solicitation.

## **QUESTIONS REGARDING SOLICITATION CONTENTS**

If a Prospective Offeror believes that any provision of the solicitation is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HlePRO on or before the deadline indicated in HlePRO. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the solicitation to which the question applies. The Judiciary will respond by the response date specified in HlePRO. The Judiciary may issue Addenda in response to written questions received regarding the solicitation.

## **ELECTRONIC SUBMISSION OF QUESTIONS**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in HlePRO. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in HlePRO.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

## **CANCELLATION OF PROCUREMENT AND OFFER REJECTION**

The Judiciary reserves the right to cancel this solicitation and to reject any and all offers in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **FIRM OFFERS**

Responses to this solicitation, including proposed prices and/or fees will be considered firm for 90 days from the offer due date.

## **RIGHT TO ACCEPT ALL OR PORTION OF OFFER**

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any offer unless the Offeror expressly restricts an item or combination of items in its offer and conditions its response on receiving all items for which it provided an offer. If the Offeror so restricts its offer, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **OWNERSHIP OF DISPOSITION OF OFFERS AND OTHER MATERIALS SUBMITTED**

All costs incurred by the Offeror in preparing or submitting a offer shall be the Offeror's sole responsibility whether any award results from this solicitation. The Judiciary shall not reimburse such costs. All offers become the property of the State of Hawaii.

## **ADDITIONAL INFORMATION**

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

## **PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII**

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

**END OF SECTION**