

STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
HONOLULU, HAWAII

Procurement Notice Date: July 07, 2026

**INVITATION FOR BIDS
NO. LAW 26-SD-07**

SEALED BIDS
FOR
FURNISHING AND DELIVERING

**DRONE PLATFORM FABRICATION AND
DELIVERY**

TO THE DEPARTMENT OF LAW
ENFORCEMENT

will be received up to 2:00 p.m. (HST) 28 July, 2026
via online submission on HlePRO

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

LAW 26-SD-07

**DRONE PLATFORM FABRICATION, DELIVERY
AND INSTALLATION
GENERAL DESCRIPTION, REQUIREMENTS AND SPECIFICATIONS**

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The Department of Law Enforcement is issuing this Invitation for Bid (IFB) to seek qualified bidders to fabricate a separate platform to be placed on top of two buildings at two different locations on Oahu in order to attach a drone docking station for Law Enforcement support activities.

A more complete description of the services sought is provided in Section 2.

1.1 BID Requirements

Bids shall specify each Line Item as set forth in this IFB. Failure to comply with all requirements and conditions set forth by these specifications will be the cause for the rejection of the bid(s). A written statement and or drawings of work with detailed descriptions to be performed is required to confirm compliance with all specifications within this IFB. The burden of proof of compliance with these specifications is the responsibility of the bidder.

1.2 BID Awards

The Department prefers to select one contractor to provide the services covered herein. Bidders shall submit separate bids per Line Item and are under no obligation to bid on all items. However, the Department reserves the right to award no contract, depending on the quality of bids and prices submitted. In addition, bidders are advised that if budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

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

Bidders must clearly identify any exception to the solicitation and conditions. Any exception listed by the bidder 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 Bids. While the Department has every intention to award a contract for this IFB, issuance of the IFB 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 its best interest, the Department, in its sole discretion, reserves the right to:

Cancel or terminate this IFB;

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

1.2.3 Rejection of Unrealistic Bids: The Department may reject any bid 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 proposal 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. Failure to meet a requirement may result in an offer being determined 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 Bidder with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements. The Department reserves the right to Award without discussion. Therefore, each initial offer should contain the Bidder'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 submitted bid documents for the factors described below:

Factor 1 – Technical Acceptability: does the bid meet the technical specifications, essential features and delivery requirements.

Factor 2 – Past Performance

Factor 3 – Price

1.3.2 Evaluation Methodology.

A technical evaluation will be performed on all offers. Offers that are found technically acceptable will be ranked according to price. The lowest priced offer will be evaluated for past performance. If that offer does not have acceptable past performance, the next lower offer will be evaluated for past performance, etc. Award will be made to the lowest evaluated priced proposal meeting the acceptability standards.

1.3.3 Price.

The bidder's price 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 bid 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 transportation, permitting or other fees must be included in the price. There will not be a separate Line Item for other incidental charges or fees.

1.3.4 Past Performance.

The Department will evaluate the quality and extent of bidder's past performance, which is

deemed relevant to the requirements of this IFB. The Department will use information submitted by the bidder and any other sources of information available to the Department to assess relevant and recent past performance. In the case of a bidder without a record of relevant and recent past performance or for whom information on past performance is not available, the bidder 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.

Submitted bids will be evaluated for acceptability in accordance with the criteria set forth in Section 2 Specifications. The bidder’s bid documents to include the written statement or drawings must convey to the Department that the Bidder 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 or not acceptable basis.

1.4 General Contractor License Required.

All bidders must have a current State of Hawaii contractor license, classification “B” General Building Contractor, or “C-31a” Cement Concrete Contractor, or other classification determined appropriate by the for this scope of work.

1.5 Subcontractors.

Prospective contractors may subcontract a portion of the work only with the prior written approval of the Contract Administrator identified under the Special Provisions Section. The Contractor shall submit the proposed subcontractor’s name, scope of work, applicable Hawai’i contractor license information, and any required credentials, insurance, safety, labor, and technical documentation before the subcontractor performs any work.

The Contractor shall ensure that all subcontractors are properly licensed and qualified for the work performed and shall ensure subcontractor compliance with all applicable federal, State, and county laws, rules, contract terms, insurance requirements, safety requirements, and HRS Chapter 104 prevailing wage and certified payroll requirements, if applicable.

Approval of a subcontractor by DLE shall not relieve the Contractor of any responsibility, liability, or obligation under the contract. The Contractor shall remain fully responsible for all acts, omissions, performance, nonperformance, defects, damages, claims, corrections, and compliance obligations of its subcontractors and lower-tier subcontractors.

SECTION 2: Scope of Work

2.0 General Requirements

The Contractor shall provide all labor, materials, equipment, tools, transportation, supervision, coordination, permits and other incidentals necessary to fabricate, deliver and place six drone platforms and six Skydio X10 stations on the roof of the designated buildings (three platforms and three Drone Stations per location) in accordance with the

specifications, requirements, attachments, and terms listed in this IFB. The Skydio X10 Drone Station Kits will be delivered by the Agency on site on a shipping pallet at the designated date the Contractor will be performing work.

2.1 Fabrication, Delivery and Placement for Drone Platforms and Skydio X10 Stations.

The Contractor shall fabricate a total of six drone platforms in accordance with the specifications provided in this solicitation. The platforms shall be suitable for supporting the placement and operation of Skydio X10 drone stations and shall be fabricated to the dimensions, materials, structural, finish, and performance requirements identified in the solicitation documents and attachments.

The Contractor shall ensure that all work is performed in a professional manner and in compliance with all applicable Federal, State, and county laws, rules, codes, regulations, safety requirements, and manufacturer requirements.

2.2 Delivery Locations.

The Contractor shall deliver and place (3) drone platforms and (3) Skydio X10 stations on the roof of the buildings at each of the following locations:

**Moana Surfrider Hotel, 2365 Kalakaua Ave, Honolulu, Hawaii 96815
830 Punchbowl Street, Honolulu, Hawaii 96813**

The Contract Administrator will coordinate the delivery, placement, staging, site access, roof access, and security requirements with the designated representatives and any applicable site representative prior to delivery or performance of work.

2.3 Drone Platform and Skydio X10 Station Crate Specifications.

The Contractor shall fabricate six drone platforms in accordance with the specifications per exhibit A below. Each platform shall be fabricated to provide a stable, level, durable, and secure base for the assigned Skydio X10 station.

X10 Drone Platform Specifications:

The required docking station platform must be 40 in x 36 in x 4 in and constructed of reinforced concrete with steel rebar.

The following hardware mounts must be used: Steel Wedge Anchor for Concrete 3/8 in -16 x 3 in (M10-1.5 x 75 mm) with a thread exposure above grade meets the following limits: Minimum: 1.0 in (25 mm) Maximum: 2-3/8 in (6.0 mm).

Each drone platform must have a board or rubber mat made of durable material that is weather resistant and be placed under the drone platform to protect the surface of the roof. Subject to change from the site assessment if deemed that other materials are more appropriate for application.

See Exhibit A for hardware mount placement on the platform.

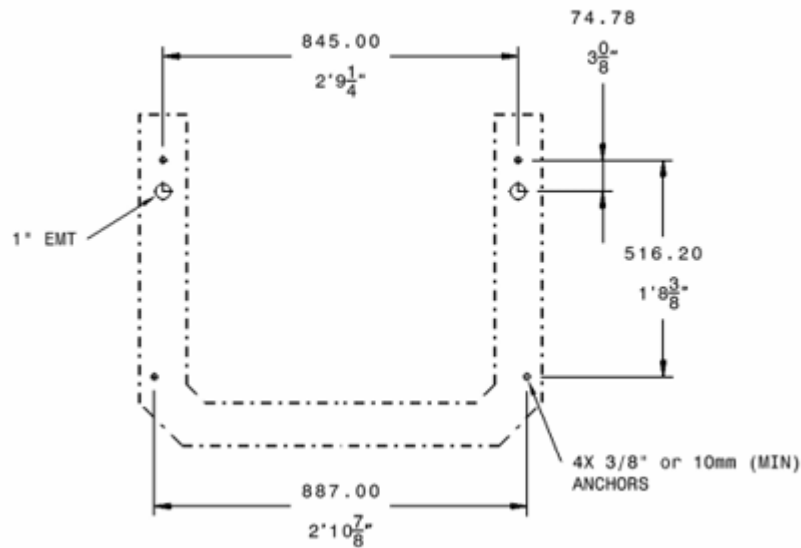


Exhibit A.

X10 Drone Station Crate Specifications:

Dimensions: 40 in x 48 in x 58 in; shipped via wood pallet

Total Shipping Weight: ~360 lbs

Special Considerations for Delivery/ Placement: It is recommended to lift or hoist the Drone Station in its shipped packaging by crane or telescopic handler. If a crane or forklift are not available, separate the Drone Station into its 3x major assemblies for other logistical solutions.

At minimum the contractor shall provide:

Furnishing all required materials, hardware, fasteners, reinforcement, coatings, finishes, and components;

Fabricating each platform to the required dimensions and configuration;

Ensuring each platform is structurally sound and suitable for the intended use;

Ensuring each platform is compatible with the placement and operation of a Skydio X10 station with required mounting hardware installed per Exhibit A;

Providing smooth, finished, and safe surfaces free of sharp edges, defects, cracks, or other workmanship issues;

Protecting each platform from damage during fabrication, transport, delivery, and placement;

All equipment necessary to facilitate transportation, delivery and placement of the drone platforms and Skydio X10 Drone Stations (i.e cranes, forklifts, lifting materials, blocking and bracing, etc....);

No substitution of materials, design, dimensions, or fabrication requirements shall be made without prior written approval from the agency.

2.4 Delivery and Placement.

The Contractor shall deliver and place a total of six drone platforms and six Skydio X10 stations at the two designated locations by the suspense date specified by the agency. The Skydio X10 Drone Station Kits will be delivered and provided on site to the contractor in shipping/ transport configuration. The Contractor must provide all materials and equipment necessary for lifting/ hoisting or other means to safely place the Drone Station Kits on top of the building. Installation of the Skydio Drone Stations will be completed by a Skydio Drone Technician.

Exhibits B and C below are examples of the configuration and placement locations of the drone platforms on the roof. The exact position and placement of the platform will be provided prior to execution and maybe subject to change when the Contract Administrator receives detailed structural blue prints or information regarding the load bearing structural areas where it is ideal to place the platforms. It is not required for the Contractor to affix the drone platforms to the roof.

Exhibit D below reflects the restrictions of obstacles and standoff distances from obstacles. The three drone platforms placed at each location must be separated by a minimum of 5ft from each other and a minimum of 3ft from the edge of the building or structure.

The Contractor shall be responsible for:

Transporting and delivering all drone platforms to the designated locations;

Providing all equipment necessary for safe loading, unloading, movement, and placement of the platforms and drone stations (i.e cranes, fork lifts, lifting materials, blocking and bracing, etc...);

Protecting existing buildings, roofs, walls, flooring, elevators, doors, equipment, finishes, and surrounding property from damage;

Placing each drone platform at the designated location confirmed by the Contract Administrator;

Placing each Skydio X10 station with its assigned drone platform as directed by the agency;

Ensuring each platform is level, stable, properly positioned, and ready for agency inspection;

Removing all packaging, debris, waste materials, and unused materials from the site.

The Contractor shall not drag, drop, slide, or otherwise handle platforms or equipment in a manner that may damage the platforms, Skydio X10 stations, building surfaces, roof membranes, or other property.



Exhibit B. Drone Platform Placement

The red rectangles represent the drone platforms, however final placement location will be subject to change based on identifying structural load bearing points.

Moana Surf Rider Hotel, 2365 Kalakaua Ave, Honolulu, Hawaii 96815

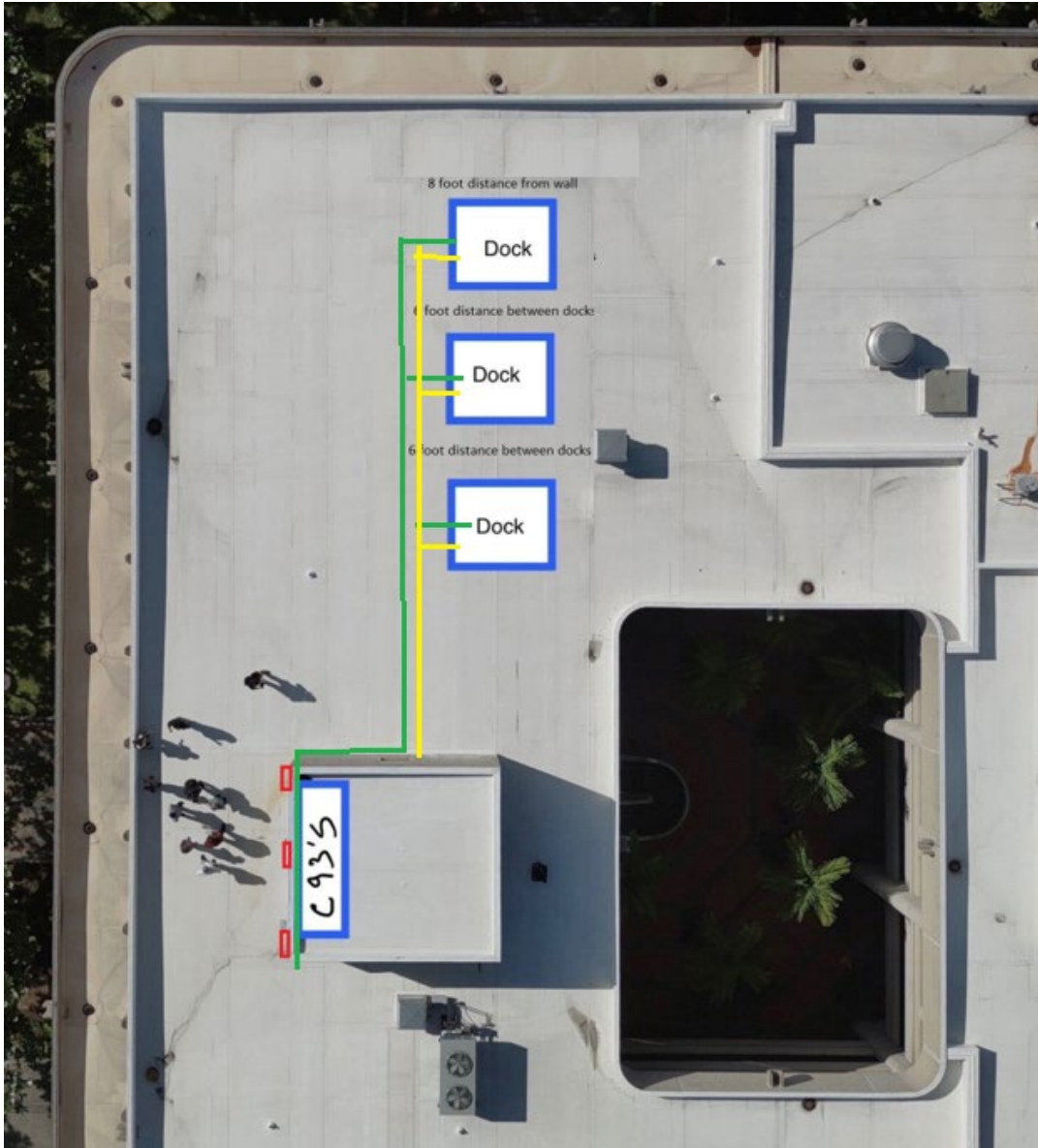


Exhibit C. Drone Platform Placement

The blue rectangles represent the drone platforms, however final placement location will be subject to change based on identifying structural load bearing points.

830 Punchbowl Street, Honolulu, Hawaii 96813

Obstacle Height	1.2 x H	Field Minimum Distance
3.0 ft (0.9 m)	3.6 ft (1.1 m)	4.0 ft (1.2 m)
4.0 ft (1.2 m)	4.8 ft (1.5 m)	5.0 ft (1.5 m)
5.0 ft (1.5 m)	6.0 ft (1.8 m)	6.0 ft (1.8 m)
6.0 ft (1.8 m)	7.2 ft (2.2 m)	8.0 ft (2.4 m)
7.0 ft (2.1 m)	8.4 ft (2.6 m)	9.0 ft (2.7 m)
8.0 ft (2.4 m)	9.6 ft (2.9 m)	10.0 ft (3.0 m)
9.0 ft (2.7 m)	10.8 ft (3.3 m)	11.0 ft (3.4 m)
10.0 ft (3.0 m)	12.0 ft (3.7 m)	12.0 ft (3.7 m)
11.0 ft (3.4 m)	13.2 ft (4.0 m)	14.0 ft (4.3 m)
12.0 ft (3.7 m)	14.4 ft (4.4 m)	15.0 ft (4.6 m)

Exhibit D. Obstacle Clearance Specification Chart

The Dock requires an open field of view to the sky within a 15 ft (4.6 m) radius of the dock center point. Inside this zone, any obstacle taller than the dock (ex. fence, wall, roof mounted equipment, A/C Units or overhanging tree) must be positioned so that its horizontal distance from the dock is at least 1.2 x the obstacle's height (H). Obstacles beyond the 15 ft radius are not restricted. GPS-transparent objects (ex. thin bridges, poles, or towers that do not block the sky view) are exempt.

2.5 Site Coordination and Safety.

The Contractor shall coordinate with the Contract Administrator prior to beginning work at each location. Work shall be performed only during approved dates and times. The Contractor shall comply with all site-specific access, safety, security, parking, staging, and work-hour requirements.

The Contract Administrator will host a site visit for the Moana Surfrider Hotel location to allow prospective bidders to conduct a site assessment. Tentatively the site visit is scheduled for July 14, 2026 at 10:00 am with a structural engineer present to possibly confirm the structural integrity of certain areas of the roof. A second site assessment is tentatively scheduled for July 20th and 21st, 2026 for both locations if needed. Any additional site assessments can be scheduled with the Contract Administrator. Dates and times are subject to change.

The Contractor shall be responsible for maintaining a safe work area and shall comply with all applicable safety requirements, including fall protection, lifting, hoisting, roof access, and material-handling requirements where applicable.

Any damage caused by the Contractor, its employees, subcontractors, suppliers, or agents shall be reported immediately to the agency and shall be repaired or corrected at the Contractor's expense.

2.6 Inspection and Acceptance.

Final acceptance shall be subject to inspection and approval by the agency and or Contract Administrator. The agency may reject any platform, placement, material, workmanship, or work product that does not conform to the solicitation requirements, specifications, approved submittals, manufacturer requirements, or contract terms.

The Contractor shall correct all deficiencies at no additional cost to the agency. Final payment shall not be made until all work has been completed, inspected, accepted, and all required documentation has been received by the agency.

2.7 Warranty.

The Contractor shall warrant that all fabricated platforms and related work are free from defects in materials and workmanship and conform to the specifications and requirements of this solicitation. The Contractor shall correct any defects, deficiencies, or nonconforming work identified during the applicable warranty period of 1 year at no additional cost to the agency.

2.8 Contractor Responsibility.

The Contractor shall be responsible for all labor, materials, equipment, supervision, transportation, delivery, placement, safety, cleanup, coordination, and incidentals necessary to complete the work. The Contractor shall ensure that the completed drone platforms are fabricated, delivered, placed, and ready for use in accordance with the solicitation requirements and all applicable terms and conditions.

SECTION 3: DELIVERY REQUIREMENTS

3.0 DELIVERY REQUIREMENTS

3.1 Delivery Date. The fabrication of the platform and delivery of specified materials and items must be completed no later than the designated suspense date of August 30, 2026. Failure to comply with this requirement may be cause for contract termination and reimbursement to the State for associated project preparation costs or re-scheduling fees.

3.2 Guaranteed Delivery. Due to the immediate need of the Department, the completion of work and delivery of materials and items must be guaranteed to be completed on or before August 30, 2026.

3.3 Transportation and Delivery.

The Contractor shall:

Coordinate necessary transportation, permitting, supplies and equipment required to deliver the drone platforms and place both the drone platforms and Skydio X10 Station pallets on the designated building roofs per Section 2 of this IFB.

3.4 Delivery Locations.

Moana Surfrider Hotel, 2365 Kalakaua Ave, Honolulu, Hawaii 96815
830 Punchbowl Street, Honolulu, Hawaii 96813

SECTION 4: PRICING SCHEDULE

4.0 PRICING SCHEDULE

The Bidder must enter a per Line Item price on their bid per the HlePro solicitation. Each Line Item price shall be inclusive of all costs to include but not limited to transportation fees, delivery fees, materials, equipment operations/ rentals, permitting, sub contractors costs, incidental charges, other fees, etc.....

4.1 Prices.

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 bid 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 IFB.

4.2 All-or-Partial Award.

Awards will be made on an all or partial basis. A bidder may provide prices for all line items listed on the Schedule or may bid for individual items.

4.3 Vendor Requirements.

The contractor shall agree to make DLE whole for any defective work or failure to perform in accordance with the specifications outlined in this IFB. This shall be accomplished by the contractor conducting repairs, replacement, or monetary reimbursement for repairs within the period of one year.

4.4 Invoicing

The 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
Directors 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
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
DLE	=	Department of Law Enforcement
Agency	=	The interested State of Hawaii Representative/ Department
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form 103D by the Department of the Attorney General
GET	=	General Excise Tax
IFB	=	Invitation for Bids

SCOPE

The performance of services and materials to the Department of Law Enforcement, shall be in accordance with these Special Provisions, the Specifications, and the GC by reference made a part hereof.

STATE'S COMMITMENT

In return for bids submitted, the Department of Law Enforcement will purchase the specified services listed herein from the lowest responsive and responsible Offeror(s).

CONTRACT ADMINISTRATOR INFORMATION

The Contract Administrator is Justin Hiraoka, telephone (808) 587-5009, e-mail address: justin.hiraoka@hawaii.gov.

TERM OF CONTRACT

The Contractor shall enter into a contract for furnishing the services specified herein for the twelve-month period, beginning July 28, 2026 or a designated 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 BID

The State will not participate in determinations regarding an Offeror's authority to perform the services. If there is a question or doubt regarding an Offeror's right or ability to perform services, the Offeror shall resolve that question prior to submitting a bid. If an Offeror submits a bid that meets the specifications, offeror meets evaluation criteria, bid is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

BIDDER QUALIFICATION

Each bidder must at the time of bidding have the necessary certifications and capabilities for supplying the services and materials as described in this IFB. Awards shall not be made to any bidder 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 bid 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 begin 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. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item 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 IFB 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.

Bid Quotation. Unit bid prices shall be based on "delivery to destination and stacking of items in storage areas as requested by using agencies" and include the following pricing inclusions and conditions:

1. Unit 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 unit bid prices are all-inclusive, including all shipping and taxes and no other charges will be honored, except as specified herein.

Each item bid shall be priced separately and the unit prices extended and totaled. In case of errors in extension of bid price, the unit price shall govern. In case of an error in addition or subtraction, the calculated sum of all item bid prices shall govern. It is the bidder's responsibility to ensure that all prices submitted are for the product specified in the bid, therefore bidder should thoroughly examine product specifications and brand equivalents.

Purchasing Card (pCard). Bidder 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 Bid 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.

SUBMISSION OF OFFER

Offers shall be submitted online via the Hawaii Electronic Procurement (HiePRO) 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 bid price submitted by a bidder 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(s), if any, will be made on a total net bid or individual bid basis by Item, to the qualified, responsive and responsible Offeror(s) submitting the lowest individual bid or Total Net Bid Price. Offeror(s) shall make an offer on all or individual items to qualify for award consideration..

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 Bidder.

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 bid 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.

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.

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
Directors Office
715 S. King St, Suite 400
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, bidder shall submit sample, product label, and/or written statement verifying that the item(s) and services offered for each bid in question meets specifications. Samples, product labels, and/or additional literature shall be at bidder'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 bid. Any samples submitted for testing purposes will become the property of the State and will not be returned to the bidder.

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

QUALITY OF SERVICES AND MATERIALS

Services and Materials delivered shall have a life expectancy reasonable to that type of commodity. In the event any materials or services furnished by the Contractor should fail to perform and conform to the specifications, or if specified items and materials delivered are received damaged or in conditions not fit for usage, the State reserves the right to reject such services, items and materials. It shall thereupon become the duty of the Contractor to reperform and or replace such rejected items and materials 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 the services and materials awarded in this contract in accordance with terms and conditions herein.

If Contractor fails to deliver the services and materials 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 services and materials. However,

the contractor shall be liable for any excess costs for such similar services and materials if he/she is unable to substantiate the cause for non-delivery of the services and materials to the satisfaction of the State or if in the opinion of the State, failure to deliver services and materials 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 TWO HUNDRED DOLLARS (\$200.00) 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, corresponding 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 contract 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 500, Honolulu, Hawaii 96813.

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