

STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
HONOLULU, HAWAII

Procurement Notice Date: July 29, 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 5:00 p.m. (HST) 12 August, 2026
via online submission on HlePRO

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

**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 platform to be placed on top of one building 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 drawings of work with detailed descriptions to be performed is required to confirm compliance with all specifications within this IFB. Drawings must include but are not limited to detailed construction scope, drawings and sketches, materials to be used, platform specifications/ dimensions, specifications of hardware to be used, applicable codes and standards, permit requirements, manufacturer warranty and contractor warranty standards, proposed completion timeline and inspection and testing requirements. The burden of proof of compliance with these specifications is the responsibility of the bidder.

1.2 BID Awards

Bidders shall submit their bid and provide the required documentation per the solicitation requirements. 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 responsive and responsible Bidder. 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 Bonds. Bid bonds, Performance Bonds and Payment Bonds are required for construction projects that are >\$25,000.00.

The successful bidder shall furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the awarded contract price, in the designated forms prescribed by the State Procurement Office. The required bonds shall be executed by a surety authorized to conduct business in the State of Hawaii and shall be submitted at the time the contract is executed. The bidder shall also submit bid security with its bid in an amount equal to at least five percent (5%) of the base bid.

1.2.3 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.

1.2.4 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

Evaluations of bids will determine the lowest responsive and responsible bidder. Failure to meet a requirement may result in an offer being determined non responsive.

Technical tradeoffs will not be made, and no additional credit will be given for exceeding acceptability. Award will be made to the Bidder with the lowest evaluated price, which is deemed responsible and whose bid 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 – Responsiveness: does the bid meet the solicitation requirements, specifications, essential features and delivery requirements.

Factor 3 - Responsibleness: Is the bidder qualified to perform work under this solicitation.

Factor 3 – Price

1.3.2 Evaluation Methodology.

A technical evaluation will be performed on all bids. Bids that are found responsive and responsible will be ranked according to price. Award will be made to the lowest responsive and responsible bid.

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 HRS CH 104; Wages, Hours of Employees, Certified Payrolls and Fringe Benefit Reporting.

Applicability: This project constitutes construction of a public work and is subject to Chapter 104, Hawaii Revised Statutes, and the applicable rules of the Department of Labor and Industrial Relations.

The Contractor and every subcontractor, regardless of tier, shall comply with all applicable requirements of HRS Chapter 104 throughout the performance of the Contract.

Prevailing wages, certified payrolls and fringe benefits: Every laborer performing work at the project jobsite shall be paid wages at rates not less than the prevailing wages established by the Director of Labor and Industrial Relations (DLIR) for the corresponding classification of work. DLIR Wage Rate Schedule Attached.

For purposes of this Contract, prevailing wages include:

- a. The applicable basic hourly rate; and
- b. The applicable hourly cost or rate of fringe benefits.

The applicable wage determination is the State of Hawaii Department of Labor and Industrial Relations Wage Rate Schedule identified in the solicitation, together with all applicable addenda and adjustments.

The Contractor shall submit weekly for every week in which covered work is performed to the State certified copies of all payrolls and a certified fringe-benefit reporting form containing all information

required by the Department of Labor and Industrial Relations. The Contractor shall be responsible for submitting certified payrolls and fringe-benefit reports for all subcontractors, regardless of tier. Each certification shall affirm that the payroll is correct and complete, that wage rates are not less than the applicable rates contained in the wage determination incorporated into the Contract, and that each laborer's or mechanic's classification conforms to the work performed. These requirements apply to every week in which work is performed, regardless of the project's duration.

Periodic wage adjustments: Notwithstanding the wage rates in effect at the time of bid or award, the Contractor and all subcontractors shall comply with applicable increases in prevailing wage rates periodically determined by the Director of Labor and Industrial Relations during performance of the Contract.

The Contractor shall be responsible for monitoring applicable wage-rate changes and paying all affected laborers and mechanics at the adjusted rates when required. No increase in the Contract Price shall be allowed solely because of an increase in an applicable prevailing wage rate.

Overtime: No laborer or mechanic employed at the jobsite shall be permitted or required to work:

- a. More than eight hours on any day;
- b. On a Saturday;
- c. On a Sunday; or
- d. On a legal holiday of the State of Hawaii,

unless the laborer is paid the overtime compensation required by HRS §104-2.

When the basic hourly rate is established by an applicable collective bargaining agreement, overtime compensation and other premium rates shall be paid at the rates specified in the applicable collective bargaining agreement.

For purposes of calculating overtime compensation, the basic hourly rate shall not be less than the prevailing basic hourly rate established by the Director of Labor and Industrial Relations for the corresponding classification of work.

Payment of wages: The Contractor and every subcontractor shall pay all laborers employed at the jobsite:

- a. Unconditionally;
- b. Not less frequently than once each week;
- c. Without any deduction or rebate except as authorized by law; and
- d. The full amount of all wages and overtime compensation accrued through a date not more than five working days before the date of payment.

The required wages shall be paid regardless of any contractual relationship alleged to exist between the Contractor or subcontractor and the laborer.

Posting and distribution of wage rates: The Contractor shall post the applicable wage-rate schedule in a prominent and readily accessible location at the jobsite.

The Contractor and each subcontractor shall provide each laborer and mechanic with a copy of the applicable wage-rate schedule when the employee begins work under the Contract, except where the employee is covered by an applicable collective bargaining agreement and HRS §104-2 does not require individual distribution.

The Contractor shall also post any notice or poster required by the Department of Labor and Industrial Relations.

Responsibility for subcontractors: The Contractor shall be responsible for ensuring that every subcontractor, regardless of tier, complies with HRS Chapter 104 and the requirements of this section.

The Contractor shall incorporate these requirements into every subcontract and lower-tier subcontract involving work subject to HRS Chapter 104.

Withholding of contract payments: The State may withhold from accrued payments otherwise due to the Contractor any amount the State considers necessary to pay laborers employed by the Contractor or any subcontractor the difference between:

- a. The prevailing wages and overtime compensation required under HRS Chapter 104; and
- b. The wages and overtime compensation actually received and not refunded by the laborers.

The State's exercise of this withholding authority shall not limit any other remedy available under the Contract or applicable law.

No waiver: Failure of the State to include or enforce any requirement of HRS Chapter 104 shall not constitute a defense to noncompliance by the Contractor or any subcontractor.

1.5 General Contractor License Required.

All bidders or any sub contractors must have a current State of Hawaii contractor license, classification "B" General Building Contractor, a C-42 Roofing Contractor license, a C-31a Cement Concrete Contractor license, and any other license classification required for this scope of work.

1.6 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 three drone platforms and three Skydio X10 stations at the designated 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 three 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 this solicitation and document 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 at the following location on the roof of the building:

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 three 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 and Required Roofing Material Specifications:

The required docking station platform must be 40 in x 36 in x 4 in and constructed of reinforced concrete rated at 4000 PSI with steel rebar. Steel rebar must be placed in a manner that will strengthen the concrete platform and not interfere with the placement of the required mounting hardware for the Drone Docking Station.

The following hardware mounts must be used to mount the Drone Docking Station per the attached X10 Drone Dock Station Installation Instructions: 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).

See Exhibit A for hardware mount placement on the concrete platform.

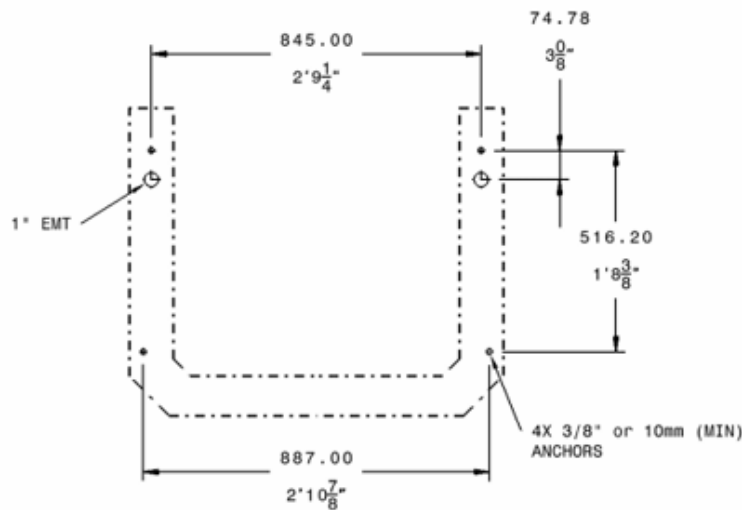


Exhibit A.

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. The Drone Docking Station shipping crate must not be opened or components separated.

Roofing Material Specifications:

Due to the slope and grade of the roof of the building, it is required for a secondary platform to be constructed to contour to the roof in order to keep the concrete platform level and stable. The base platform can be constructed of wood, metal or a combination of both and must be capable of supporting up to 1,000 lbs. The length and width of the base platform must be larger than the concrete platform but not exceed 50 in (L) x 46 in (W) x 12 in (H). The height of the base platform must not exceed 24 inches from the lowest point of the roof. To ensure the base platform is stationary, it is required to affix the base platform to the roof using appropriate adhesive compounds to prevent the base platform from moving after the concrete pad and the Drone Docking Station is placed on top of it. Penetration through the sub roofing material is not allowed.

The contractor must remove only the necessary first layers of the roof membrane of the area where the base platform will be placed in order to allow proper adhesion of the base platform to the underlying roof material. The contractor must install Carlisle SynTec roofing materials (Carlisle Syn Tec specifications attached) over the base platform to ensure a proper transition to the existing Carlisle Syn Tec roof membrane to maintain waterproofing and protection in accordance with Carlisle SynTec standards. The roofing materials must be installed by a Carlisle SynTec certified technician, to retain all warranty claims of the existing roof. In the attached Carlisle Syn Tec specifications are the drawings for the existing Carlisle Syn Tec roofing that was installed for the building's PV system. Also included is a picture of the proposed design

of the base platform that can be constructed of wood, metal or a combination of materials with the roofing material applied.

An approval notice will be given to the contractor that will approve the placement location of the base platform and the concrete platform on the roof validating the structural integrity of the area.

At minimum the contractor shall provide:

Furnishing all required materials, hardware, fasteners, reinforcement, coatings, finishes, components, safety signage/ cones and necessary utilities (i.e water and electricity);

Fabricating each base platform and concrete platforms 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;

A certified Carlisle Syn Tec Technician to install the Carlisle Syn Tec roofing materials;

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....);

All required permitting (i.e road closures, transportation of oversized equipment, operations of heavy equipment, ect....);

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 three drone platforms and three Skydio X10 stations at the designated location by the suspense date specified by the agency. The Skydio X10 Drone Station Kits will be delivered and provided on site by a third party shipping agency 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. The contractor is not required to construct or connect electricity or network provisions to the platform.

Exhibits B is the proposed configuration and placement location 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 if new information is provided to the Contract Administrator. The Contractor is not required to perform any structural changes to the roof.

Exhibit C 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 the base platform and concrete platforms to the designated

location;

Acquiring required permitting (i.e road closures, transportation of oversized equipment, operations of heavy equipment, ect....), except where a building permit is not required pursuant to ROH §18-3.1(b)(13);

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 in the designated area on the roof 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 cause damage while fabricating the platforms on site, drag, drop, slide, or otherwise handle platforms or equipment in a manner that may damage the platforms, or Skydio X10 stations, building surfaces, roof membranes, or other property.

Exhibit B. Drone Platform Placement

The blue rectangles represent the drone platforms, however final placement location and orientation will be subject to change based Contract Administrator discretion or with approval of the Agency a recommended placement from an assessment by Contractor.

830 Punchbowl Street, Honolulu, Hawaii 96813



Exhibit C. 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.

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)

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 can host a site visit at the contractors request prior to the offer due date. Dependent on the number of interested contractors, the Contract Administrator will consolidate the site visit to a single date. 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 work to include the fabricated platforms, roofing materials installed and other 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 required permitting (i.e road closures, transportation of oversized equipment, equipment operations, etc....), 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 **September 15, 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 **September 15, 2026**.

3.3 Transportation and Delivery.

The Contractor shall coordinate necessary transportation, permitting, supplies and equipment required to deliver the fabricated platforms and place the Drone Docking Stations on the designated building per Section 2 of this IFB.

The Agency will have the freight forwarder deliver the three drone stations on site on the date of execution. In the event the freight forwarder fails to deliver during the designated time, DLE will pay for the additional cost for rescheduling of any equipment or other required services. If the freight forwarder requires to change the planned and agreed to delivery date due to contractor negligence or failure to meet the designated timeline, it will be at the contractors expense to reschedule delivery and cover all other necessary costs for requirements under this IFB.

3.4 Delivery Locations.

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 Award.

Awards will be made to the lowest responsive and responsible contractor. A bidder will provide the bid price inclusive of all requirements under the solicitation.

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 August 18, 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 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 (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 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.