

## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	The contracting officer for the Hawaii State Public Library System
HSPLS	=	Hawaii State Public Library System
SPO	=	State Procurement Office of the State of Hawaii
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.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
GET	=	General Excise Tax

### **1. SCOPE**

The furnishing, delivering and installation of 105 Air Purifier to various libraries statewide shall be in accordance with the Specifications, Special Provisions of HSPLS IFB No.21-01 and the State's General Conditions.

### **2. AUTHORITY**

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

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

### **3. PROCUREMENT OFFICER**

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance.

The Procurement Officer for the Contract is:

Vicki A. Kitajima  
Administrative Services Officer  
44 Merchant Street  
Honolulu, Hawaii 96813  
Telephone: (808) 586-3700

#### 4. RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, the vendor/contractor/service provider 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, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The HSPLS will verify compliance on Hawaii Compliance Express (HCE) for awards \$ 2,500 or greater.

The HCE is an electronic system that allows vendors, contractors and services 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 and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at <http://vendors.ehawaii.gov>. The annual registration fee is \$12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call: Hawaii Information Consortium, LLC  
Phone no. 695-4620 or  
Email: [info@ehawaii.gov](mailto:info@ehawaii.gov).

The "Certificate of Vendor Compliance" is accepted for both contracting and final payment.

**It is recommended that Offerors register with Hawaii Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Offerors should be aware that it takes thirty (30) working days to establish a compliance status.**

#### 5. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## 6. INQUIRIES

Questions (inquiries) regarding this solicitation shall be in writing and are due on or before June 15, 2021, 2:00pm. All questions (inquiries) shall be made using the HlePRO Question and Answer Section. Only those written inquiries received by the deadline shall be responded to. An Addendum shall be issued to provide offerors with a list of inquiries and responses. The HSPLS's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum. Answers (responses) to inquiries shall be made by way of HlePRO, Question and Answer Section, on or before June 18, 2021, 4:00pm.

## 7. BID PREPARATION

- a. **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.
- b. **Bid Quotation.** Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide goods specified herein.
- c. **Shipping, Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. 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.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder'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.
- e. **Confidential Information.** Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

## 8. SUBMISSION OF OFFERS

Offers shall be received electronically through the Hawaii State eProcurement called HlePRO. **Offers received outside of the HlePRO shall be rejected and not be considered for award.** To register for HlePRO, please go to <http://hiepro.hawaii.gov>. If you need assistance in registering please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

Offeror's electronic response to this solicitation shall be deemed an offer to sell the specified goods to the HSPLS at the price(s) shown in the response and under the terms and conditions of this solicitation.

Offerors must complete and submit (return) the following:  
Offer Forms (OF-1 to OF-6)

These document(s) must be submitted electronically, **as an attachment**, through the HlePRO. **Offerors are responsible to ensure all forms requested are attached when submitting an offer.**

If you need assistance in submitting these pages through the HlePRO, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

#### **9. AWARD OF CONTRACT**

Award shall be given to the lowest responsive, responsible Offeror with the lowest Total Sum Bid Price.

#### **10. ACCEPTANCE OF OFFER**

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the bid due date, and the prices quoted by the Offeror shall remain firm for the sixty day period or a longer period as may be allowed upon mutual agreement of the parties.

#### **11. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, 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 a legislative body.

#### **12. CONTRACT EXECUTION**

The HSPLS shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

#### **13. NOTICE TO PROCEED**

Delivery will be 90 days from the date on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The HSPLS is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

#### **14. INVOICING**

The Contractor must submit an original copy of the invoice to:

Hawaii State Public Library System  
Administrative Services Branch  
44 Merchant St.  
Honolulu, HI 96813

#### **15. PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the HSPLS will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HSPLS will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

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

#### **16. PROTEST**

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Contract Administrator (CA), Vicki A. Kitajima, 44 Merchant Street, Honolulu, Hawaii, 96813.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award.

Award(s), if any, resulting from this solicitation shall be posted to the State procurement Office (SPO) website: <http://www.hawaii.gov/spo>.

#### **17. CANCELLATION OF IFB AND PROPOSAL REJECTION**

The HSPLS reserves the right to cancel this IFB and to reject any and all proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the HSPLS, pursuant to HAR §3-122 -96 through HAR §3-122-97.