

INVITATION FOR BID NO. 2896:

PROPOSAL AND SPECIFICATIONS  
FOR PRICE AGREEMENT  
FOR  
TITLE SEARCH SERVICES AND TITLE INSURANCE  
FOR THE REAL PROPERTY TAX DIVISION,  
DEPARTMENT OF FINANCE AND OTHER AGENCIES  
COUNTY OF HAWAII

HILO, HAWAII

# **NOTICE TO BIDDERS**

## ***(Chapter 103D, HRS)***

Pursuant to Chapter 103D, HRS, the County of Hawai`i is requesting bids/proposals for the following:

**INVITATION FOR BID NO. 2896  
FOR A PRICE AGREEMENT FOR  
TITLE SEARCH SERVICES AND TITLE INSURANCE  
FOR THE REAL PROPERTY TAX DIVISION,  
DEPARTMENT OF FINANCE AND OTHER AGENCIES  
COUNTY OF HAWAI`I**

SEALED TENDERS will be received and publicly opened at **2:00 P.M., TUESDAY, MARCH 12, 2013**, in the Office of the Purchasing Division, Department of Finance, County of Hawai`i, 25 Aupuni Street, Hilo, Hawai`i.

Upon application, forms of proposal and specifications may be obtained from the above-named office. **Any request for approval to substitute any item or take exception to any specification, special provision or general condition must be received in writing in the above-named office on or before FEBRUARY 26, 2013.** Any question regarding clarification of any information contained in any bid document must be received in writing in the above-named office on or before *FEBRUARY 26, 2013*. All potential offerors are advised that the County of Hawai`i reserves the right to reject any offer which does not follow these instructions.

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NANCY E. CRAWFORD  
Director of Finance

ALL COUNTY OF HAWAI`I IFBS AND RFPS ARE NOW LISTED ON THE WEB AT  
<http://www2.hawaii.gov/bidapps/> AND <http://www.hawaiicounty.gov/bids-proposals-contracts/>

**State of Hawai`i ~ Procurement Notice System (PNS)**  
**Publication Date: February 12, 2013**

PROPOSAL  
FOR PRICE AGREEMENT  
FOR  
TITLE SEARCH SERVICES AND TITLE INSURANCE  
FOR THE REAL PROPERTY TAX DIVISION,  
DEPARTMENT OF FINANCE AND OTHER AGENCIES  
COUNTY OF HAWAII

\_\_\_\_\_, 20\_\_\_\_\_

Director of Finance  
County of Hawaii  
Hilo, Hawaii

Dear Sir:

The undersigned hereby proposes to furnish and deliver status title reports and title insurance to the Finance Department, County of Hawaii, Real Property Tax Division, 101 Pauahi Street, Suite 4, Hilo, Hawaii, and other agencies on an "as needed" basis, all in strict compliance with the Specifications and Special Provisions attached hereto and General Terms and Conditions for Goods and Services dated July 1, 1994 made a part hereof.

It is understood and agreed that the services, reports and title insurance to be furnished are for the exclusive use of the County of Hawaii and are therefore exempt from Federal Excise Taxes and that the net price excludes such tax. An exemption certificate will be furnished upon request for use by the manufacturer in obtaining such exemption.

Upon acceptance and award of this Proposal by the Director of Finance, the undersigned hereby agrees to furnish services upon demand. This being a price agreement, it is understood and agreed that the County may purchase any quantities, ***INCLUDING NONE***, of the services set forth below throughout the Fiscal Year(s) at unit prices set forth herein.

The undersigned further agrees that he has carefully read and understands the Proposal for this contract and that the Director of Finance, County of Hawaii, reserves the right to accept or reject any and/or all bids or accept other than the low bid, if in his judgment, by so doing, it will be for the best interest of the Public and the County of Hawaii.

All successful bidders, for any single item likely to exceed \$25,000.00, will be required to furnish proof of compliance with the requirements of §3-122-11+2, HAR (see Special Provisions 25 & 26).

Upon acceptance and award of this Proposal by the Director of Finance, the undersigned hereby agrees to enter into and execute the Contract as required by law within ten days after the award.

It is further understood and agreed that no bid or performance bonds will be required for this solicitation.

The County of Hawaii anticipates the need for preliminary title reports, update title reports and litigation guaranty services for a one year period, beginning July 1, 2013, and ending June 30, 2014. The County anticipates scheduling two non-judicial foreclosure sales within each twelve month period, offering approximately two hundred (200) properties per sale. Other title searches may be required by other County agencies during the life of the agreement.

Preliminary Title Reports, complete as specified, to be delivered to the Real Property Tax Division, 101 Pauahi Street, Ste. 4, Hilo, Hawaii, 96720:

	Unit Price	\$_____	Per Report (F/Y 2013/2014)
Option Year No. 1	Unit Price	\$_____	Per Report (F/Y 2014/2015)
Option Year No. 2	Unit Price	\$_____	Per Report (F/Y 2015/2016)

Up-date Title Reports, complete as specified, to be delivered to the Real Property Tax Division, 101 Pauahi Street, Ste. 4, Hilo, Hawaii, 96720:

	Unit Price	\$_____	Per Report (F/Y 2013/2014)
Option Year No. 1	Unit Price	\$_____	Per Report (F/Y 2014/2015)
Option Year No. 2	Unit Price	\$_____	Per Report (F/Y 2015/2016)

Litigation Guaranty, \$50,000.00 coverage, complete as specified, to be delivered to the Real Property Tax Division, 101 Pauahi Street, Ste. 4, Hilo, Hawaii, 96720:

	Unit Price	\$_____	Per Report (F/Y 2013/2014)
Option Year No. 1	Unit Price	\$_____	Per Report (F/Y 2014/2015)
Option Year No. 2	Unit Price	\$_____	Per Report (F/Y 2015/2016)

(Note: The majority of properties will have an assessed value of \$25,000.00 or less. Bidders may provide a fee schedule for Maximum Coverage's in excess of \$50,000.00).

All title reports and litigation policies to be delivered per specifications on a timely basis.

EXPERIENCE/REFERENCES

Statement of title search experience (List at least three (3) client names, addresses, contact person, phone number, scope of work, and beginning and ending dates). If more space needed attach additional sheets:

Contact Person\_\_\_\_\_

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

Work began\_\_\_\_\_ and ended\_\_\_\_\_

Scope of work performed:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person\_\_\_\_\_

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

Work began\_\_\_\_\_ and ended\_\_\_\_\_

Scope of work performed:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person\_\_\_\_\_

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

Work began\_\_\_\_\_ and ended\_\_\_\_\_

Scope of work performed:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion. This proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation, and no official or employee of the government has any illegal interest in the offer or any portion of the profits thereof.

The undersigned represents: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

Hawaii GET License I.D. No.: \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Company contact and address to which correspondence should be sent:

Name of individual: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Respectfully submitted:

**(x)** \_\_\_\_\_  
Authorized (Original) Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

\* \_\_\_\_\_  
Exact Legal Name of Company (Offeror)  
under which the awarded contract will be executed

**(PLEASE TYPE OR USE BLACK INK)**

**COUNTY OF HAWAII**  
**Non-Debarment**  
**CERTIFICATE OF COMPLIANCE**

**Reference:** IFB# 2896  
(IFB/RFP/QR Number)

\_\_\_\_\_ affirms it is in  
(Company Name)

compliance with all laws, as applicable, governing state and federal debarment, and that:

1. The company/individual named above **was not** debarred at the time of bid submittal;
2. The company/individual named above shall immediately notify the County of Hawaii should debarment status change anytime during this agreement.

Moreover \_\_\_\_\_  
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future contract awards.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## SPECIFICATIONS

### INTRODUCTION:

The County of Hawaii is seeking bids from established title search firms to provide the County with title searches and title insurance policies for properties to be offered for sale at non-judicial foreclosure sales for a one year period beginning July 1, 2013, and ending June 30, 2014, with two option years. The County anticipates scheduling two non-judicial foreclosure sales within each twelve month period, offering approximately two hundred (200) properties per sale. The next non-judicial foreclosure sale is tentatively scheduled to be held during November, 2013. The County Real Property Tax Division will provide a list of properties requiring preliminary title search to the successful bidder as needed throughout the agreement period.

A preliminary title search for each property shown on list(s) provided by the Real Property Tax Office will be required. Follow-up or updated title searches will be required for all properties listed, except those deleted because taxes have been paid or for any other reason, with an original and five (5) copies of each to be provided, plus a litigation guaranty for those properties which end up being sold at tax sales. Deletions and/or additions of properties are subject to change at the discretion of the Real Property Tax Administrator.

Other than properties which are identified as time and cost searches (title searches which require exceptional efforts and subject to additional charges), all preliminary title reports listed on the search list request shall be delivered to the Real Property Tax Division within forty-five (45) days from the date the list is provided to the Contractor. Any title report which is delivered after the 45 day deadline shall be billed at a discounted rate equal to a ten percent (10%) reduction for each day later than 45 days, up to a maximum of fifty-two (52) days, after which there shall be no charge for the report. With the exception of properties that have been identified as time and cost searches, the contractor will guarantee that all title reports will be delivered within sixty (60) days from the time the list is provided.

### INFORMATION REQUIRED:

Each title report shall provide the following information:

- A. Complete name and current mailing address for:
  - 1. Owners; to include all fractional or undivided interests in the property.
  - 2. Mortgages.
  - 3. Lien Holders.
  - 4. Plaintiff and Plaintiff's attorney.
  - 5. Judgment creditors.

6. Bankruptcy Court check under owners name.
  7. Person with Power of Attorney.
  8. All other persons claiming interest in the property howsoever shown on general indexes of Bureau of Conveyances.
- B. Court Check.
  - C. Financing Statement Check.
  - D. Legal description of the property.
  - E. For properties registered in the Land Court, a check of the general indexes of the Bureau of Conveyances is also required. Any encumbrance affecting title which is discovered in the Bureau of Conveyances shall be noted and listed on the title report. The search for encumbrances in the Bureau of Conveyances shall include the sub-items listed in section A above.
  - F. Complete copies of all documents (one set).

SAMPLES OF DOCUMENTS: Bids should include samples of preliminary and follow up reports and title insurance policies that will be provided.

NUMBER OF REPORTS: It is anticipated that approximately 200 preliminary reports for each of the two anticipated annual sales will be required, with somewhat fewer update reports and title insurance policies being required; it cannot be determined in advance which parcels will be "paid up" and would not require either the preliminary or the updated title search. A list of properties for the first sale requiring preliminary title search will be made available to the successful bidder upon award. Preliminary searches for additional properties, if any, will be upon request during the life of the agreement.

USE OF TITLE DOCUMENTS:

The Contractor should understand that the preliminary and updated title reports will be used by the County to notify owners and lien holders of its intent to foreclose upon the property to collect delinquent real property taxes. Furthermore, members of the general public who are interested in bidding at the foreclosure sales will be reviewing the title report documents prior to the sale in order to formulate an opinion of the bid price to offer for the properties to be offered at the sale. The contractor agrees to the uses of the title documents for the above purposes. The County will work with contractor to insure sufficient notification of evidence of the notice(s) given prior to the tax sale.

EXPERIENCE:

It is expected that firms who respond will have a minimum of three year's of experience as a going concern in the industry. Bids should include a brief description of at least three similar contracts for title search services (see proposal page 4) the firm has undertaken, preferably for

city or county governments. The County of Hawaii may contact these references for their recommendations.

Preliminary title reports must be delivered to the Real Property Tax Division, 101 Pauahi street, Ste. 4, Hilo, Hawaii, 96720, no later than forty-five (45) days following written notification by the County of the list of properties. Contact Mr. Stanly Sitko, Real Property Tax Administrator, at (808) 961-8286 for updated list of properties and to coordinate work and delivery. Updated reports must be provided within fifteen (15) days of notification in writing by the Real Property Tax Division of those properties for which an updated report is requested. Litigation guaranty policies must be delivered within thirty (30) days of notification of completion of the tax sale.

#### PRICES:

All prices must include all costs, fees, and taxes to deliver the reports and insurance as specified. Time and Cost searches (title searches which require exceptional efforts) will be subject to additional charges only at the discretion and approval of the Real Property Tax Administrator based upon timely written requests fully justifying such additional charges and describing time and effort expended. This justification request should be made no later than thirty (30) days after the title search request is submitted to the successful bidder. Title searches requiring additional time shall be completed no later than the date specified on the written requests.

#### INDEMNIFICATION

To the fullest extent permitted by law, it shall be the duty of the Contractor to, at all times, indemnify, defend, protect and save harmless the County, its officers, agents and employees from and against all injuries to property or persons, deaths of persons, loss, damages, suits, claims, worker' compensation claims, patent claims, liabilities, judgments, costs and expenses including attorneys fees which the County may directly or indirectly suffer, sustain or be subjected to in consequence of the granting of this Contract resulting from and/or arising out of the goods or supplies to be furnished and/or arising out of or in connection with the services to be performed under the terms and specifications of this Contract, whether or not it shall be alleged or determined that such loss and damage was caused by the negligence or omissions of the Contractor, its officers and employees, or of the County, its officers, agents or employees or of the Contractor's subcontractors, if any, and whether such losses and damages be suffered or sustained by the County, its officers, agents and employees, or be suffered by any other persons, including the Contractor, its officers, agents and employees who may seek to hold the County liable therefore, and whether attributable to the fault, failure or negligence of the County or otherwise, except when proved by the Contractor to be caused by the sole negligence or intentional misconduct of the County, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses

arising therefrom or in connection therewith. Any surety or performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the County as herein provided.

Contractor shall provide a statement that the title company will indemnify the County for any loss due to errors, omissions, or reliance upon the information contained in each report.

Evaluations:

In order to determine the lowest responsible bidder, the following percentages will be applied to the initial year unit price for each of the listed categories:

Preliminary Title Reports:	50%
Up-date Title Reports:	25%
Litigation Guaranty Policy:	25% (Only the initial year unit price listed for \$50,000.00 maximum coverage will be used in the evaluation)

### **SPECIAL PROVISIONS**

1. All bids should be made on the blank form of the proposal annexed hereto and shall be signed by the bidder with his business address and telephone number. Proposals of bidders design are acceptable.
2. No bidder may withdraw his bid after the hour set for the opening thereof, or before award unless said award is delayed for a period exceeding 30 days.
3. The County reserves the right to delete, decrease, or increase any individual item or items if required to do so in relation to funds available or for any other reason.
4. The County reserves the right to reject any and all bids and to accept the proposals in whole or in part as best suited in the interest of the County, giving due consideration to price, quality of product and proven dependability and ability of each bidder with respect to ability to serve the County.
5. Delivery date will be calculated from the date shown on notice to proceed issued unless otherwise specifically noted.
6. The award will be made by professional services contract. No bid bond or performance bond will be required.
7. All bids submitted by Hawaii bidder will be subject to all taxes, including the four percent (4%) General Excise Tax, with the exception of any Federal Excise Taxes. The County will provide a certificate of exemption from Federal Excise Taxes upon request.
8. The Director of Finance reserves the right to waive and/or accept any minor deviations from the specifications if, in his/her opinion, such waiver will be in the best interest of the County and that such waiver shall not affect in any way the standards of performance, operations, capacities or quality of the products and/or services offered.
9. All bids received will be time-stamped and deposited in the locked bid box of the Purchasing Division until the hour of bid opening. Bids that are mailed in must arrive in the Purchasing Division before the time of opening; bids received after the hour of opening will be returned unopened to the sender. The bidder shall be solely responsible for the timely arrival of its bid.

10. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s)" to Bid Conditions and Specifications," and shall be attached to the bid at the front. HOWEVER, ALL BIDDERS ARE CAUTIONED THAT ANY EXCEPTIONS TO ANY SPECIFICATION, SPECIAL PROVISION, GENERAL CONDITION OR THE PROPOSAL ITSELF WILL IN ALL LIKELIHOOD RESULT IN THE BID BEING REJECTED IN ACCORDANCE WITH 3-122-33, HAR, AND 3-122-97, HAR. The only acceptable exceptions are those which are, solely in the opinion of the County, totally inconsequential to the performance, characteristics, quality or utility of the requested item, or are of the nature of correcting typographical errors in bid documents or allowing exception when a specification clearly cannot be met by any bidder or is in conflict with another specification. Bidders wishing to take any other exception or requesting a clarification or interpretation regarding any part of the bid document must submit their request in writing on or before the deadline date provided in the Notice to Bidders and receive written clarification or authorization for such change or have an addendum applicable to all bidders issued.
11. Bids should be submitted with all pages of the proposal, specifications and special provisions and conditions complete, plus descriptive information such as brochures or specification sheets where appropriate. Proposals which are not complete or do not include brochures, may be rejected. The County reserves the right to seek additional information or clarification after bid opening
12. Out-of-State bids which fail to list a State of Hawaii Excise Tax number will be increased to reflect the amount of State of Hawaii General Excise Tax they would be liable for should they be doing business within the State. The lowest responsible bidder, taking into consideration the above increases and all other factors, shall be awarded the contract, if any, but the contract amount of any contract awarded shall be the amount of the proposal offered and shall not include the amount of increase for imputed taxes.
13. Bid price quotation shall be 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 the City and County of Honolulu, 0.5% General Excise Tax Surcharge. Federal excise taxes are excluded and an exemption certificate will be furnished upon request.
14. Award will be based on the evaluation factors as listed on page 5 of specifications.

15. Payment will be made as soon as practical in the normal course of business upon proper invoicing and satisfactory delivery of goods and/or services. Invoices should be mailed or delivered in triplicate to the using agency at the delivery address. Due to the large amount of research required, a limited number of invoices should be made. Repetitive charges should be reflected on one invoice with the tax map key numbers referenced along with respective work order number.
16. Liquidated damages per Section 6.12 of the General terms and Conditions for Goods and Services, dated July 1, 1994, shall be assessed at the rates established on specification page 1, paragraph 3. In the case of the original contractor not being able to furnish contracted items and/or services, the County reserves the right to contract with the next lowest responsible bidder, with the defaulting contracting paying any difference in cost.
17. Any protest regarding procurement law or procedure shall strictly follow the procedure described in Chapter 126, Hawaii Administrative Rules, Department of Accounting and General Services, Subtitle 11, Procurement Policy Board. All protests must be filed in writing to Mrs. Nancy Crawford, Chief Procurement Officer, County of Hawaii. It shall be the responsibility of any protester to review all public documents relating to this IFB or RFP and his or any other vendor's contract award within five (5) working days after the aggrieved person knows or should have known of the facts giving rise to the protest, became available for public inspection and file all protests within that period. Any protest regarding the content of this solicitation must be properly filed prior to the date set for the receipt of offers. While the County may make efforts to notify all participants of awards, failure to receive such notification shall not relieve any aggrieved bidder of their responsibility of reviewing public records on a timely basis, and filing their protest within five (5) working days of the date posting of the award of the contract.

No other action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawaii, State of Hawaii; nor shall any action commenced in such Court be removed or transferred to any other State or Federal Court.

19. Any contract entered into as a result of this bid proposal shall be signed by a person authorized to sign and be duly notarized. Additionally, if the Contractor is a partnership or corporation, a copy of the appropriate partnership or corporation resolution authorizing that individual to enter into contracts on behalf of the partnership or corporation shall be provided by the Contractor with its executed contract.

20. GENERAL CONDITIONS, CONTRACT AND BOND FORMS: The "General Terms and Conditions for Goods and Services," including exhibits of appropriate contract and bond documents, dated July 1, 1994, shall be a part of any contract entered into as a result of this proposal. All bidders are responsible to be familiar with these general terms and conditions, a copy of which is on file at the Purchasing Division and will be made available to any interested person upon request at no charge. Where any conflict might appear, these Special Provisions shall have precedence over the General Terms and Conditions and the Specifications of this bid shall have precedence over either.
21. It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the 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 under this contract for any resulting damages, and such a termination will not be considered a breach of this agreement.
22. All potential bidders are expressly informed that this being a price agreement, it is understood and agreed that the County may purchase any quantities, **INCLUDING NONE**, of the services set forth herein throughout the Fiscal Year(s) at unit prices set forth herein.
23. This agreement may be extended for two additional one year periods, at the option of the County. The initial year bid and option year bid agreements may be extended for up to three months, at the County's option, should additional time be required to complete new bids. The County reserves the right to re-bid after the initial year if in its opinion all second year costs are excessive, or for any other necessary reason.
24. The County will use the services of the originating contractor to complete any service begun prior to the end of the agreement period. Should any of that originating service lapse into a new agreement period, the originating contractor will be responsible for completing all work relating to that service, and all costs, as agreed to under that agreement will be paid to the originating contractor by the County.



25. **RESPONSIBILITY OF OFFERORS:**

Offeror is advised that if awarded a contract under this solicitation, for an amount exceeding \$25,000.00, 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. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
  - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

26. **METHOD OF AWARD**

Award will be made to lowest responsible bidder as per evaluation percentages referenced on specification page 5 of 5.

Reference Responsibility of Offerors in §3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Prior to any award the following requirements must be met.

Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500 or more:

All vendors doing business with the State or County are required to comply with all applicable statutes, administrative rules and procedures. State or County agencies must verify compliance prior to award. Acceptable verification is through Hawai'i Compliance Express (HCE). Vendors wishing to do business with the State or County must register in HCE and be in compliance.

HCE is a one-stop online program where vendors verify and manage their compliance. Once a vendor is registered, HCE provides the following proof of compliance/compliance documentation:

Certificate of Good Standing (COGS) from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division

Tax clearances (federal and state) from the Department of Taxation (DOTAX)

Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 (Worker's Compensation law), 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act, from the Department of Labor and Industrial Relations (DLIR)

There is a nominal fee to subscribe to HCE. Please note that it may take two or more weeks to establish a vendor account in HCE. For more information and to register, see <http://vendors.ehawaii.gov>.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old must accompany the invoice for final payment on the contract.

27. **NON-DISCRIMINATION IN COUNTY CONTRACTS:** Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005: During the performance of this contract, the contractor agrees as follows:
- a. 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.
  - b. 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. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- c. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for 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.
- d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section (d) above.
- f. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of 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, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

28. **Non-Debarment Requirements**

The contractor shall certify that they were not debarred by the State of Hawaii or the United States Federal government at the time of bidding. And will further certify that the company/individual shall immediately notify the County of Hawaii should their debarment status change anytime during the agreement period. All bidders should complete the Non-Debarment Certificate of Compliance included herein.

29. **Campaign Contributions by State and County Contractors Prohibited**

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.