STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
HONOLULU, HAWAII

Procurement Notice Date: November 27, 2026

INVITATION FOR BID

NO. LAW 26-SD-11B

SEALED BIDS
FOR
FURNISHING AND DELIVERING

DRONE STATION CONTAINER AND DELIVERY

TO THE DEPARTMENT OF LAW
ENFORCEMENT

will be received up to 2:00 p.m. (HST) December 14,
2026 via online submission on HIePRO

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

MODIFIED CONTAINER, 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 procure and deliver modified 20ft containers and fabricate multiple drone platforms on the top to accommodate Skydio X10 Drone Stations 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, specifications and modifications to the 20ft container, materials to be used, specialty equipment required, 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 >$50,000.00.

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 a bid security bond with their 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 determined 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 responsive and responsible 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 to include but not limited to shipping, 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.

At a minimum, the prime contractor shall hold a valid State of Hawaii "B" General Building Contractor license.

Where applicable to the work being performed, the contractor and/or its subcontractors shall also possess the appropriate specialty contractor licenses, including, but not limited to:

- C-48 – Structural Steel Contractor
- C-31a – Cement Concrete Contractor
- Any other contractor license classification required by the State of Hawaii for the specific work, trade, or activity being performed under this contract.

All required licenses shall be current and valid at the time of bid submission and shall remain valid throughout the duration of the contract.

Subcontractors shall possess the appropriate State of Hawaii contractor license classification for the portion of work they are assigned to perform.

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 procure, modify, deliver and place (3) 20ft containers at the designated locations 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 on the designated date the Contractor will be performing work.

2.1 Purchase, Fabrication, Delivery and Placement of a modified 20ft Container.

The Contractor shall furnish, modify, transport, deliver, level, secure, connect, test, and complete (3) modified 20-foot shipping containers for dual use as drone-station enclosures and emergency office space. The (3) containers shall be delivered and installed at the following locations: (1) at the Hale Koa Hotel Parking Structure, (1) on Fort Shafter and (1) on the Leilehua Golf Course. All modified containers will be designed and built to mount (3) Agency furnished Skydio X10 docking stations on the top of the roof. For this IFB, the Fort Shafter and Leilehua Golf Course containers will only have (2) drone stations mounted and the Hale Koa container will have (3) docking stations mounted totaling (7) docking stations to be mounted.

Each site price shall include all labor, materials, equipment, engineering, fabrication, foundations, anchorage, utility connections, inspections, testing, cleanup, and incidental work required for a complete installation.

The Contractor shall furnish (3) new, unused 20-foot shipping containers. Used, refurbished, reconditioned, or previously serviceable containers are not acceptable. Each new container shall be structurally sound, weather tight, and free of corrosion, contamination, damage, and defects affecting emergency office use, safe occupancy, or rooftop equipment support.

The Contractor shall submit product data and coordinated drawings identifying container dimensions, door and window openings, ventilation, interior finishes, roof platforms, ladder and guardrails, foundations and anchorage, utilities, electrical circuits, network routes, and security equipment. Fabrication shall not begin until the Contract Administrator approves the submittals. Approval does not relieve the Contractor of responsibility for design adequacy or compliance.

2.2 Delivery Locations, Site Conditions and Scheduled Site Assessment

The Contractor shall deliver and place (1) modified 20ft container at each of the following locations.

Location 1: Hale Koa: 358 Maluhia Road, Honolulu, Hawaii 96815, at the placement area designated by DLE. Estimated coordinates: 21°17'02.4"N 157°50'03.2"W

Location 2: Fort Shafter, Oahu, Hawaii, at a placement area to be designated by DLE during site assessment. Coordinate final placement and orientation with DLE and the military property representative. Estimated coordinates: 21°20'19.0"N 157°52'59.6"W.

Location 3: Leilehua Golf Course: 199 Leilehua Rd, Wahiawa, HI 96786, at a placement area to be designated by DLE during site assessment. Estimated Coordinates: 21°28'55.8"N 158°01'08.8"W.

Power shall be sourced from nearby utility access points identified during the site assessment or subsequently designated by DLE. The Contractor shall assess available service, capacity, voltage, proposed routing, distance, excavation, protection, and restoration requirements. Final tie-in points and routes require DLE and property-owner approval before connection work begins. Internet connection points shall similarly be coordinated and determined during site assessment.

Bid pricing and drawings for utility and internet service connections shall be defined post site survey or subsequent IFB addendums, included route length, service capacity and utility-provider charges if applicable.

The Contractor shall coordinate delivery, staging, lifting, foundation work, connections, and installation with the Contract Administrator and each property representative. Work performed on military or other controlled property is subject to installation access, utility, security, and approval requirements. No work shall begin without the necessary authorizations.

Scheduled Site Assessment Date:

Fort Shafter: Wednesday, December 3, 2026 at 1:00pm

Hale Koa: Wednesday, December 3, 2026 at 2:30pm

Leilehua Golf Course: Friday, December 4, 2026 at 10:00am

Contact the Contract Administrator Justin Hiraoka (justin.hiraoka@hawaii.gov) for confirmation of location and time.

2.3 Container and Emergency Office Requirements and Specifications.

Provide (3) weather-resistant 20ft containers suitable for installation of roof mounted drone stations and emergency office use as depicted in Exhibits A through C. The Container must have finished interior surfaces suitable for office space, (1) personnel access door, (2) windows located on the sides of the container and an interior layout permitting access to the electrical panel, IDF cabinet, access-control enclosure, and other serviceable equipment.

The container interior walls and ceiling shall remain exposed, without insulation, paneling, or other coverings. The walls and ceilings shall be free of rust, loose coatings, dirt, grease, and other contaminants. The paint finish shall be uniform, washable, and resistant to peeling, cracking, and routine cleaning. The interior wall and ceiling shall be painted a matte white color.

The container interior flooring shall be a commercial-grade resilient sheet vinyl flooring suitable for frequent foot traffic, office furniture, and storage of large heavy items. Flooring shall be durable, slip-resistant, non-absorbent, and resistant to abrasion, stains, and routine cleaning products.

The personnel access door shall be 36” W × 80” H reinforced steel exterior personnel door with internal stiffeners, a steel frame securely anchored to reinforced container framing and heavy-duty hinges. Provide weatherstripping, a weather-resistant threshold, and a corrosion-resistant finish. The door locking system/ mechanism is further defined in section 2.9.

Provide (2) ventilation openings on the side of the containers sufficient for the space with weather protection and insect screening to allow airflow when the air conditioner is not operating. Provide (1) window-type air-conditioning unit with a minimum BTU rating of 12,000 BTU/hr mounted on the rear wall, with supports, weather seals, drainage, and a dedicated outlet as required by its manufacturer.

Window dimensions shall be 48” W x 36” H, have insect screens, laminated glazing intended to reduce shattering, and privacy tint. Window openings and the air-conditioning opening shall be framed, reinforced, and sealed to maintain structural integrity and prevent water intrusion. Privacy tint shall not substitute for required safety glazing.

Provide interior ceiling lighting suitable for illuminating the office space and (10) 120v duplex receptacle locations per container: (4) on each long side and (2) on the rear wall. Provide additional dedicated outlets or wired connections required for the air conditioner, IDF equipment, access control, and docking stations. Provide weather-resistant exterior lighting mounted above the personnel door and at the rear of each container.

Install a large, visible State of Hawaii Department of Law Enforcement logo on the front, rear, and personnel door of each container. DLE shall furnish approved artwork, logo dimensions, container paint color, and coating or decal requirements before issuance.



Exhibit A. Conceptual illustration of outfitted container with installed drone stations.



Exhibit B. Conceptual illustration of outfitted container with personnel access door and access ladder.



Exhibit C. Conceptual illustration of the interior rear wall with IDF

2.4 Foundations Leveling Drainage and Structural Design

Provide concrete blocks or engineered footings and anchorage suitable for the approved ground conditions, estimated overall weight and the complete container installation. Level and elevate each

container sufficiently to permit drainage beneath it and prevent standing water from contacting the floor structure. Loose, unrestrained stacking of blocks is not an acceptable permanent foundation.

Ensure structural framing of the container roof is suitable to support the drone platform dock loads, rails and mesh, ladder, equipment supports, and applicable site wind and other required loads per the conceptual illustrations in Exhibits A, B and C.

2.5 Rooftop Docking Station Platforms and Mounting

Fabricate and install three (3) metal docking-station platforms on each container, arranged side-by-side in one straight row parallel to the container's long axis, with consistent dock orientation. Each metal drone docking station platform must be constructed of a weather resistant steel and welded to the container roof in the appropriate configuration. The drone platforms will not be affixed via hardware penetration through the container roof. The drone dock stations will be secured via mechanical fasteners per the Skydio X10 Drone Station Site Readiness manual. The steel platform must meet specifications of the supplied manual's rooftop standing-platform guidance, and a nominal 3-inch clear offset beneath the mounting surface for access to mounting bolts and flexible utility connections. The 3-inch access offset does not replace the required structural frame depth. Final platform dimensions shall accommodate the complete dock footprint, bolt pattern, roof movement, and approved structural design. See Exhibit D for drone dock station mounting pattern.

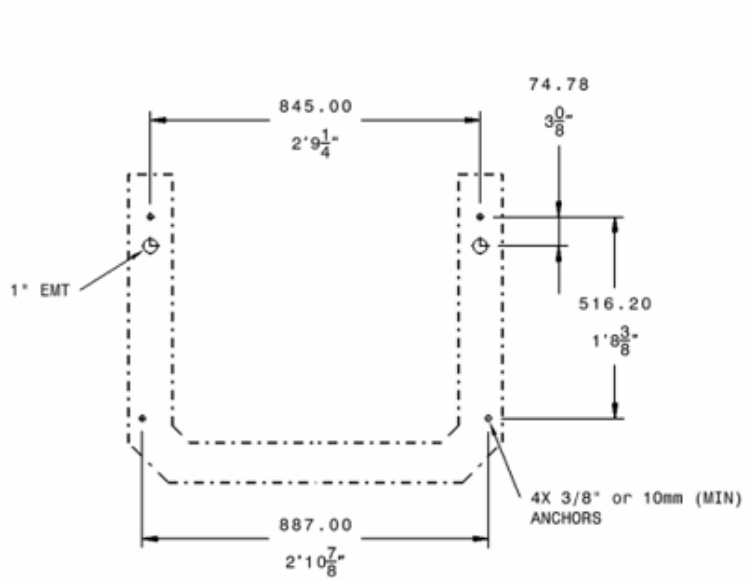

Exhibit D. Skydio X10 Drone Dock Station mounting pattern

Contractor must design framing, reinforcement, connections, bracing, foundations, and anchorage for the complete installation, including extended equipment loads, maintenance loads, wind uplift, overturning, torsion, and deflection.

Install corrosion-resistant mounting hardware compatible with the dock and steel platform. The supplied Skydio Dock for X10 Site Readiness Manual, pages 25–26, identifies four mounting locations and high-strength Grade 8 steel hex-head screws for structures other than concrete.

Exhibit E. depicts the approved Skydio X10 Drone Station layout on the container roof with the measured stand off distances from the containers edge.

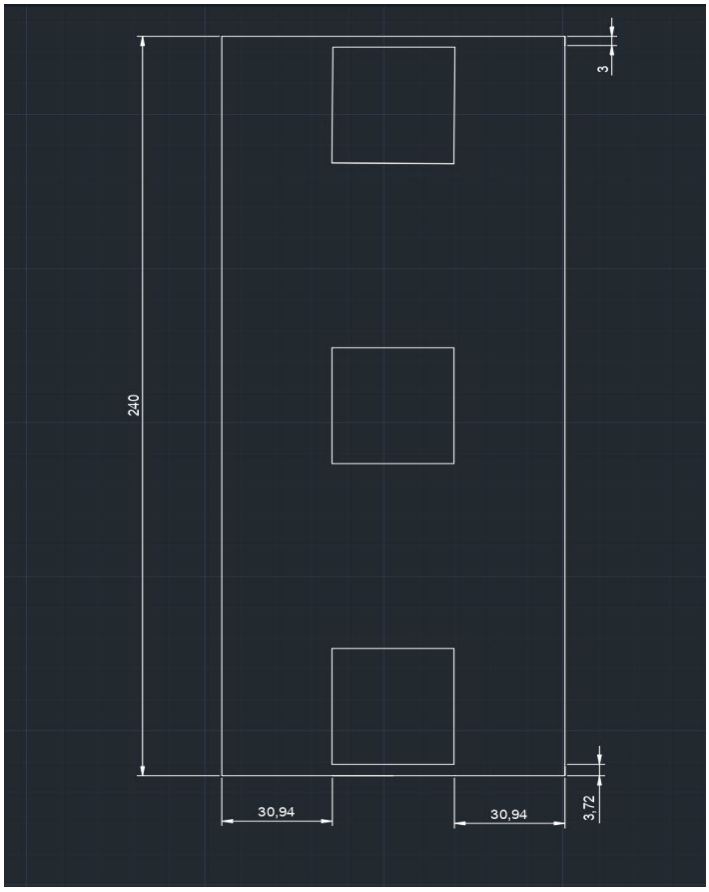

Exhibit E. Skydio approved drone platform layout (measurements are in inches).

Provide one electrical conduit and one separate network conduit to each docking station, with rated flexible connections and accessible fastening hardware. Hardware securing the conduit and other connections to the drone platforms may not penetrate the roof of the container. Anchor points may be welded or secured to the side of the container. Maintain each landing surface within ±3 degrees of level and verify after final anchorage.

2.6 Roof Access, Guardrails and Security Mesh

Provide a permanently secured ladder at the rear of each container. The ladder shall include a lockable anti-climb enclosure or gate that prevents unauthorized access to the roof to include a suitable weather resistant lock. Provide safe transitions between the ladder and rooftop service area, including a protected access opening. See Exhibit F.

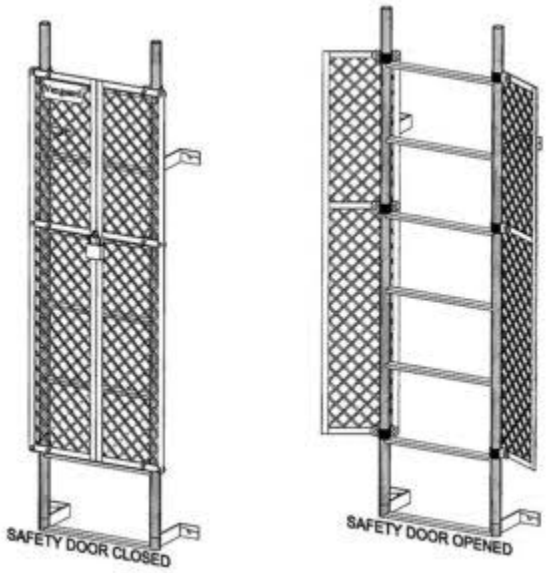

Exhibit F. Controlled Ladder Access Point with anti-climb enclosure.

Provide a 42-inch-high perimeter guardrail around the roof, except at the protected ladder opening. Attach guardrail supports at the outside horizontal portion of the top frame to maximize usable roof space, without penetrating the roof skin. Provide diamond-pattern metal security mesh welded to the outside of the rails, consistent with the reference image in Exhibit G.



Exhibit G. Diamond mesh pattern

The guardrail, ladder, mesh, opening protection, walking surfaces, and any required fall-protection provisions shall comply with applicable safety requirements. Fabricated supports for their required loads. Remove sharp edges and protrusions; provide corrosion protection to all areas exposed to weather elements.

Where the equipment support frame extends beyond the container, provide protected maintenance access to all dock fasteners and connections. Do not reduce dock separation or omit required access protection to fit the container roof. Submit the coordinated layout for DLE and Skydio acceptance before

fabrication.

2.7 Electrical Service Distribution and Dock Power

Provide a complete, energized electrical connection from the designated building or utility connection point to each container. Include service coordination, raceways, conductors, grounding and bonding, overcurrent protection, disconnects, terminations, inspections, and testing within the defined site scope.

Install the electrical distribution panel inside each container on the rear wall. Route docking-station wiring along the side of the container in conduit to sealed horizontal rear-wall penetrations. Vertical roof penetrations are prohibited. All exterior raceways, fittings, supports, flexible connections, and penetrations shall be suitable for their exposure and sealed against water intrusion.

Provide 208-volt AC supply to each dock, within the manual's 200–240 V input range. Provide one dedicated 20-ampere circuit per dock and an accessible manual disconnect. Follow the manual's page 16 hardwire requirements: minimum 12 AWG conductors for the 200–240 V configuration, rigid raceway to the flexible dock connection, compatible dock entry, and approximately 4 feet of additional conductor beyond the dock knockout for final termination. Increase conductor size where required by distance, voltage drop, load, or applicable requirements. Confirm the available utility service during assessment; include the approved distribution equipment needed to supply the specified dock circuits.

Provide circuits appropriate to their loads for the lighting, receptacle, cooling, IDF, security, and docking-station. Maintain required separation between power and communications wiring. Identify circuits, disconnects, conductors, and panels. Provide surge protection and protective devices where required by the approved design and equipment instructions.

2.8 Emergency Generator Requirements

The Contractor shall furnish and provide (3) new, unused Honda EU3200i gasoline-powered inverter generator for emergency operation of the modified 20-foot containers during interruption or unavailability of utility electrical service.

The generator shall provide a minimum continuous power output of 2,600 watts and maximum output of 3,200 watts, subject to verification through a comprehensive electrical load assessment.

The emergency generator power system shall be capable to simultaneously support at most one (1) Skydio X10 Drone Docking Station, (1) workstation, essential communications, security and networking equipment necessary to maintain limited drone operations.

The Contractor shall submit a detailed electrical load calculation identifying continuous operating demand, maximum equipment demand, peak power requirements, voltage, amperage, circuit requirements, and verification that the proposed generator has sufficient capacity to support the designated emergency equipment.

The Contractor shall verify compatibility between the Honda EU3200i's 120V single-phase electrical output and the container's electrical distribution system. Where required, the Contractor shall provide dedicated emergency electrical circuits, an appropriately configured emergency subpanel, or other approved electrical modifications necessary to safely distribute generator power to the designated equipment.

The generator shall be connected through an appropriately rated transfer switch or approved electrical

isolation system to prevent backfeeding into the utility electrical system. The Contractor shall furnish all necessary generator power inlets, connection cables, electrical conductors, circuit protection, grounding, bonding, and associated components required for a complete and operational emergency power system.

The proposed design shall include provisions for temporary generator placement outside the container when in use, weather protection, security and safe connection to the container's electrical distribution system.

The Contractor shall conduct operational testing to verify generator operation, electrical transfer, voltage compatibility, and simultaneous operation of the designated emergency equipment. Testing shall be coordinated with the Contract Administrator.

The Contractor shall provide all equipment specifications, electrical load calculations, connection diagrams, manufacturer warranties, operating instructions, and supporting documentation for review and approval by the Contract Administrator prior to installation.

2.9 Internet Service IDF and Communications Cabling

Establish provisions for the physical internet connection from the DLE-designated provider internet service point to each container. Route and terminate communications cabling at a rear-wall IDF cabinet or rack. Include raceways, cabling, mounting, patching, labeling, testing, and installation coordination with DLE’s designated service provider.

Route network cabling in dedicated communications raceways separate from electrical power. Communications cabling for docks, cameras, and other compatible network devices may share raceways where permitted by applicable requirements and equipment instructions. Provide one sealed rear-wall network entry and one separate sealed electrical entry in the approved design.

Dock network cabling shall follow the attached manual’s pages 17–18: shielded CAT6 or manufacturer-accepted CAT6A, solid-copper conductors, exposure-appropriate outdoor/UV-rated jackets, compatible shielded connectors, and dock-side strain relief. Keep copper runs within the manufacturer’s 100-meter limit; propose an approved fiber or intermediate network arrangement where utility routing would exceed that limit. Keep low-voltage data on the left and AC power on the right when viewed from the drone perspective, as specified by the manual.

Provide two (2) Ethernet cable runs and necessary mounting brackets with hardware for Agency-furnished Meraki nv93 Cameras and access point in each container, with an appropriate support and mounting arrangement that does not penetrate the roof skin. Mount and connect the access point; coordinate network configuration with the Agency’s Contract Administrator.

Provide and install a side-mounted Starlink support mount like the depicted mount in Exhibit H. The Starlink mount will be affixed above the air-conditioning unit on each container, with conduit, and communications cabling back to the IDF. Maintain service access to the air conditioner and comply with the required antenna field of view.



Exhibit H. Starlink Antenna Mount

2.10 Electronic Door Access Control

Provide electronic access control equipment for each personnel door using components compatible with DLE's existing Genea cloud door-management system installed by CSSI Solutions. Include a Trove enclosure with a compatible Mercury door controller on the rear interior wall, an ATS electric strike, an HID Signo 20K reader with terminal-block connection outside the door, and a surface-mounted SPST door-position contact.

Provide the planning-specified minimum wiring: 18 AWG, two-conductor cable to the electric strike; 22 AWG, six-conductor cable from the reader to the Mercury controller; and 22 AWG, two-conductor cable from the door-position contact to the controller. Increase conductor size or use manufacturer-required cabling where necessary for run length, voltage drop, protocol, or equipment listing. Install protected raceways, power supplies, door hardware, and network connections needed for a functional system.

Coordinate with the Contract Administrator to consult with CSSI Solutions representatives to ensure the installed access control equipment is compatible and configurable with DLEs existing security systems.

Conduct functional testing of authorized entry, denied entry, door status, loss of power, and required emergency egress with the Contract Administrator.

2.11 Camera Mounts Cabling and Equipment Responsibilities

The Agency shall furnish (2) Meraki nv93 cameras and (1) Meraki Access point per container. The Contractor shall provide and install compatible mounts with hardware, protected conduit, and Ethernet cabling from each camera location to the rear IDF. Position one camera at the personnel-door corner and the other at the diagonally opposite rear corner. Mount and connect the Agency-furnished cameras and coordinate testing with the Contract Administrator. The Contract Administrator will confirm the exact model of Meraki equipment and furnish the equipment before final mounting-hardware approval. The Contract Administrator will facilitate the coordination between the Contractor, CSSI Solutions

representatives and DLE's internet service provider. DLE and its designated technicians will perform cloud-account administration and dock commissioning to verify functionality.

DLE-furnished equipment shall be delivered at coordinated times. The Contractor shall protect equipment while in its custody and report shortages or damage immediately. No substitution of security or network components shall be made without written approval and demonstration of compatibility.

2.12 Site Specific Antenna Supports

Fort Shafter: Provide and install a freestanding 20' pole with a minimum standoff distance of 17' from the container that is compatible with the Skydio X10 Drone Dock Station. If other antenna's will be mounted to the pole, keep a vertical separation distance of 36".

Hale Koa: Provide and install a compatible Skydio X10 Drone Dock Station antenna mounting bracket at the designated Hale Koa parking garage location to be affixed on an exterior wall of the parking garage.

Installation must include cabling, attachment hardware and weatherproofing suitable for the garage substrate and furnished antenna.

2.13 Drawing Submittals, Permits and Site Coordination

Contractor shall provide drawings of the container, product data, platform and foundation details, utility route drawings, electrical load information, IDF layout, device mounting details, installation sequence, and a schedule identifying any applicable permitting and equipment/ supply lead times. Approval shall not authorize a material change to the awarded scope.

Contractor must complete and provide all required forms/ requests, technical drawings and utility service connections plans/ drawings to the designated military representatives for approval prior to installation.

Contractor must coordinate with the Contract Administrator and the U.S Army installation representative to gain access to the restricted areas to perform work. Contractor must ensure to acquire any applicable permitting for required work, including applicable transportation, building, electrical, excavation, utility, hoisting, transportation, road-access, and property-owner or installation access approvals. The Contract Administrator shall provide any relevant military installation work agreement documentation and notify of any changes to the site information.

The Contract Administrator will establish a pre-bid site-visit opportunity for both locations and issue answers via addenda available to all bidders. Contractor must report discrepancies and request clarification before bidding; oral direction does not amend this IFB.

2.14 Delivery Dock Placement and Installation Safety

Provide transportation, rigging, crane or other lifting equipment, traffic control, staging, and other required equipment and materials required to place the completed containers and Agency-furnished drone docking stations safely. Verify access clearances, ground-bearing conditions, overhead hazards, utility locations, lifting loads, and restrictions before mobilization.

Coordinate the lifting and mounting of three docking stations per container with the Contract Administrator and designated Skydio technician. The Contractor shall perform placement of the drone platform and connectivity of electrical and network cabling; the designated Skydio technician shall

perform manufacturer-specific dock setup to include specific wired connections, software configuration, and commissioning unless otherwise stated by addendum.

Protect existing property, utilities, finishes, equipment, and the public. Maintain safe work zones and required fall protection. Immediately report damage and correct Contractor-caused damage at no additional cost. Work only during approved dates and hours and comply with site security requirements.

2.15 Inspection Testing Acceptance and Closeout

Final acceptance requires completion and inspection of both sites and correction of all deficiencies. Contractor must demonstrate level and secure placement of the container, foundation and anchorage compliance, drone platform mounting, container configured equipment and fabrications, lighting, receptacles, power connectivity, cabling, access control, and installed device connections.

Provide electrical inspection approvals and test records, network cable test results and labeling and access-control test records. DLE may reject nonconforming materials, workmanship, or installations.

Deliver as-built drawings, panel schedules, cable identification and route records, product manuals, warranties, permit closeout documentation, equipment lists, keys, and administrator information through a DLE-approved secure method. Provide an orientation covering safe access, disconnects, routine maintenance, and installed systems.

Remove all debris, unused material, shipping pallets, cardboard, and miscellaneous packaging, including debris remaining after Skydio installation. Restore disturbed site areas and leave both locations clean and ready for use. Final payment is subject to satisfactory completion, written acceptance, and required closeout and compliance documentation.

2.16 Warranty and Contractor Responsibility

Provide a one-year warranty on Contractor-furnished materials and workmanship beginning on written final acceptance. Pass through manufacturer warranties and identify their terms. Correct defective or nonconforming work, including weatherproofing, coatings, mounting, utility connections, and installed systems, at no additional cost. The warranty does not transfer responsibility for defects inherent in Agency-furnished equipment, but the Contractor remains responsible for damage or installation defects caused by its work.

The Contractor remains responsible for subcontractor work, coordination, safety, property protection, permits within its scope, and completion of the installation. Any extension, change in work, or additional compensation requires written authorization under the contract before the changed work is performed.

SECTION 3: DELIVERY REQUIREMENTS

3.0 DELIVERY REQUIREMENTS

3.1 Delivery Date.

The fabrication and delivery of the container and completion of specified work must be completed

no later than the suspense date of **January 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 **January 15, 2026.**

3.3 Transportation and Delivery.

The Contractor shall coordinate necessary access to the site to ensure appropriate preparations, transportation, permitting, supplies and equipment required to deliver the fabricated containers per Section 2 of this IFB.

The Contract Administrator will coordinate with the freight forwarders to coordinate delivery of the (7) drone stations on site on the date of the delivery and installation of the containers. 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.

1. **Fort Shafter: General coordinates: 21°20'19.0"N 157°52'59.6"W**
2. **Hale Koa parking lot: 358 Maluhia Rd, Honolulu, HI 96815**
   (General Coordinates: 21°17'02.4"N 157°50'03.2"W)
3. **Leilehua Golf Course: 199 Leilehua Rd, Wahiawa, HI 96786**
   (General Coordinates: 21°28'55.8"N 158°01'08.8"W)

SECTION 4: PRICING SCHEDULE

4.0 PRICING SCHEDULE

The Bidder must enter a per Line Item price on their bid per the HIePro 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 on or about December 14, 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 being the registration process immediately.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that

are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

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

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

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

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

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. 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 (HIePRO) website. All required documents must be uploaded to be considered a qualified, responsive and responsible offeror.

FAXED DOCUMENTS

Faxed documents shall not be accepted.

TAX EQUALIZATION PROVISION

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

DISQUALIFICATION OF OFFERORS

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

AWARD OF CONTRACT

Method of Award. Award(s), if any, will be made on a total net bid or individual bid basis by Item, to the qualified, responsive and responsible Offeror(s) submitting the lowest individual bid or Total Net Bid Price. Offeror(s) shall make an offer on all or individual items to qualify for award consideration..

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

REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder.

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

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

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

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

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

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO.

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

DOTAX Website (Forms & Information): http://tax.hawaii.gov/forms/a1_1alphalist/
DOTAX Forms by Fax/Mail: (808) 587-4242
1-800-222-3229
IRS Website: https://www.irs.gov/individuals/tax-compliance-report#get

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

DOTAX: (808) 587-1488

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

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

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR "*FORM LIR#27*

APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR", which is available at http://labor.hawaii.gov/ui/ui-forms/ or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO.

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

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *"CERTIFICATE OF GOOD STANDING"* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

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

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

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

Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for payments of the contract.

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

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

OFFER ACCEPTANCE

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

CONTRACT EXECUTION

Successful Offeror will receive a formal contract. No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date stated on the Notice to Proceed.

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

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

LIABILITY INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

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

COMPLAINT OR PROTEST

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

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

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

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Law Enforcement, 715 S. King St, Room 500, Honolulu, Hawaii 96813.

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