

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 HAWAI'I 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.

PLEASE COMPLETE:

1. PRICE(S) shall remain firm for _____ days.
2. Delivery 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 ☐

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 GOODS

1. The County of Hawai'i ("County") reserves the right to cancel, delete, decrease or increase any individual item based on the availability of funds.
2. The County reserves the right to call for additional quotations after closing date without revealing responses. Results shall be public only after award.
3. Please indicate any "exceptions" if price quotation is based on specific quantities being purchased or if ordering a different number of units than indicated may have savings.
4. Whenever an item's description refers to specific manufacture, make, model, or trade name, it shall be understood "similar or equal" will be considered, unless the item is qualified as "NO SUBSTITUTE". The burden of proof of equality shall be the responsibility of the contractor. Please send a catalog cut or specifications sheet along with quote if substituting.
5. Standard manufacturers warranties shall be included for all items. All information related to such warranties shall be delivered to County when the item(s) are delivered.
6. The County reserves the right to reject any and all bids or to waive any defects or informalities in the bids if in the best interest of the County.
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.

EXHIBIT A (CONTINUED)
ADDITIONAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS

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.