

STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
HONOLULU, HAWAII

Procurement Notice Date: June 9, 2026

**REQUEST FOR QUOTE
NO. LAW 26-OSFM-06**

REQUESTING
QUOTE FOR
DELIVERY OF GOODS AND SERVICES

GRAPHIC DESIGN

TO THE DEPARTMENT OF LAW
ENFORCEMENT

will be received up to 2:00 p.m. (HST) 17 June, 2026
via online submission on HlePRO

Questions relating to this quote solicitation shall be directed to Mr. Rawlin Sasamura, telephone (808) 788-2209.

GRAPHIC DESIGN AND VISUAL IDENTITY SYSTEM GENERAL DESCRIPTION, REQUIREMENTS AND SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The Office of the State Fire Marshal (OSFM), Department of Law Enforcement, State of Hawai'i, is seeking written quotations from qualified graphic design, branding, and creative services firms to develop the inaugural visual identity system for Hawai'i's Office of the State Fire Marshal.

The selected contractor shall assist OSFM in creating a professional, culturally informed, accessible, and enduring identity system that reflects the Office's statewide mission, authority, responsibilities, and commitment to protecting the people, property, natural resources, cultural resources, and communities of Hawai'i.

The resulting identity shall honor past, present, and future generations of Hawai'i's fire service while incorporating Native Hawaiian culture, history, values, traditions, and 'ike in a respectful and meaningful manner.

The identity system shall establish the visual foundation for agency communications, public education, wildfire preparedness initiatives, Community Risk Reduction efforts, legislative engagement, stakeholder outreach, ceremonial functions, and operational activities.

1.1 Quote Requirements

Quotes shall meet all scope of work requirements and the quote package below. Failure to comply with all requirements and conditions set forth by these specifications will be the cause for the rejection of the quote. The burden of proof of compliance with these specifications is the responsibility of the offeror.

Interested firms shall submit:

- (1) Company information.
- (2) Brief project approach.
- (3) Description of relevant experience.
- (4) Three examples of similar work.
- (5) Proposed project schedule.
- (6) Fixed price project cost.
- (7) Hourly rates for optional future services.
- (8) Primary point of contact.

1.2 Awards

The Department prefers to select one contractor to provide the goods and services covered herein. Offerors shall submit a quote that meets all specified requirements. However, the Department reserves the right to award no contract, depending on the quality of quotes and prices submitted. In addition, offerors are advised that if budgetary constraints dictate, part, and/or all the items in this RFQ may be rejected. This decision shall be considered final and

not subject to recourse by the offeror.

1.2.1 Basis for Award. Award, if made, will be to the lowest priced, technically acceptable (LPTA), responsive and responsible Offeror(s). By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements.

Offerors must clearly identify any exception to the solicitation and conditions. Any exception listed by the offeror is subject to approval by the State. The State shall have the sole final decision on acceptance or rejection on all exceptions.

1.2.2 Rejection of Quotes. While the Department has every intention to award a contract for this RFQ, issuance of the RFQ in no way constitutes a commitment by the Department of Law Enforcement to award and execute a contract. Upon determination such actions would be in their best interest, the Department, in its sole discretion, reserves the right to:

Cancel or terminate this RFQ;

If awarded, terminate any contract if the Department determines adequate state funds are not available.

1.2.3 Rejection of Unrealistic Quotes: The Department may reject any quote that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions or unrealistically high or low in price when compared to Department estimates, such that the quote is deemed to reflect an inherent lack of competence or failure to comprehend the requirements, complexity and/or risks of program.

1.3 Evaluation Criteria

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with specified minimum contractor qualifications. Failure to meet minimum qualifications and specified requirements as outlined herein may result in a quote being determined as technically unacceptable.

Technical tradeoffs will not be made, and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable Offeror with the lowest evaluated price, which is deemed responsible and whose quote conforms to the solicitation requirements. The Department reserves the right to Award without discussion. Therefore, each initial quote should contain the Offeror's best terms from a price and technical standpoint. However, the Department reserves the right to conduct discussions if determined to be in the Department's best interests.

1.3.1 Evaluation Factors. The Department will evaluate the factors described below:

- (1) **Technical Acceptability:** does the quote meet the technical specifications, essential features and delivery requirements.
- (2) **Corporate Experience:** The offeror shall have a minimum of five (5) years of experience providing professional branding, graphic design, website development, marketing, and communications services.
- (3) **Relevant Project Experience:** The Offeror shall have successfully completed at least three (3) projects within the last five (5) years involving branding, visual identity development, website design, or related communications services of similar size and complexity. At least one (1) project shall involve a government agency, public safety organization, educational institution,

Native Hawaiian organization, nonprofit organization, or a similar mission driven organization.

- (4) **Cultural Consultation Capability:** The Offeror shall identify the individual(s), consultant(s), or organization(s) that will provide cultural consultation services and describe their qualifications and experience relevant to Native Hawaiian culture, history, language, or community engagement.
- (5) **References:** The Offeror shall provide a minimum of three (3) client references for projects completed within the last five (5) years. The State reserves the right to contact references and to determine whether the Offeror possesses the experience, integrity, reliability, and capacity necessary to successfully perform the work.
- (6) **Use of Subcontractors Permitted:** The State recognizes that the services required under this solicitation may involve multiple areas of specialized expertise. Offerors may utilize subcontractors, consultants, cultural practitioners, web developers, accessibility specialists, communications professionals, Native Hawaiian cultural advisors, or other subject matter experts to satisfy the requirements of this solicitation.

The Offeror shall identify all proposed subcontractors, consultants, and key team members and shall describe:

- Their role in the project;
- Relevant qualifications and experience;
- Scope of services to be performed; and
- Relationship to the Offeror.

The offeror shall remain fully responsible for the performance, quality, coordination, and timely completion of all work performed by subcontractors, consultants, and other team members

1.3.2 Evaluation Methodology. A technical evaluation will be performed on all quotes. Quotes that are found technically acceptable will be ranked according to price. The lowest priced quote will be evaluated for past performance. If that quote does not have acceptable past performance, the next lower quote will be evaluated for past performance, etc. Award will be made to the lowest evaluated priced quote meeting the acceptability standards.

1.3.3 Price. The offeror's quote will be evaluated based upon the total evaluated price. The total evaluated price will be calculated as the sum of the proposed prices for all supplies and services. Proposed prices will be evaluated for reasonableness. For a price to be reasonable, it shall represent a price to the Department that a prudent person would pay when consideration is given to prices in the market. Price reasonableness may be established by adequate price competition and/or price analysis techniques.

The Department may also consider a quote unacceptable should the proposed prices be materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more items is significantly overstated or understated as indicated by the application of price analysis techniques.

The resulting contract will be a firm fixed price; requirements contract. Any charges for shipping or other fees must be included in the price. There will not be a separate line item for shipping charges or other fees. Purchase of the completed design on physical items in excess of the included samples will be assessed as separate costs.

1.3.4 Past Performance. The Department will evaluate the quality and extent of offeror's past performance, which is deemed relevant to the requirements of this RFQ. The Department will use information submitted by the offeror and any other sources of information available to the Department to assess relevant and recent past performance. In the case of an offeror without a record of relevant and recent past performance or for whom information on past performance is

not available, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offer shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

Past performance information shall be obtained from any sources available to the Department to include, but not limited to, procurement databases; interviews with program personnel, Contracting Officers and commercial clients.

1.3.5 Technical Factors. Quotes will be evaluated for acceptability in accordance with the criteria set forth in Section 3 Specifications. The offeror's quote must convey to the Department that the Offeror is capable, possesses adequate technical expertise and experience, possesses sufficient resources, and is able to plan, organize, and use those resources in a coordinated and timely fashion to meet the requirements of the contract. Each submission will be rated on an acceptable/not acceptable basis.

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.1 Start Date. The START DATE must not exceed thirty (30) days upon award. The urgency of the Department's need requires the deliverables and services be completed within the specified time. Failure to comply with this requirement may be cause for contract termination.

2.2 Guaranteed Delivery. Delivery of all deliverables and services must be guaranteed to be completed on or before June 30, 2027 and an initial draft OSFM logo completed by August 31, 2026.

2.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the Department's premises," as used in this clause, means free of expense to the Department and delivered to the location specified. The Contractor shall:

- a. Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this RFQ.
- b. Prepare and distribute commercial Bills of Lading and other shipping documents as appropriate.
- c. Contact the State Fire Marshal at 808-663-1984 email dorothy.j.booth@hawaii.gov no less than seven (7) calendar days prior to delivery in order to coordinate the delivery. If unable to reach the State Fire Marshal Dorothy Booth, contact alternate POC Rawlin Sasamura at 808-788-2209 email rawlin.s.sasamura@hawaii.gov to coordinate the delivery.
- d. Furnish a delivery schedule and designate the mode of delivering carrier.
- e. Deliver the shipment in good order and condition to the point of delivery specified in the RFQ.
- f. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Department at the delivery point specified in the RFQ.
- g. Pay and bear all charges to the specified point of delivery.

2.4 Delivery Location.

Department of Law Enforcement

Office of the State Fire Marshal

715 S. King St, STE 110

Honolulu HI 96813

SECTION 3: SCOPE OF WORK

3.0 Scope of Work.

The following scope of work is to create a graphic design of visual identity system that reflects the unique character, responsibilities, and aspirations of the Office of the State Fire Marshal.

The resulting identity shall serve as a lasting representation of Hawai'i's statewide fire and life safety leadership and shall reflect the values and responsibilities entrusted to the Office.

All designed artwork and images that are being used as a logo or visual depiction supporting the OSFM shall be capable of being transferred and shared electronically. The image must be electronically scalable to modify sizing to adequately be placed on multiple products without affecting image quality.

Each requested design must have at least three (3) concept designs to select from. Designs that are associated with a physical item will have up to three (3) samples per item be furnished and delivered by the contractor at the contractor's expense until the final design is approved.

3.1 Core Identity Package.

Development of:

- (1) Primary logo; with the initial draft submission no later than August 31, 2026.
- (2) Secondary logos
- (3) Alternate logo configurations
- (4) Official agency seal
- (5) Color palette
- (6) Typography standards

3.2 Uniform Credential Package.

Development of:

- (1) Official uniform patch
- (2) Badge concept
- (3) Inspector credential concept
- (4) Investigator credential concept
- (5) Nameplate concepts

3.3 Recognition package.

Development of:

- (1) Official challenge coin design

- (2) Certificate design standards
- (3) Award and recognition concepts

3.4. Vehicle Graphics Package.

Development of:

- (1) Administrative vehicle graphics
- (2) Response vehicle graphics
- (3) Specialty vehicle graphics
- (4) Trailer graphics
- (5) Marking standards and placement guidance

3.6 Outreach and Events Package.

Development of:

- (1) Table throw/table drape graphics
- (2) Pop-up display backdrops
- (3) Step-and-repeat media backdrop
- (4) Pop-up tent graphics
- (5) Banner stand graphics
- (6) Event signage concepts
- (7) Recruitment display concepts
- (8) Public education display concepts

3.7 Administrative Package.

Development of:

- (1) Letterhead template
- (2) Memorandum template
- (3) Report cover template
- (4) Email signature template

3.8 Presentation Package.

Development of:

- (1) PowerPoint template
- (2) Legislative briefing template
- (3) Public meeting template
- (4) Training presentation template

3.9 Public Education and Community Risk Reduction Package.

Development of visual elements suitable for:

- (1) Youth fire safety education
- (2) Fire prevention campaigns

- (3) Wildfire preparedness campaigns
- (4) Community Risk Reduction initiatives
- (5) Senior fire safety programs
- (6) Home safety campaigns
- (7) Lithium-ion battery safety campaigns

This may include educational graphic styles, characters, icons, illustrative elements, or other creative concepts suitable for future public education efforts.

3.10 Wildfire Preparedness Identity Package.

Development of a coordinated visual identity system supporting:

- (1) Wildfire preparedness
- (2) Defensible space initiatives
- (3) Home hardening initiatives
- (4) Community wildfire resilience programs
- (5) Wildfire public education campaigns

The wildfire identity package shall complement, and not replace, the primary OSFM identity.

3.11 Brand Standards Guide.

Development of a comprehensive brand standards guide including:

- (1) Logo standards
- (2) Seal standards
- (3) Patch standards
- (4) Challenge coin standards
- (5) Vehicle graphics standards
- (6) Outreach standards
- (7) Signage standards
- (8) Presentation standards
- (9) Public education standards
- (10) Typography standards
- (11) Color standards
- (12) Approved applications

3.12 Design Requirements.

The visual identity system shall:

- (1) Reflect the statewide nature of the Office of the State Fire Marshal.
- (2) Respectfully incorporate Native Hawaiian culture, values, traditions, history, and 'ike.

- (3) Respectfully reflects Hawai'i's people, history, values, traditions, and sense of place. Concepts including: Aloha, Mālama, Kuleana, Lōkahi, Ho'omau, Kia'i, 'Ohana, Laulima, Pilina and Pono.
- (4) Incorporation of 'ōlelo Hawai'i where it contributes meaningfully to the project such as: Motto development; Supporting narratives; Educational materials; Brand standards documentation; Public-facing communications.
- (5) Require cultural consultation with qualified cultural practitioners, advisors or other individuals with demonstrated expertise in the Native Hawaiian culture and traditions. The State reserves the right to request participation of additional cultural advisors during the project.
- (6) Represent all islands and counties.
- (7) Recognize Hawai'i's unique fire service history.
- (8) Support wildfire preparedness and resilience efforts.
- (9) Convey professionalism, trust, leadership, preparedness, and service.
- (10) Be suitable for embroidery, printing, signage, vehicle graphics, apparel, challenge coins, digital use, and public communications.

3.13 Deliverables.

The contractor shall provide:

- (1) Three (3) distinct visual identity concepts
- (2) Final logo package
- (3) Secondary logo variations
- (4) Official agency seal
- (5) Official uniform patch artwork
- (6) Badge and credential concepts
- (7) Official challenge coin artwork
- (8) Vehicle graphics and marking package
- (9) Outreach and event branding package
- (10) Administrative templates
- (11) Presentation templates
- (12) Public education graphics package
- (13) Wildfire preparedness identity package
- (14) Brand standards guide
- (15) Production-ready artwork files
- (16) Editable source files
- (17) Cultural and historical narratives describe the symbolism and significance incorporated into the final identity system.

All final deliverables shall become the property of the State of Hawai'i upon acceptance and final payment.

3.14 Ownership of Work Product/ Intellectual Property Rights.

All work products developed under this contract shall become the exclusive property of the State of Hawai'i upon acceptance and final payment. This includes but is not limited to artwork, logos, seals, patches, challenge coin designs, graphics, templates, narratives, standards manuals, source files, and other materials.

The contractor shall provide all editable source files and production-ready artwork.

3.15 Originality Requirements

Upon submission of final deliverables, the Contractor shall provide a signed certification that all final branding elements are original works developed specifically for OSFM, don't knowingly infringe on existing intellectual property rights, are not substantially derived from existing logos, stock graphics, templates, or other third-party works and all necessary licenses have been secured.

The State recognizes that modern design processes may incorporate software tools, licensed resources, and artificial intelligence-assisted workflows; however, the final deliverables shall be predominantly custom-created and uniquely representative of the Office of the State Fire Marshal.

The Contractor shall disclose in writing any use of the following:

Artificial Intelligence:

- (1) Artificial intelligence design tools;
- (2) Generative artwork platforms;
- (3) Machine-generated imagery;
- (4) AI-assisted concept generation;
- (5) AI-assisted illustration tools;
- (6) Similar automated design technologies.

Disclosure shall identify; the tool utilized, the purpose of use and the portion of deliverables affected.

The State reserves the right to request additional information regarding AI-assisted content and may reject concepts determined to be inconsistent with the originality requirements of this solicitation.

Third Party Design Elements:

- (1) Stock graphics;
- (2) Stock illustrations;
- (3) Stock iconography;
- (4) Template-based designs;
- (5) Licensed artwork;
- (6) Third-party creative assets;
- (7) Other pre-existing design elements.

Any such elements incorporated into final deliverables shall; be identified in writing, be properly licensed, include transferable or perpetual rights for State use, not constitute more than ten percent (10%) of any primary branding element unless approved in writing by the State; and not serve as

the primary basis for the visual identity.

SECTION 4: PRICING SCHEDULE

4.0 PRICING SCHEDULE

The Offeror must submit a fixed price for the entire quote and no partial quotes will be accepted.

4.1 Prices

4.1.1 Shipping and Invoicing. The prices herein specified, unless otherwise expressly stated, shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery. Quote prices shall include any and all transportation costs and applicable taxes, and fees. The Contractor shall be paid, except as otherwise stated in this RFQ, upon submission of a proper invoice, the prices stipulated herein for products and services delivered to and accepted at the specified Department location.

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed quote price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

4.2 Vendor Requirements.

The vendor shall agree to make OSFM whole for any goods and services that have not been fulfilled by the designated delivery and completion date.

4.3 Invoicing.

CONTRACTOR shall send an original and one (1) copy of each invoice to the following address. Contractor shall reference the contract number and purchase order on the invoice for payment.

State Of Hawaii
Department of Law Enforcement
Director's Office
715 S. King St, Suite 400
Honolulu, HI 96813

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO	=	Department of Law Enforcement, Administrative Services Office 715 S. King St, Room 500 Honolulu, Hawaii 96813
Offeror or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a quote for the good, service, or construction contemplated.
OSFM	=	Office of the State Fire Marshal
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form 103D by the Department of the Attorney General
GET	=	General Excise Tax
RFQ	=	Request for Quotes

SCOPE

The graphic design development and delivery of products to the OSFM shall be in accordance with these Special Provisions, the Specifications, and the GC by reference made a part hereof.

DELIVERY

Contractor shall complete specified requirements and deliver products no later than June 30, 2027 and an initial draft OSFM logo submitted by August 31, 2026.

The Contractor shall contact the OSFM contact person, State Fire Marshal, at phone number 808-663-1984 email dorothy.j.booth@hawaii.gov no less than seven (7) calendar days prior to the delivery suspense date in order to coordinate the physical delivery.

Deliverables and products shall be delivered to the following location:

Office the State Fire Marshal
Department of Law Enforcement
715 S. King St. STE 110
Honolulu, HI 96813

ALL DELIVERIES SHALL BE RECEIVED BY THE DEPARTMENT NO LATER THAN THE DESIGNATED DELIVERY DATE OF JUNE 30, 2027.

STATE'S COMMITMENT

In return for prices submitted, the Office of the State Fire Marshal will purchase the specified goods and services listed herein from the lowest responsive and responsible Offeror(s) that meets all minimum qualifications.

CONTRACT ADMINISTRATOR

For this requirements contract, the contract administrator shall be Rawlin Sasamura, telephone

(808) 788-2209, e-mail address: rawlin.s.sasamura@hawaii.gov.

TERM OF CONTRACT

Contractor shall enter into a contract for the delivery of products and completion of services specified herein for the twelve-month period, beginning June 25, 2026 **or** the official start date on the Notice to Proceed. The contract time of performance may be extended for not more than one (1) six-month period.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

OFFEROR'S AUTHORITY TO QUOTE

The State will not participate in determinations regarding an Offeror's authority to sell a product. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror shall resolve that question prior to submitting a quote. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

OFFEROR QUALIFICATION

Each offeror must at the time of quoting must have the capabilities for supplying the items quote on proposal pages. Awards shall not be made to any offeror failing to meet this qualification requirement.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. One of the following:
 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Upon quote submission, Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a Certificate of Vendor Compliance, issued by the Hawaii Compliance Express (HCE) online system. The HCE service allows vendors to register online through a simple interface at <http://vendors/ehawaii.gov> The Certificate of Vendor Compliance provides current Compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Vendors electing to use HCE services are required to pay an annual fee. Due to the time required to process the HCE Certificate of Vendor Compliance, it is highly recommended that the interested Offeror being the registration process immediately.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, 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.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink; if digitally signed, a copy of the eSign audit shall be included. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii General Excise Tax License. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5%

for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an RFQ shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Quote. Quote prices shall be based on "delivery to destination" and include the following pricing inclusions and conditions:

1. Prices shall be firm for the term of the contract, including mutually agreed upon extension period(s), except for increases allowed under the PRICE ADJUSTMENT provision herein, if any;
2. Include all applicable taxes, including the GET, currently 4.5% for all sales made on Oahu.
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified; and;
4. Submit prices in terms of the unit shown;

Offeror is advised that quote prices are all-inclusive, including all shipping and taxes and no other charges will be honored, except as specified herein.

It is the offeror's responsibility to ensure that all prices submitted are for the product and services specified in the quote, therefore offeror should thoroughly review Section 3 "Specifications" to ensure products and services meet requirements.

Purchasing Card (pCard). Offeror is informed that all agencies of the Executive branch shall use the State's purchasing card (pCard) for all orders totaling less than \$2500. Agencies may continue to issue purchase orders for their transactions with those contract vendors who do not accept the pCard or who assess customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor does not accept the pCard or that vendor assesses a fee for credit card usage.

Offer Guaranty or Quote Bond. An offer guaranty is not required for this solicitation.

Insurance. Offeror shall provide insurance information as requested on the Offer Form.

References. Offeror shall list on Offer Form, companies or government agencies for which Offeror has provided the same or similar services as specified, and who can attest to the Offeror's service performance. The State reserves the right to contact the references to inquire about Offeror's current or past job performance.

QUANTITIES

Quantities listed herein are for the period specified.

SUBMISSION OF OFFER

SPECIAL PROVISIONS

SP-15

LAW 26-OSFM-06

Quotes shall be submitted online via the Hawaii Electronic Procurement (HlePRO) website. All required documents must be uploaded to be considered a qualified, responsive and responsible offeror.

FAXED DOCUMENTS

Faxed documents shall not be accepted.

TAX EQUALIZATION PROVISION

For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the quote price submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

AWARD OF CONTRACT

Method of Award. Award, if any, will be made on a total net quote to the qualified, responsive and responsible Offeror submitting the lowest individual quote or Total Net Quote Price. Offeror shall make an offer to meet all requirements to qualify for award consideration.

The quote price shall be for all products and services to include the cost for all taxes and all shipping costs to delivery location specified.

The solicitation may be canceled, or the offers may be rejected, in whole or in part, when in the best interest of the Department of Law Enforcement, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Offeror.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall

be required to maintain compliance through HCE.

To facilitate Award, it is recommended that Offerors register with the Hawaii Compliance Express prior to their quote submittal.

Hawaii Compliance Express. Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance.” HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance” indicating that vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:

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

Pursuant to §103D-328, HRS, lowest responsive offeror 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. It must be valid on the date it is received by the ASO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX “*TAX CLEARANCE APPLICATION*” Form A-6 (Rev. 2022) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website and by mail or fax:

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

DOTAX Forms by Fax/Mail: (808) 587-4242
1-800-222-3229

IRS Website: <https://www.irs.gov/individuals/tax-compliance-report#get>

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO. However, the tax clearance certificate shall be submitted to the ASO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation).

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror 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 and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR “*FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*”, which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO.

The application for the certificate is the responsibility of the offeror and must be submitted directly to the DLIR and not to the ASO. However, the certificate shall be submitted to the ASO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror 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 months from date of issue and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

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

On-line business registration and the Certificate are available at <https://cca.hawaii.gov/breg/> To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid “Certificate of Vendor Compliance” for payments of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over one month old) for final payment.

Timely Submission of all Certificates. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

OFFER ACCEPTANCE

Acceptance of an offer, if any, will be made within thirty (30) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the thirty (30) day period.

CONTRACT EXECUTION

Successful Offeror will receive a formal contract. No work is to be undertaken by the Contractor prior to the contract commencement date. 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 commencement date stated on the Notice to Proceed.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

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:

<u>Coverage</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

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

1. "The State of Hawaii, Department of Law Enforcement, 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."

The Contractor will immediately provide written notice to the Department of Law Enforcement, ASO Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope or not renewed upon expiration.

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 Contractor 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) thereof 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 Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or 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.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to

indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

INVOICING

Contractor shall send an original and one (1) copy of each invoice to the below address. Contractor shall reference the contract number and Purchase Order number on the invoice for payment.

State of Hawaii
Department of Law Enforcement
Director's Office
715 S. King St, Suite 409
Honolulu HI 96813

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services/delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract that requires payment within a shorter period or interest payment not in conformance with statute.

Final Payment Requirements: Contractors registered on the Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Contractors not registered with HCE are required to submit a tax clearance certificate.

SAMPLE PRODUCT LABEL and/or WRITTEN STATEMENT REQUIRED

When requested by the State, offeror shall submit sample, product label, and/or written statement verifying that the item(s) and services offered for the quote in question meets specifications. Samples, product labels, and/or additional literature shall be at offeror's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for the rejection of quote. Any samples submitted for testing purposes will become the property of the State and will not be returned to the offeror.

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision is final.

QUALITY OF GOODS

Goods delivered shall have a life expectancy reasonable to that type of commodity. In the event any services/goods/supplies furnished by the Contractor should fail to conform to the specifications, or if goods/supplies/services delivered are received damaged or in a conditions not fit for usage, the State reserved the right to reject such goods/supplies services. It shall thereupon become the duty of the Contractor to replace such rejected goods/supplies/services immediately without expense to the State. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions.

CONFIDENTIALITY OF INFORMATION

Any information, data, or report given to, or prepared, or assembled by the Contractor that the Department requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Department Coordinator.

FAILURE TO DELIVER

Contractor shall be obliged to deliver goods/supplies/services awarded in this contract in accordance with terms and conditions herein.

If Contractor fails to deliver the goods/supplies/services awarded within the time specified because of conditions beyond his/her control, The State reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the State's obligation to the Contractor.

The State will not in such instances assess the Contractor the difference between the price named in the contract and the actual cost thereof to the State, provided that the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the contractor shall be liable for any excess costs for such similar goods/supplies/services if he/she is unable to substantiate the cause for non-delivery of the item(s) to the satisfaction of the State or if in the opinion of the State, failure to deliver goods/supplies/services is due to the negligence of the Contractor.

LIQUIDATED DAMAGES

Liquidated damages for non-performance of the specified services shall be fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the goods and services specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

RECORDS RETENTION

The Contractor and any subcontractor(s) shall maintain the books and records relating to the

contact and any cost or pricing data for three (3) years from the date of final payment under the contract.

COMPLAINT OR PROTEST

Protestors with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Law Enforcement, 715 S. King St, Room 400, Honolulu, Hawaii 96813.

Notice of award(s), if any, shall be posted on the HlePRO website.