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SECTION ONE
GENERAL INFORMATION AND INSTRUCTIONS

Contractor shall comply with all requirements set forth in the IFB documents, including these instructions, the scope of work and/or specifications, all contract terms and conditions, special provisions, and attachments or exhibits (hereinafter, collectively referred to as "Solicitation Documents"). The Solicitation Documents shall be incorporated by reference and made a part of any resultant agreement ("Contract") awarded as a result of this IFB.

1.1 DEFINITIONS

1.1.1 AG: State of Hawaii Attorney General.

1.1.2 Bid Form: Form of Bid, which is used to submit pricing information.

1.1.3 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.

1.1.4 Solicitation Documents: IFB Instructions, Specifications, any special provisions and applicable attachments and exhibits.

1.1.5 Contract: Form AG-003 Contract for Goods and Services based on Competitive Sealed Bids.

1.1.6 Contract Documents: The Contract, amendments (which pertain to the Contract Documents), Contractor's bid documents (including appropriate accompanying bid documentation and post bid documentation) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, the bid documents, change orders, field orders, any written order for changes and interpretations and clarifications issued on or after the effective date of the contract.

1.1.7 Contractor: Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State and acting directly or through its agents or employees.

1.1.8 Firm: A sole proprietor, corporation, joint venture, limited liability partnership, limited liability corporation, partnership, association, or any other legal business entity.

1.1.9 GET: General Excise Tax.

1.1.10 HCE: Hawaii Compliance Express.

1.1.11 HHFDC: Hawaii Housing Finance & Development Corporation.

1.1.12 HAR: Hawaii Administrative Rules.

1.1.13 HRS: Hawaii Revised Statutes.

1.1.14 IFB: Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids.

1.1.15 STATE: State of Hawaii, HHFDC.

1.1.16 HOPA: Head of the Purchasing Agency (typically, the HHFDC Executive Director).

1.1.17 Procurement Officer: The HHFDC Executive Director or designee.

2.0 SOLICITATION SCHEDULE

Date IFB Advertised	August 12, 2026
Deadline for Questions or Clarification Requests	August 27, 2026 No later than 4:00 PM, HST
Date of HHFDC Response to Questions or Clarifications	September 1, 2026
Bids Due	September 10, 2026 No later than 4:00 PM, HST
Notice of Intent to Award	TBD
Contract Start Date	October 29, 2026

3.0 ELECTRONIC PROCUREMENT

This solicitation is being conducted on the State of Hawaii eProcurement system (HIePRO). The State has established HIePRO to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on HIePRO to participate in this procurement. To register on HIePRO, go to the HIePRO website at https://hiepro.ehawaii.gov/ and click on the “Sign Up” link.

Bidders must access the Solicitation Documents on the HIePRO website and all responses to the IFB must be submitted on HIePRO. Only responses made through HIePRO will be accepted for this solicitation.

Award(s) resulting from this solicitation, if any, are subject to a mandatory HIePRO transaction fee equal to .75% (.0075) of the award amount, not to exceed $5000 for the total contract term. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and shall be payable to NIC Hawaii, the vendor administering HIePRO.

NIC Hawaii shall invoice the awarded bidder directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HIePRO system.

4.0 BID REQUIREMENTS

4.1 Bidder shall complete, sign, and submit the forms and items listed below. All required forms shall be submitted to HHFDC **through HIePRO** on or before the Bids Due date in the Solicitation Schedule above, as amended by any addenda to the IFB. **Any bidder failing to meet this requirement may be deemed non-responsive and not considered for award.**

- ☐ Form of Bid (Attachment 1)
- ☐ Bid Schedule (Attachment 2)
- ☐ Statement of Bidder Experience (Attachment 3)

4.2 Form of Bid (Attachment 1)

Bidder shall complete, sign and submit the Form of Bid using Bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed and signed Form of Bid, Bidder attests as follows:

4.2.1 If unsigned, the bid will be automatically rejected unless accompanied by other material containing a signature indicating the Bidder's intent to be bound. If bidder's offer is the lowest responsive bid, the bidder must submit the complete original offer with all required forms within five (5) working days from the notification of intent to award.

4.2.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.

4.2.3 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact and confirm the stated information.

4.2.4 Failure to complete and provide all information requested in this IFB may result in automatic bid rejection.

4.2.5 Taxpayer Preference. For evaluation purposes, pursuant to Chapter 103D-1008, HRS, the Bidder's tax-exempt price bid submitted in response to this 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.

4.2.6 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

4.2.7 Statement of Bidder Experience. Bidder shall complete and submit with its bid the Statement of Bidder's Contractor Experience to assist HHFDC in determining if bidder is responsible and has adequate qualifications and capacity to perform the work.

5.0 BIDDER QUALIFICATION

5.1 Minimum Qualifications. Bidder must be authorized to conduct business in the State of Hawaii at the time of award. This means that the bidder is registered as a business with the State of Hawaii Department of Commerce and Consumer Affairs and is compliant with all laws governing businesses in the State of Hawaii. The most expedient way to register with the State and ensure compliance is through the State's Hawaii Compliance Express (HCE) system at: https://vendors.ehawaii.gov/hce/.

5.1.1 Performance Capability. Bidders must be capable of performing the work for which bids are invited and must be capable of entering into a public contract of $25,000 (twenty-five thousand dollars) or more.

5.1.2 Disqualification. Any persons, firm or corporation where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently on any previous contract with the HHFDC, may be disqualified.

5.1.3 Reserved.

5.2 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within four (4) hours of the initial call from the Contract Administrator.

5.3 Supplies. Bidder shall have adequate equipment and capacity to perform and complete the work specified herein within the period specified.

5.4 Responsibility of Bidder. Pursuant to section Chapter 103D-310(c), HRS, the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State. The most expedient way to show proof of compliance for award purposes is to register online with the Hawaii Compliance Express (HCE) system at: https://vendors.ehawaii.gov/hce/.

Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to section 103D-302, HRS.

See Section 3.4, Responsibility of Bidder.

5.5 The Procurement Officer shall make a determination of responsibility or non-responsibility of bidder or prospective bidder based on available information.

5.6 If the Procurement Officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.

5.6.1 The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.

5.6.2 Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

6.0 PRE-BID CONFERENCE AND/OR SITE VISIT

6.1 A pre-bid conference and/or site visit will not be held as indicated in the Notice to Bidders, as amended.

7.0 INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Solicitation Documents are to be submitted to the IFB Contact in writing ***through the HIePRO Questions & Answer*** function by the Deadline for Questions or Clarification Requests specified in the Solicitation Schedule above, as amended. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by addendum to the IFB. Questions received after the time specified in the Solicitation Schedule, as amended, will not be addressed. Only responses to questions addressed by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may also be issued to modify the Solicitation Documents at the discretion of HHFDC.

8.0 ELECTRONIC SUBMISSION OF OFFER

The offer shall be submitted and received electronically through the HIePRO website. The electronically submitted offer shall be considered the original. Any offers received after the due date and time, or any offers not received on the HIePRO website, including faxed, hand delivered or e-mailed offers, shall not be accepted or considered for award.

8.1 Bidder shall review all instructions included with the HIePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HIePRO by the due date and time.

8.2 Bidders are advised to not wait until the last minute to submit their offer on HIePRO. Bidders should allow ample time to review their submittals on HIePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HIePRO will not accept the offer.

8.3 The submission of an offer shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

9.0 SUBMISSION OF BID

9.1 Bid Due Date. All bids shall be received on HIePRO no later than the date and time indicated in the Solicitation Schedule in subsection 2.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

9.2 Format Instruction for Submitting Offer in HIePRO.

9.2.1 Format. Offers shall be submitted as attachments on HIePRO.

9.2.2 Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.

9.3 Bid Samples. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested and will not be deemed to vary any of the provision of the IFB.

9.4 Cancellation or Rejection of Bids. The solicitation may be cancelled, or the bids may be rejected, in whole or in part, when in the best interest of HHFDC, as provided in §3-122-95 through §3-122-97, HAR.

9.5 Certification of Independent Cost Determination. By submitting a bid and applicable bid document, bidder certifies as follows:

9.5.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

9.5.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Form of Bid for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

9.5.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date as follows:

10.1.1 Modification of bids

10.1.1.1 A written notice accompanying the actual modification received by HHFDC, stating that a modification to the bid or proposal is submitted; or

10.1.1.2 A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine, electronic mail, or an electronic procurement system pursuant to section 3-122-9, HAR, to HHFDC; provided if other than through an electronic system, offeror submits the actual written notice and modification within two working days of receipt of the facsimile or the electronic transmittal.

10.1.2 Withdrawal of bids

10.1.2.1 A written notice received in the office designated in the solicitation; or

10.1.2.2 A notice by facsimile machine or other electronic method pursuant to section 3-122-9, HAR, to the office designated in the solicitation.

10.2 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with section 3-122-31, HAR.

11.0 TAX LIABILITY

11.1 All bids shall include the State General Excise Tax (GET) and/or any other applicable taxes. 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 4.0% rate for sales made on Oahu, Hawaii, Maui, Kauai, Molokai and Lanai or the applicable Use tax.

11.2 If a Bidder is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

12.0 REQUIRED REVIEW

12.1 Before submitting an offer, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

12.2 Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the HHFDC as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum and mitigate reliance of a defective solicitation upon which award could not be made.

13.0 CONFIDENTIAL INFORMATION

13.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this IFB should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

13.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

13.3 Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such informational shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

14.0 CANCELLATION OF BID PROCESS

The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC as determined by HHFDC in its sole discretion.

15.0 RECEIPT AND OPENING OF BIDS

All bids shall be received ***on HIePRO*** no later than the date and time indicated in the Solicitation Schedule above, as amended by any addenda to this IFB. **Late bids shall not be considered.**

16.0 RESERVED

17.0 RESERVED

18.0 OFFER PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting an offer shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

19.0 SPECIAL LEGAL REQUIREMENTS

Nondiscrimination – No person performing work under this Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

END OF INSTRUCTIONS

SECTION TWO
SCOPE OF WORK AND SPECIFICATIONS

The Contractor shall provide all labor, materials, equipment and incidentals necessary to satisfactorily complete the Scope of Services described herein.

1.0 SCOPE OF WORK AND SPECIFICATIONS

The Hawaii Housing Finance and Development Corporation (HHFDC) is soliciting bids for the maintenance of current Microsoft Dynamics GP 2018 R2 (hereinafter referred to as GP 2018) with the appropriate Service Pack level to improve both current business processes and application technology capabilities.

1.1 Server is located on HHFDC premises and must be done remotely.
1.2 Maintenance of software will be performed on site and as directed by HHFDC.
1.3 Contractor Responsibilities:
See attached Schedule A for Contractor Responsibilities.

2.0 CONTINGENCY OR ALLOWANCE

An amount of $20,000.00 is provided for additional work not covered by other line items in the Bid Schedule, such as additional contract extensions or unforeseen circumstances discovered in performance of the work that may impact the scope, timeline, or other material aspect of the requirements.

Any work to be paid from a Contingency or optional services Allowance shall be determined and approved by HHFDC at its sole discretion. The Contractor shall provide a cost proposal and shall not commence any work prior to HHFDC's written approval of the cost proposal and issuance of a notice to proceed. No sum shall be paid from the Contingency or Allowance without prior written approval by HHFDC. HHFDC shall require that the Contractor submit invoices, receipts and/or other information necessary to process payment.

3.0 CONTRACT ADMINISTRATOR; CONTRACT TERM

3.1.1 Contract Administrator. The Contract Administrator for HHFDC shall be:

Holly Osumi, Chief Financial Officer
Fiscal Management Branch
Telephone: (808) 587-0601
Email: holly.m.osumi@hawaii.gov

3.1.2 Contract Term. The contract period is for three (3) years, effective on or around October 29, 2026 and ending on or around October 31, 2029.

The Contract provides for one (1) renewal option of one year and six months, period ending on April 30, 2031, without the necessity of re-soliciting. Pricing for any renewal period is not required at the time of bid. Any adjustment in the contract price for a renewal period shall be determined by mutual agreement between the State and the Contractor prior to commencement of that renewal period.

Each 12-month period of service during the contract term is subject to Department of Human Resources Development (DHRD) approval of a Request for Exemption from Civil Service (RECS). The contract may be terminated for convenience if such approval is not obtained.

The State or HHFDC reserves the right to cancel this contract provided no less than 30 calendar days written notice is provided to the contractor. Any balance remaining on the contract for non-renewed software licenses and unused technical support and consulting services at the time of termination belongs to HHFDC; it shall not be rendered payable to the Contractor as of the effective date of termination.

4.0 SCHEDULE

4.1 The Contractor shall not commence any work until it has received a signed Notice to Proceed (NTP). Any work conducted prior to the issuance of the NTP shall be at the Contractor's own risk and no compensation shall be paid for such unapproved work. Similarly, any work conducted following the expiration of the contract or purchase order, unless the same is extended, shall be at the Contractor's own risk and no compensation shall be paid for such unapproved work.

4.2 Normal Workdays/Hours

4.2.1 Work may be performed on normal workdays and during normal work hours only.

4.2.2 Normal workdays are Mondays through Fridays, excluding legal State Holidays and Saturdays and Sundays. Normal work hours are from 7:45 a.m. to 4:30 p.m., Hawaii Standard Time (HST).

5.0 WORKMANSHIP

The Contractor shall provide skilled supervision and workers familiar with the required services and proficient at the operation of all required equipment.

6.0 WORK COMPLETION

All the work required by the contract shall be completed in a clean, neat and professional manner. Any rejected work shall be corrected to the satisfaction of HHFDC. Costs for the correction of any rejected work shall be borne solely by the Contractor and no additional payment shall be made by HHFDC for this corrective work.

7.0 PAYMENT

7.1 The Contractor shall submit an original invoice for payment upon satisfactory completion of the required scheduled work. The body of the invoice must contain the following information:

- Contract Number
- Dates services and/or goods provided
- Hours incurred and description of the work performed
- Dollar amount due
- Name and address for payment

The Contractor shall invoice for payment on a monthly basis. If the Contractor's bid amount is $2,500.00 or more, the Contractor shall submit with each invoice a current Certificate of Vendor Compliance from HCE indicating that the Contractor is in "Compliant" status or equivalent documentation to show compliance with section 103D-310(c), HRS. The Contractor's invoice cannot be processed for payment if not accompanied by current and valid compliance document(s).

7.2 To expedite processing of the invoice, mail the invoice to:

Hawaii Housing Finance and Development Corporation
ATTN: Disbursing Accounts Payable
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

7.3 The processing of the payment invoice by HHFDC will be contingent upon the verification and approval by the HHFDC Contract Administrator that the work has been satisfactorily completed. Section 103-10, HRS, provides that the State, upon receipt of invoice, shall have thirty (30) calendar days after receipt or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period.

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 All goods and services furnished under the Contract shall be provided at the rates specified in Contractor's bid. No overtime rates shall be paid to the Contractor.

8.2 The State may increase or decrease the number of hours of work or the quantity of goods required for any supplemental period. In the event that the total hours listed included on the bid form is less, the reduction of hours shall not constitute grounds for any equitable price adjustment for the contractor.

8.3 The State reserves the right to discuss and modify contract scope with contractor based on the State's need for related goods or services.

END OF SCOPE AND SPECIFICATIONS

SCHEDULE A
CONTRACTOR RESPONSIBILITIES

Contractor shall provide HHFDC with annual software license renewals for Dynamics GP for applicable versions with Business Ready Enhancement Plan (16%), effective October 29, 2026 through October 31, 2029, as follows:

- User Licenses (Microsoft Dynamics GP Perpetual):
    1. Nine (9) Full User CAL (Concurrent User), Two (2) Self Service User CAL Customization Pack
    2. Two (2) Light user licenses for Management Reporter

- SQL Server Runtime Licenses – 11 CALs (total user licenses) and product modules:
    1. Nine (9) Full User CAL (Concurrent User), Two (2) Self Serve User CAL
    2. Customization Pack
    3. Extended Pack
    4. Microsoft® SQL Server® 2019 Standard Edition Runtime CAL (All Languages)
    5. Microsoft® SQL Server® 2019 Standard Edition Runtime Server License (All Languages)
    6. Starter Pack

- Add-on Modules:
    1. Encore Project Tracking
    2. Encore Project Budgeting
    3. Professional Advantage Collections Management
    4. Binary Streams Investments and Loans Management

Contractor shall provide HHFDC with technical support and consulting services in addition to the Business Ready Enhancement Plan (16%) specified above, up to a combined maximum total of approximately 450 hours over the contract period. Contractor must also perform regular updates to the system as patches and upgrades are released to both the GP server as well as all of the GP clients. Support services shall be provided during the State of Hawaii business hours of 7:45 am to 4:30 pm, Hawaii Standard Time (HST) and meet the following response times:

- Technical support services issue response time to initiate ticket < 3 hours from time of submission, HST;
- Technical support services issue resolution time < 48hours from time of submission, HST; and
- Consulting services response time < 24 hours from time of submission, HST.

Optional Service Allowance:

The State is in the process of developing an Enterprise Financial System (EFS) that will be deployed statewide in the next three years. As such, GP 2018 may be decommissioned prior to the end of the contract term. At that time, HHFDC may require Contractor's assistance to transfer data and transition from GP to the EFS. Contractor shall provide technical support and consulting services for the migration (i.e., beginning balances and amounts as well as historical financial data) and/or interface of data transfer to the EFS and provide users access to the GP historical files, as necessary. The amount for this optional service may not exceed the contingency amount. Support services deadlines will be mutually agreed upon after the State or HHFDC exercise its right to execute the optional services.

SECTION THREE
<u>CONTRACT AWARD AND TERMS</u>

3.1 CONTRACT TYPE

Fixed-Price Contract.

3.2 TERM OF CONTRACT

See Section 2.3, Contract Administrator; Contract Term.

3.3 METHOD OF AWARD; AWARD AMOUNT

Award, if made, shall be to the responsive, responsible Bidder submitting the lowest bid. Bidder must complete all required forms and furnish all required information specified in the IFB Documents.

The Estimated Quantities of goods and services stated on the Bid Schedule is for bid tabulation purposes only to establish comparative pricing under the Contract and to determine the low Bidder. The actual award amount may differ from the Total Bid Amount in order to align with the funding available for this Contract.

For instance, if the low Bidder's Total Bid Amount is $300,000, HHFDC may award the Bidder a Contract in the amount of $600,000 to utilize funding available for this Contract. The same principle will apply if the low Bidder's amount exceeds the available funding. For instance, if the low Bidder's Total Bid Amount is $600,000, but HHFDC only has $400,000 available for this Contract, HHFDC may award a contract for $400,000 in accordance with the following paragraph.

HHFDC reserves the right to make an award to the apparent Low Bidder based on the Estimated Quantities of goods and services stated on the Bid Schedule. HHFDC further reserves the right to adjust the award amount to align with the amount of funding available for the Contract. HHFDC also reserves the right to adjust or reduce the scope of work or Estimated Quantities to make it commensurate with the award amount, if necessary.

3.4 RESPONSIBILITY OF BIDDER

3.4.1 Pursuant to section 103D-310(c), HRS, the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:

a. Chapter 237, HRS, tax clearance;
b. Paragraph 2 Chapter 383, HRS, unemployment insurance;
c. Chapter 386, HRS, workers' compensation;

d. Chapter 392, HRS, temporary disability insurance;
e. Chapter 393, HRS, prepaid health care; and
f. Chapter 103D-310(c), HRS, Certificate of Good Standing (COGS) for entities doing business in the State.

3.4.2 Bidders shall produce documents to the procuring officer to demonstrate compliance with this subsection. The State shall verify compliance for awards of $2,500 or more. If a Bidder is not compliant at the time of award, the Bidder will not receive the award. Any Offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS.

3.4.3 Hawaii Compliance Express. Bidders are strongly encouraged to register with the Hawaii Compliance Express (HCE) system to obtain proof of compliance. HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. Bidders should register with HCE at https://vendors.ehawaii.gov prior to submitting an offer. The annual registration fee is $12.00, and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.

Timely Registration on HCE. Bidders are advised to register on HCE soon as possible to ensure compliance at time of award.

3.4.4 Verification of Compliance. Upon receipt of compliance documents (HCE certificate or A-6, LIR#27, and COGS), HHFDC reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

3.4.5 Any Bidder making a false affirmation or certification under subsection 103D-310(c) shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to section 103D-302, HRS.

3.4.6 In evaluating bids, HHFDC shall consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested on the offer form(s) or otherwise by the IFB.

3.4.7 HHFDC may conduct such investigations as HHFDC deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of bidders to perform the work and/or furnish the goods in accordance with the Contract Documents to HHFDC's satisfaction within the prescribed time.

3.4.8 HHFDC reserves the right to reject any or all bids, including, without limitation, bids that are non-responsive or that were submitted by non-responsible or unqualified bidders and waive any defects if the Procurement Officer believes the rejection or waiver is in the best interest of the State.

3.4.9 HHFDC may hold all bids for the duration specified in the Form of Bid. During that time, the bid prices shall remain firm. Unless otherwise required by law, bids may not be withdrawn without penalty.

3.4.10 The award of the contract is conditioned upon funds made available for the project (or projects, if applicable).

3.5 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer
Hawai‘i Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, HI 96813

A 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; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website at: https://hands.ehawaii.gov/hands/.

3.6 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the HHFDC Executive Director, HHFDC Board of Directors, Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

3.7 CONTRACT EXECUTION

Successful Bidder receiving award shall enter into a formal written contract to be signed by the Contractor and returned by the earlier of within five (5) calendar days upon delivery to the Bidder by HHFDC or October 21, 2026. Refer to Exhibit A, Contract for Goods or Services Based Upon Competitive Sealed Bids, for contract and compliance requirements.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract.

The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

3.8 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed (NTP).

3.9 INSURANCE

3.9.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Bidder shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

3.9.1.1 Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of $1,000,000 per occurrence; personal and advertising injury of $1,000,000 per occurrence; broadcasters' liability insurance of $1,000,000 per occurrence; and with an aggregated limit of $2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

3.9.1.2 Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of $1,000,000 for bodily injury for each person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage for each accident.

3.9.1.3 Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

3.9.2 The Contractor shall deposit with the State, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the State that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the State during the entire term of the Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

3.9.3 The Contractor will immediately provide written notice to the State and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

3.9.4 The certificates of insurance shall contain the following clauses:

3.9.4.1 The State of Hawaii and the Hawaii Housing Finance and Development Corporation are added as additional insured with respect to operations performed for the State of Hawaii and the Hawaii Housing Finance and Development Corporation.

3.9.4.2 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.

3.9.4.3 All required policies within this section shall contain a waiver of subrogation in favor of the State of Hawaii.

3.9.5 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor’s liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the Contract.

3.10 PAYMENT TO NIC HAWAII

HIePRO is administered by NIC Hawaii. Upon award in HIePRO, NIC shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to NIC within thirty (30) days from receipt of invoice. NIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HIePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed $5,000 for any single award to a vendor.

<u>Termination/Rescission of an Award</u>. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the

vendor’s account with NIC. To receive the credit, the vendor must make a request to NIC for a credit.

3.11 INVOICING AND PAYMENT

3.11.1 Payment for work performed by the CONTRACTOR shall be made in accordance with paragraph 17 of the 103D General Conditions (Form AG-008).

3.11.2 An original invoice referencing the contract number and describing the specific deliverable for which payment is being requested shall be directed to the Contract Administrator or designee within 30 days from delivery of goods and/or services.

3.11.3 Cost or Pricing Data. In accordance with section 103D-312, HRS, and section 3-122-123, HAR, Contractor shall provide cost or pricing data or both in support of any price adjustment to the Contract involving aggregate increases or decreases in costs plus applicable profits expected to exceed $100,000.

3.11.4 Contractor shall be paid upon acceptance of the deliverable, and receipt and approval of the invoice, by HHFDC.

3.11.5 Section 103-10, HRS, provides that the State, upon receipt of invoice, shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract 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.

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

3.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.13 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this solicitation to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

SECTION FOUR
SPECIAL PROVISIONS

1.0 BIDDER QUALIFICATIONS

1.1 To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The State reserves the right to disqualify any potential bidder if, in its discretion, the State determines that the bidder does not have the requisite experience or expertise to provide the services.

1.2 At the time of bid submission, assure the State by Certification in writing, of compliance with the requirements of Section 103-55, HRS by completing the Offer Form Wage Certificate.

2.0 RECEIPT, OPENING AND RECORDING OF BIDS

All bids received in HIePRO will be considered for award. Any bids received outside of HIePRO (i.e. email, facsimile, etc.) shall be rejected and not considered for award.

Bids shall be automatically opened at the time and date specified in the Solicitation. The name of each Bidder, the bid price(s), and the title of attachments, if any, shall be made available in HIePRO. Documents posted as attachments will not be accessible, only the name of the uploaded file will be viewable. All information pertaining to the bids shall be available for public inspection, upon request, after bid opening except to the extent that the Bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Procurement Officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, such data shall be subject to written determination by the attorney general for confidentiality. If the attorney general determines in writing that the material so designated as confidential is subject to disclosure, the Bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the Bidder protests under HAR chapter 3-126.

Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 4.3.

3.0 MISTAKES IN BIDS

3.1 When the Procurement Officer knows or has reason to conclude before the award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section. Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions. These irregularities/ informalities can be waived or corrected without prejudice to other Bidders.

3.2 Correction or withdrawal of a bid after the time and date set for the bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent that it is not contrary to the interest of the governmental agency or fair treatment of other Bidders.

3.3 When, after the bid opening but before the award, the Procurement Officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such Officer should request the Bidder to confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections 4.3.4 and 4.3.5 of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a Bidder to acknowledge receipt of an amendment to the IFB (if such acknowledgement is required by the IFB) but only if it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.

3.4 If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In the case of an error in addition, the sum of the total amount bid for each item added shall govern.

3.5 A Bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

3.6 A Bidder may not correct a mistake in a bid discovered after the award of the contract except where the Procurement Officer makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

3.7 When a bid is corrected or withdrawn, or a correction or withdrawal is denied, under 4.3.3 or 4.3.4, the Chief Procurement Officer or the Head of a Purchasing Agency shall prepare a written determination showing that the relief was granted or denied in accordance with HAR §3-122-31, subchapter 5 except that the Procurement Officer shall prepare the determination required under subsection (C).

4.0 BID INSPECTION

Competitive sealed bids may be inspected only as provided for in Section 4.2 and after the award of contract.

5.0 RESERVED

END OF SPECIAL PROVISIONS