

ADDITIONAL INFORMATION:

1. Award will be by individual line item, unless otherwise noted.
2. ALL QUOTATIONS MUST BE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, AND INCLUSIVE OF ALL APPLICABLE TAXES, INCLUDING HAWAII GENERAL EXCISE TAX AND USE TAXES. The County of Hawai'i is exempt from federal taxes and the City and County of Honolulu, 0.5% General Excise Tax Surcharge.
3. **INSURANCE:** The contractor shall carry general liability insurance with limits of at least \$300,000.00 aggregate and \$50,000.00 property damage (or \$300,000.00 CSL or Combined Single Limit). The County shall be named as additional insured on all such policies and a certificate of insurance naming the County shall be furnished prior to award. In the event contractor fails to furnish a proper certification within ten (10) days of notification of intent to award, the County may consider offer void and award to next responsible vendor. Any vendor who employs others must also provide a certificate stating that they have the legally required workers' compensation insurance. Contractor shall not reduce coverage, terminate, or otherwise alter the insurance without 60 days prior written notice to and written approval of the County. Upon request, contractor shall send a copy of the insurance policy after receiving same from insurance company.

Certificate Holder: County of Hawai'i
25 Aupuni Street
Hilo, Hawai'i 96720

PLEASE COMPLETE:

1. PRICE(S) shall remain firm for _____ days.
2. Completion within _____ days after date of purchase order.
3. If applicable, a purchase order will be faxed or emailed to the winning vendor. In addition, if you require a hardcopy to be mailed, please check: Yes ☐ No ☐
4. At a minimum, the following license(s) will be required: (see description). Please indicate any other applicable license numbers accordingly: _____. Contractor shall be responsible for obtaining all applicable permits as well. County reserves the right to require vendor to produce a copy of license(s) prior to award, as well as a copy of any applicable permits thereafter.

COMPANY:	_____	DATED:	_____
BY:	_____	Phone No:	_____
	(sign in black ink)	Fax No:	_____
PRINT NAME:	_____	E-Mail:	_____
TITLE:	_____	Address:	_____
		City/State/Zip:	_____

EXCEPTIONS & REMARKS:

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES

1. Services to be provided in accordance with the terms of this quotation may be terminated immediately, in whole or in part, upon a finding by the County of Hawai'i ("County") that the services must be provided by public employees pursuant to Civil Service Laws or that such services will be discontinued. It is further understood that should such a finding be made, the County will not be liable for any resulting damages, and such a termination will not be considered a breach of any agreement/contract.
2. The County may when the interests of the County so require, terminate any agreement in connection with this procurement in whole or in part for the convenience of the County. The County shall give written notice of the termination to the contractor, specifying the parts terminated and when termination becomes effective.
3. The contractor is responsible for having the license(s) necessary to perform the work and shall list all such licenses on the response to the request for quotations.
4. It is mutually agreed that the contractor will not sublet, subcontract, assign, or transfer all or any part of the service to be performed under this contract without prior written approval of the County.
5. The contractor shall indemnify, defend and hold harmless County and its officers, agents and employees, from and against any and all actions, claims, suits, damages, losses, costs, and expenses arising out of or resulting from the acts or omissions of the contractor, its officers, agents, employees or sub-contractors occurring during or in connection with the performance of the contractor's services under this quotation or the resulting invoice/purchase order, or arising out of or resulting from breach of any agreement/contract by the contractor. It is strictly understood that the County, its officers, agents and employees shall in no way be held liable for any damages, causes of action or suits resulting from the acts or activities of the contractor. The contractor shall defend the County and its officers, agents and employees against any such action or claim unless the action or claim involves an act or omission solely of the County and its officers, agents, and employees.
6. Contractor shall comply with all laws governing entities doing business in the State of Hawai'i, including chapters 237, 383, 386, 392, and 393 of the Hawai'i Revised Statutes. Contractor shall also comply with all other applicable Federal and State laws.
7. No action or proceeding involving this quotation or resulting invoice/purchase order shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.
8. The contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in Federally assisted programs. The contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veterans status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
9. This project is being procured pursuant to the requirements of Hawai'i Administrative Rules, Title 3, Chapter 122, Subchapter 8 – Small Purchases. Should the County receive no quotations less than the maximum dollar amount permitted for Small Purchases, then the project will be re-bid under the competitive sealed bidding requirements of Subchapter 5.
10. If awarded a contract in response to this solicitation, contractor 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.
11. Awards exceeding \$50,000.00 will require a formal contract be executed by both parties.

12. The contractor shall not be debarred by the State of Hawai'i or the United States Federal government at the time of bidding, and shall immediately notify the County should their debarment status change anytime during the agreement period.
13. Proof of a contractor's compliance shall be mandatory for all awards \$2,500 or greater in accordance with the requirements of Hawai'i Revised Statutes 103D-310(c). Acceptable proof shall be provided to the County prior to award and for final payment through Hawai'i Compliance Express (HCE).

Hawai'i Compliance Express provides a contractor's proof of compliance for the following:

- a. Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA)
- b. Tax clearance (federal and state) from the Internal Revenue Service (IRS) and the Department of Taxation (DOTAX)
- c. HRS Chapters 383 Hawai'i Employment Security Law, 386 Worker's Compensation law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act from the Department of Labor and Industrial Relations (DLIR)

Contractors can register with Hawai'i Compliance Express at <http://vendors.ehawaii.gov>, which charges a nominal subscription fee and takes approximately two weeks to establish an account.

If a contractor is unable to obtain their "compliant" Hawai'i Compliance Express certificate within a reasonable amount of time, and there is an urgent need for the requested good or service, the County, upon written notification to the contractor, may proceed to the next lowest priced responsive and responsible vendor.