



# STATE PROCUREMENT OFFICE

RELEASE DATE: January 22, 2019

## REQUEST FOR QUOTES No. RFQ-19-009-O FOR WEBINAR SERVICES

WILL BE RECEIVED UP TO 2:30 P.M. HST ON  
JANUARY 29, 2019

OR AS RECEIVED THROUGH ADDENDUMS/AMENDMENTS IF APPLICABLE, THROUGH THE HAWAII EPROCUREMENT (HIePRO) SYSTEM. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MATTHEW CHOW, TELEPHONE (808) 586-0577 OR E-MAIL AT: MATTHEW.M.CHOW@HAWAII.GOV.

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Bonnie Kahakui  
Procurement Officer

## **SPECIFICATIONS**

### **1.0 Introduction and Background**

The State of Hawaii, State Procurement Office (SPO) requires webinar service that will allow the SPO staff to conduct meetings, workshops and training sessions. The webinar service is necessary so telecommunication capabilities for real time audio and visual can occur with staff, agencies, departments and vendors located in and out of the State of Hawaii. In addition, the SPO requires registration and its features to help save time and resources. This allows the SPO to collect valuable information from attendees but also help manage and prepare emails and materials.

### **2.0 Requirements**

The following items listed below describes the services required by the SPO. Offeror shall submit their offer through HlePRO.

Section 2.1 lists the following minimum specifications. The offeror's product must meet or exceed the stated specification for hardware, software, maintenance, training, and services requested. Offeror not meeting the minimum specifications shall be rejected.

#### **2.1 Services**

##### **2.1.1 Requirements for Webinars:**

Three (3) organizers shall have full capability of scheduling and presenting webinars simultaneously. All three (3) of the organizers requires webinars allowing at least a minimum of 100 attendees each.

Webinars must include the following:

- 2.1.1.1 Integrated Audio Conferencing (via telephone and VOIP)
- 2.1.1.2 Customizable invitation emails and online registration forms
- 2.1.1.3 Automated and customizable confirmation, reminder, and follow-up emails
- 2.1.1.4 Detailed reports (registration, attendance to include time-in and time-out, survey, performance, question & answer) in Excel format
- 2.1.1.5 Questions and answers pane with ability to monitor and respond to the questions & answers
- 2.1.1.6 Dashboard to monitor attendee participation
- 2.1.1.7 Attendees shall have ability to raise hands
- 2.1.1.8 Ability to have multiple presenters and change presenters during a webinar
- 2.1.1.9 Ability to have panelists who may speak concurrently (unmuted at the same time)

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- 2.1.1.10 Ability to conduct customizable polls and surveys
- 2.1.1.11 Ability to confer with organizers via audio before webinar
- 2.1.1.12 Practice Sessions (ability to rehearse presentation)
- 2.1.1.13 Instant messaging for staff (organizers, presenters, panelists)
- 2.1.1.14 Ability stream videos and access Internet during webinar
- 2.1.1.15 Tech support shall be available including manuals and guides (24/7) and telephone contact during normal working hours (7:45 AM to 4:30 PM HST)
- 2.1.1.16 Ability to record each webinar with a choice of at least 2 formats that may be selected such as an .mp4 file or equivalent.
- 2.1.1.17 Ability to host recordings of webinars online and track who has viewed the recording with exportable report in Excel format
- 2.1.1.18 SL-encrypted website, end-to-end 128-bit AES encryption, Automatic inactivity time-out

2.1.2 Requirements for Training Modules:

Three (3) organizers shall have full capability of scheduling and organizing training modules simultaneously. All three (3) of the organizers requires training modules allowing at least 100 attendees (may include presenters).

Training modules must include the following:

- 2.1.2.1 HD video conferencing
- 2.1.2.2 Full desktop sharing
- 2.1.2.3 Video hosting of recorded training
- 2.1.2.4 Customizable registration (self-service registration for attendees)
- 2.1.2.5 Content library
- 2.1.2.6 Toll-based phone and VoIP audio options
- 2.1.2.7 Detailed reports (registration, attendance, performance, question & answer) in Excel format

2.1.3 Other Requirements

- 2.1.3.1 Detailed reports (registration, attendance, performance, question & answer) in Excel format
- 2.1.3.2 Have a minimum of 4 years' experience providing webinar and training conferencing services.
- 2.1.3.3 Have a customer base of at least 10,000.
- 2.1.3.4 Uptime 99%. Webinar and training services shall be reliable and shall not be offline or have downtime or have interruptions of more than 1% of the time.
- 2.1.3.5 Upon request, during the evaluation, offeror shall provide a temporary account, good for 1 working day, to test the functional, realtime system at no cost to the State.

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- 2.1.3.6 Able to temporary increase the number of attendees to 1,000 per webinar upon request.
- 2.1.3.7 Upon request, offeror shall attend a practice session no later than (5) business days to participate in live simulations of a webinar event and address questions from the SPO.

## **Special Provisions**

### **1.0 Scope**

Webinar Services shall be in accordance with these Special Provisions, the attached specification, and General Provisions as included.

### **2.0 Term of Contract**

The initial term of the contract shall be for a twenty-four (24) month period starting February 1, 2019 and ending on January 31, 2021. Unless terminated, the contract may be extended without re-solicitation by the State, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than three (3) additional twelve (12) month periods. Provided that the contract price for the extended periods shall remain the same.

If the Contractor does not agree to any of the three (3) extension periods, they must notify the State in writing at least six (6) months prior to the start of that extension period, otherwise the Contractor is bound to agree to the extension period.

### **3.0 Offerors Authority to Quote**

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

### **4.0 Responsibility of Offerors**

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

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The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

4.1 Hawaii Compliance Express.

The 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.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the *Certificate of Vendor Compliance* is accepted for the execution of contract and final payment.

4.2 Timely Registration on HCE.

Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

4.3 Vendor Compliance – Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for all applicable clearances are the responsibility of the Offeror.

4.4 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the 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.

The Tax Clearance Application, Form A-6, and its completion and filing instructions are available on the DOTAX website:  
<http://tax.hawaii.gov/forms/>.

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- 4.4 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Pursuant to Section 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. A photocopy of the certificate is acceptable to the SPO.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

- 4.6 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

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

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- 4.7 Timely Registration.

The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a Offeror otherwise responsive and responsible may not receive the award.

- 4.8 Verification of Compliance.

Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO 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.

## **5.0 Electronic Procurement**

The State has established the State of Hawaii Electronic Procurement System (HlePRO) to solicit for goods and services electronically. Offerors interested in responding to this electronic solicitation must be registered on the HlePRO. Only responses received through HlePRO shall be accepted.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be issued through the HlePRO and shall be subject to a mandatory transaction fee of 0.75% (.0075) of the award or estimated award, not to exceed \$5,000 for each award. This transaction fee shall be based on the initial award amount or estimated amount, and awarded vendor shall be responsible for payment of the fee to the contractor managing the HlePRO. Refer to the PAYMENT TO HAWAII INFORMATION CONSORTIUM (HIC) provision.

## **6.0 HlePRO Special Instructions**

Offeror shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the submittal deadline.

Offerors are advised that they should not wait until the last minute to submit their offer on HlePRO. Offerors should allow themselves time to review their submitted offer, including all attachments, prior to the submittal deadline. All offers must be completed and submitted by the submittal due date and time. Offerors who are in the process of submitting their offers at the submittal due date and time will not be able to complete their offers on HlePRO and shall not be accepted.

## **7.0 Offer Preparation**

7.1 OFFER FORM OF-1 and OF-2. 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 the Offer Form. Failure to do so may delay proper execution of the contract.

The submission of the quotation on HlePRO shall indicate Offeror's intent to be bound.

7.2 PRICE QUOTATION OF-3. Unit prices shall be all inclusive and include the following pricing inclusions and conditions:

- A. Unit prices shall be firm.
- B. Include all applicable taxes, including the GET, currently 4.5% for all



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sales made on Oahu. The GET shall not exceed the current rate for Oahu;

**C.** Include all other costs, including but not limited to all fees; and

**D.** Submit prices in terms of the unit shown.

Offeror is advised that unit bid prices are all-inclusive; and that no other charges will be honored, except as specified herein.

7.3 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for transactions made on the islands of Oahu and Kauai, and at the current 4.25% rate for the island of Hawaii, and at the current 4% for transactions made on the islands of Maui, Molokai, Lanai. 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.

7.4 HAWAII GENERAL EXCISE TAX LICENSE. Offeror shall submit its current Hawaii GET I.D. number in the space provided on Offer Form, page 1, thereby attesting that the Offeror is doing business in the State and that he will pay such taxes on all sales made to the State.

7.5 Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached *Tax Equalization Certificate*, is liable for the applicable GET and the applicable Use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the *Tax Equalization Certificate*, drop ships the goods required herein and subcontracts, subject to the State's approval, the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish names(s) of the subcontractor(s), if any, may result in delay of award or rejection of the offer.

7.6 Tax-Exempt Vendors. If an Offeror is a person exempt by the HRS from paying the GET and Use tax and therefore not liable for the taxes under this solicitation,

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Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**8.0 Submission of Offer**

Offers shall be submitted electronically through the HlePRO. Offers received outside of the HlePRO shall not be considered for award.

**9.0 Award**

Award, if made, shall be to the responsive, responsible Offeror offering the lowest quote for line item number 1 on OF-3. The State reserves the right to exercise the option to temporarily increase the number of attendees at the quoted price(s). Prices quoted shall remain the same for the contract period and any of the extension periods.

**10.0 Contract Execution**

Successful Offeror will receive a Notice of Award with a Purchase Order or pCard. This method of award does not waive compliance with Specifications, Special Provisions, General Provisions, AG General Conditions, or instructions of the RFQ.

**11.0 Invoicing and Payment**

The **State's purchasing card (pCard)** shall be used for all orders totaling less than \$2,500. This requirement is for all agencies of the Executive branch departments with the exception of the University of Hawaii, the Department of Education, the Hawaii Health Systems Corporation, and the Office of Hawaiian Affairs. Agencies may continue to issue purchase orders for their transactions with 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.

**12.0 Payment to Hawaii Information Consortium (HIC)**

The State of Hawaii Electronic Procurement System (HlePRO) is administered by Hawaii Information Consortium, LLC (the "HlePRO Contractor"). The HlePRO Contractor shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. The HlePRO Contractor is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

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**13.0 Procurement Officer**

The Procurement Officer for this solicitation is Bonnie Kahakui.

**14.0 Point of Contact and Billing**

14.1 Point of Contact

Name: Matthew Chow, State Procurement Office  
Phone: (808) 586-0577  
Email: [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov)

14.2 Billing Address

State Procurement Office  
1151 Punchbowl St., Rm 230A  
Honolulu, HI 96813

## GENERAL PROVISIONS

### 1.0 Definition of Terms

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

**A. Change Order:** Change order means a written order signed by the procurement officer, directing the CONTRACTOR to make changes, which the changes clause of the contract authorizes the procurement officer to order without the consent of the CONTRACTOR.

**B. Contract:** The combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, any general terms and conditions; general provisions; the offer; and any amendments to the solicitation or to the contract or purchase order; and any terms implied by law.

**C. Contract Modification:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

**D. CONTRACTOR:** An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.

**E. Day:** Calendar days unless otherwise specified.

**F. GET:** General Excise Tax.

**G. HAR:** Hawaii Administrative Rules

**H. Head of the Purchasing Agency:** The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

**I. HRS:** Hawaii Revised Statutes

**J. Offer:** A bid, quotation or proposal in response to a solicitation.

**K. Offeror:** Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a

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solicitation.

**L. Offer Form:** The form or format, prescribed by the purchasing agency, which an offeror uses to submit his offer.

**M. Procurement Officer:** The person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

**N. Purchasing Agency:** Any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

**O. Quotation or Quote:** The response by an offeror to a request for quotation.

**P. Request for Quotation:** a request for quotes on goods, services or construction in accordance with the small purchase methods of procurement pursuant to HRS 103D-305.

**Q. RFQ or eRFQ:** Request for quotation. Used for the Small Purchase method of procurement pursuant to HRS 103D-305.

**R. RFX or eRFX:** In HlePRO, a request for quotation, invitation for bid or request for proposal.

**S. Solicitation:** An invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for proposals ("RFP"), used in the competitive sealed proposal process, or a small purchase request for quotation (RFQ) as used in the small purchase process for the purpose of obtaining offers to perform a STATE contract.

**T. SPO:** State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813; P.O. Box 119, Honolulu, Hawaii 96810-0119.

**U. Specifications:** A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

## 2.0 COMPETENCY OF OFFEROR

Prospective offeror must be capable of performing the work for which offers are

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being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive. The purchasing agency reserves the right to visit an offeror's place of business to inspect his facilities and equipment and to observe his methods of operation in order to facilitate evaluation of performance capabilities.

**3.0 ADDENDUM**

Any supplemental instructions will be in the form of written addenda to the solicitation, which will be issued on HlePRO prior to the response submittal deadline. Any addenda so issued have assumed to have been received by offerors and such addenda shall become a part of the contract documents.

**4.0 PREPARATION OF REQUEST FOR QUOTATION**

Proposals submitted in response to this request for quotation shall be submitted through HlePRO in the format prescribed by the solicitation.

For each item, the offeror shall specify the unit price and, when applicable, total price in figures in the columns provided for that purpose and, if required, the total sum of all items being offered. Where the request for quotation involves the furnishing and delivery of goods, the price shall include the cost of delivery to the specified destination, at which point acceptance of said goods will be made by authorized personnel. Should special requirements involving additional costs to the vendor be necessary, the requirements will be stated in the Special Provisions and offers for the costs shall therefore be governed by the Special Provisions.

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 offers for that line item shall be rejected. Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price

offer shall cause automatic rejection of the offer.

#### 5.0 **OFFER GUARANTY**

Unless required by the special provisions, a bid or proposal security deposit, performance and payment bonds, or any other guaranty is not required on any offer for goods or services.

#### 6.0 **MODIFICATION OR WITHDRAWAL OF OFFERS PRIOR TO SUBMITTAL DEADLINE**

Offers may be modified or withdrawn prior to the deadline for submittal of offers by modifying or deleting the response in HlePRO, as applicable.

#### 7.0 **MISTAKES IN QUOTATIONS**

An offeror may correct a mistake in a quotation discovered before the submittal due date and time by deleting or correcting the quotation in HlePRO.

Correction or withdrawal of a quotation after the submittal deadline because of an inadvertent, nonjudgmental mistake in the quotation requires careful consideration to protect the integrity of the competitive system, and to assure fairness. If the mistake is attributable to an error in judgment, the quotation may not be corrected. Quote correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the governmental agency or the fair treatment of other offerors. When, after the submittal deadline but before award, the procurement officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors in the quotation or a quotation unreasonably lower than the other offers is submitted, such officer should request the offeror to confirm the quote. If the offeror alleges mistake, the quotation may be corrected or withdrawn by the offeror if the mistake is a minor informality which is a matter of form rather than substance evident from the quotation or attachments, or an insignificant mistake that can be waived by the procurement officer or corrected by the offeror without prejudice to other offerors depending on which is in the best interest of the State agency soliciting the offeror, that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

If the mistake and the intended correct quote are clearly evident, the quote shall be corrected to the intended correct quote and may not be withdrawn.

An offeror may be permitted to withdraw a low quotation if a mistake is clearly evident but the intended correct quotation is not similarly evident; or the

offeror submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

## 8.0 STANDARDS OF CONDUCT

Section 84-15, HRS, provides as follows:

A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:

- The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
- The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
- The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.

A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

All offerors should be certain that their quotations are not in violation of this law. The submittal form states that by submitting this offer, offeror certifies that his offer does not pose a conflict with section 84-15, HRS. Awards shall be void if there is a violation of section 84-15, HRS.

## 9.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

## 10.0 CONFIDENTIALITY OF MATERIAL

The offeror shall designate in writing to the Procurement Officer those portions of its un-priced offer or any subsequent submittal that are trade secrets or other



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proprietary data that the offeror desires to remain confidential. The offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the upon award regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

#### 11.0 **LOW-TIE QUOTATIONS**

At the discretion of the procurement officer, award shall be made in any permissible manner that will resolve tie quotations including but not limited to:

Award the contract to a business providing goods produced or manufactured in this STATE or to a business that otherwise maintains a place of business in this STATE;

- Where identical low quotations include the cost of delivery, award the contract to the tie offeror farthest from the point of delivery; or
- Award the contract to the identical offeror, who received the previous award and continue to award succeeding contracts to the same offeror so long as all low quotations are identical.

If not otherwise specified in the Special Provisions, or no permissible method will be effective in resolving tie quotations and a written determination by the procurement officer is made so stating, award may be made by drawing lots.

#### 12.0 **ACCEPTANCE OF OFFER**

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the

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sixty-day period. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified through HlePRO that the offer has been accepted and that the vendor is being awarded the contract.

If the offer is rejected or if the offeror awarded fails to enter into the contract and the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such offeror to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.

The head of a purchasing agency further reserves the right to cancel the award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

**13.0 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.