

STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
HONOLULU, HAWAII

Procurement Notice Date: June 04, 2026

**INVITATION FOR BIDS
NO. LAW 26-SD-06**

SEALED BIDS
FOR
FURNISHING AND DELIVERING

SEMI-AUTOMATIC 9MM PISTOLS

TO THE DEPARTMENT OF LAW
ENFORCEMENT

will be received up to 2:00 p.m. (HST) 16 June, 2026
via online submission on HlePRO

Questions relating to this bid solicitation shall be directed to Mr. Rawlin Sasamura, telephone (808) 788-2209.

**SPECIFICATIONS
SEMI-AUTOMATIC 9MM PISTOLS**

BID ITEM NO. 1: SIG SAUER P365X MICRO COMPACT SEMI-AUTOMATIC 9MM PISTOLS (15)
Sig Sauer SKU 365X-9-BXR3P:

- a. Caliber: 9mm
- b. Action Type: Striker Fired Semi-Automatic
- c. Overall Length: 5.80 inches
- d. Overall Height: 4.30 inches
- e. Overall Width: 1.10 inches
- f. Barrel Length: 3.10 inches
- g. Threaded Barrel: No
- h. Rail: Integrated MIL-STD 1913 Accessory Rail
- i. Loaded chamber indicator: Yes
- j. Optics: Optic ready provisions
- k. Iron Sights: Tritium Day/ Night Sights
- l. Frame Material: Stainless Steel/ Polymer
- m. Slide Material: Stainless Steel
- n. Slide Color: Black
- o. Slide Finish: Nitron/ Nitride
- p. Weight with empty Magazine: 17.8 oz
- q. Magazine/Capacity: Two (2) - 12 Round Magazines per pistol
- r. Firearm must not require trigger manipulation or tool of any kind for disassembly
- s. Owner's manual, chamber flag and pistol lock to be included.

BID ITEM NO. 2: SIG SAUER 365X 9MM 12 ROUND PISTOL MAGAZINE (15)
Sig Sauer 365X Pistol Magazine, SKU: MAG-365-9-12:

- a. Capacity: 12 rounds
- b. Magazine Configuration: Double Stack
- c. Caliber: 9mm
- d. Color: Black
- e. Magazine Material: Steel
- f. Base pad material: Polymer

BID ITEM NO. 3: SAFARILAND MODEL 7371 ALS CONCEALMENT HOLSTERS (23) RH AND (3) LH
Safariland Pistol Holster, SKU 1316773:

- a. Compatibility: Sig Sauer P365X Micro Compact Pistol SKU: 365X-9-BXR3P
- b. Material: Polymer
- c. Type: Inside Waist Band (IWB)
- d. Features: Automatic Locking System (ALS)
- e. Color: Plain Matte Black

BID ITEM NO. 4: SAFARILAND MODEL 572 OPEN TOP DOUBLE MAGAZINE POUCH (23)
Safariland Magazine Pouch, SKU 1120026:

- a. Compatibility: Sig Sauer 12 Round Magazine SKU: MAG-365-9-12
- b. Material: Synthetic Polymer
- c. Type: Belt Worn
- d. Color/ Finish: STX Plain Matte Black

All pistols and magazines shall include a one (1) year manufacturer parts and labor warranty as well as a manufacturer's limited lifetime warranty.

**SEMI-AUTOMATIC 9MM PISTOLS
GENERAL DESCRIPTION, REQUIREMENTS AND SPECIFICATIONS**

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The Department of Law Enforcement is issuing this Invitation for Bid (IFB) to procure fifteen (15) Semi-Automatic, 9mm, Striker Fired pistols, fifteen (15) additional magazines, twenty six (26) compatible holsters and twenty three (23) belt worn magazine pouches to be utilized by Law Enforcement personnel.

The Sheriff's Office of the Department of Law Enforcement is seeking purchase of additional firearms of the same model and type already in service. This specific firearm has been selected and approved for continued service to perform law enforcement functions.

A more complete description of the supplies and/or services sought is provided in Section 3.

1.1 BID Requirements

Bids shall specify each item as set forth in this IFB. Failure to comply with all requirements and conditions set forth by these specifications will be the cause for the rejection of the bid(s). The burden of proof of compliance with these specifications is the responsibility of the bidder.

1.2 BID Awards

The Department prefers to select one contractor to provide the supplies/services covered herein. Bidders shall submit separate bids per Line Item and are under no obligation to bid on all items. However, the Department reserves the right to award no contract, depending on the quality of proposals and prices submitted. In addition, bidders are advised that if budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

1.2.1 Basis for Award. Bid award, if made, will be to the lowest priced, technically acceptable (LPTA), responsive and responsible Bidder(s). By submission of its offer, the Bidder accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements.

Bidders must clearly identify any exception to the solicitation and conditions. Any exception listed by the bidder is subject to approval by the State. The State shall have the sole, final decision on acceptance or rejection on all exceptions.

1.2.2 Rejection of Bids. While the Department has every intention to award a contract for this IFB, issuance of the IFB in no way constitutes a commitment by the Department of Law Enforcement to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to:

Cancel or terminate this IFB;

If awarded, terminate any contract if the Department determines adequate state funds are not available.

1.2.3 Rejection of Unrealistic Bids: The Department may reject any bid that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions or unrealistically high or low in price when compared to Department estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the requirements, complexity and/or risks of program.

1.3 Evaluation Criteria

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures. Failure to meet a requirement may result in an offer being determined technically unacceptable. Technical tradeoffs will not be made, and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable Bidder with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements. The Department reserves the right to Award without discussion. Therefore, each initial offer should contain the Bidder's best terms from a price and technical standpoint. However, the Department reserves the right to conduct discussions if determined to be in the Department's best interests.

1.3.1 Evaluation Factors. The Department will evaluate the factors described below:

Factor 1 – Technical Acceptability: does the bid meet the technical specifications, essential features and delivery requirements.

Factor 2 – Past Performance

Factor 3 – Price

1.3.2 Evaluation Methodology. A technical evaluation will be performed on all offers. Offers that are found technically acceptable will be ranked according to price. The lowest priced offer will be evaluated for past performance. If that offer does not have acceptable past performance, the next lower offer will be evaluated for past performance, etc. Award will be made to the lowest evaluated priced proposal meeting the acceptability standards.

1.3.3 Price. The bidder's price proposal will be evaluated based upon the total evaluated price. The total evaluated price will be calculated as the sum of the proposed prices for all supplies and services. Proposed prices will be evaluated for reasonableness. For a price to be reasonable, it shall represent a price to the Department that a prudent person would pay when consideration is given to prices in the market. Price reasonableness may be established by adequate price competition and/or price analysis techniques.

The Department may also consider a proposal unacceptable should the proposed prices be materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more items is significantly overstated or understated as indicated by the application of price analysis techniques.

The resulting contract will be a firm fixed price; requirements contract. Any charges for shipping or other fees must be included in the price. There will not be a separate line item for shipping charges or other fees.

1.3.4 Past Performance. The Department will evaluate the quality and extent of bidder's past performance, which is deemed relevant to the requirements of this IFB. The Department will use information submitted by the bidder and any other sources of information available to the Department to assess relevant and recent past performance. In the case of a bidder without a record of relevant and recent past performance or for whom information on past performance is not available, the bidder may not be evaluated favorably or unfavorably on past performance. Therefore, the offer shall be

determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

Past performance information shall be obtained from any sources available to the Department to include, but not limited to, procurement databases; interviews with program personnel, Contracting Officers and commercial clients.

1.3.5 Technical Factors. Technical proposals will be evaluated for acceptability in accordance with the criteria set forth in Section 3 Specifications. The bidder's technical proposal must convey to the Department that the Bidder is capable, possesses adequate technical expertise and experience, possesses sufficient resources, and is able to plan, organize, and use those resources in a coordinated and timely fashion to meet the requirements of the contract. Each submission will be rated on an acceptable/not acceptable basis.

1.4 Federal License Required

All bidders must either be the firearm manufacturer or an authorized Law Enforcement Firearm Distributor possessing a Federal Firearms License (FFL). Authorized Law Enforcement Firearm Distributors must attach a copy of their FFL to the bid documentation.

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.1 Delivery Date. The DELIVERY DATE must not exceed thirty (30) days after receipt of order (ARO). The urgency of the Department's need requires all (15) firearms, (15) additional magazines, (26) holsters and (23) magazine pouches be delivered within the specified time. Failure to comply with this requirement may be cause for contract termination.

2.2 Guaranteed Delivery. Due to the immediate need of the Department, delivery of all initial purchase quantities must be guaranteed to be completed on or before 31 July, 2026.

2.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the Department's premises," as used in this clause, means free of expense to the Department and delivered to the location specified. The Contractor shall:

- a. Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB.
- b. Prepare and distribute commercial Bills of Lading and Material Safety Data Sheets (MSDS) as appropriate.
- c. Contact Deputy Director of Administration Ernest Robello at 808-721-8185 email ernest.j.robello@hawaii.gov no less than seven (7) calendar days prior to delivery in order to coordinate the delivery. If unable to reach Deputy Director Robello, contact alternate POC Rawlin Sasamura at 808-788-2209 email rawlin.s.sasamura@hawaii.gov to coordinate the delivery.
- d. Furnish a delivery schedule and designate the mode of delivering carrier.
- e. Provide firearm serial numbers to Department of Law Enforcement contact person, Deputy

Director Robello, prior to shipment.

- f. Deliver the shipment in good order and condition to the point of delivery specified in the IFB.
- g. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Department at the delivery point specified in the IFB.
- h. Pay and bear all charges to the specified point of delivery.

2.4 Delivery Location.

*Department of Law Enforcement
715 S. King St STE 400
Honolulu HI 96813*

SECTION 3: SPECIFICATIONS

3.0 SPECIFICATIONS

The following technical specifications shall apply to the firearm requirements submitted in accordance with this contract. All pistols are to be manufactured in the USA.

3.1 Pistol Caliber. The pistol shall be chambered for the 9mm Luger cartridge. All chamber and barrel dimensional specifications and pressure limitations shall conform to the Sporting Arms and Ammunition Manufacturer's Institute (SAAMI) recommended standards.

Unless otherwise noted, the firearm must capably fire 9mm 147 grain bonded hollow point, 124 grain Jacketed Hollow Point, 115 grain Full Metal Jacket Training ammunition and any 9mm Frangible Ammunition.

Pistols shall be provided with two (2) – 12 round magazines each, described hereafter in Section 3.6.

3.2 Pistol Physical Dimensions.

3.2.1 Micro Compact-Size pistols:

- a. Maximum slide length shall not exceed 5.8 inches.
- b. Maximum height shall not exceed 4.30 inches (including base of fully inserted magazine to the top of rear sight).
- c. Maximum overall width shall not exceed 1.1 inches.
- d. Maximum empty weight shall not exceed 20 ounces, including empty magazine.
- e. The pistol magazines shall have a minimum capacity of 12 rounds.
- f. Barrel length shall not exceed 3.1 inches
- g. Refer to the maximum and minimum firearm requirements below:
 - (1) Overall Length: 5.80 inches
 - (2) Overall Height: 4.30 inches
 - (3) Overall Width: 1.10 inches
 - (4) Barrel Length: 3.1 inches
 - (5) Sights: Day / Night Sights – with Tritium rear

- (6) Optic Sight: Optic ready provisions
- (7) Frame Material: Stainless Steel/ Polymer
- (8) Slide Color: Black
- (9) Slide Finish: Nitron/ Nitride
- (10) Weight w/Mag: 17.8 ounces maximum with unloaded magazine
- (11) Magazine/Capacity: Two (2) - 12 Round capacity magazines per pistol
- (12) Integrated Accessory Rail
- (13) The firearm must not require tools of any kind for disassembly

3.3 Pistol Characteristics. The pistol must accommodate concealed carry wear and be of a compact design.

3.3.1 Trigger Mechanism Type: The trigger mechanism shall have double-action only type operating characteristics. The trigger mechanism must move a striker to a fully cocked position and release it to cause firing to occur. There shall be no method of manually cocking the pistol other than by pulling the trigger. The trigger pull shall be consistent in both length and weight of pull for the first and subsequent shots.

The trigger must reset back to neutral when released and shall not require the firearm to cycle to be reset to the safe non-fire position.

3.3.2 Hammer Spur: None allowed.

3.3.4. Ambidextrous External Slide Stop Lever: The slide stop lever shall lock the slide in the rear position upon firing the last round in the pistol. Using the slide stop lever, it shall be possible for the shooter to manually lock the slide to the rear. It shall be possible to release the slide from the locked position with the lever on either the left and right side of the pistol to accommodate left- and right-hand dominant shooters.

3.3.4.1 It shall be possible to manually lock the slide to the rear for visual and physical inspection of the pistol without a magazine being inserted.

3.3.4.2 The slide will automatically lock to the rear during normal operation after the last round has been fired or the slide is pulled to the rear most position with an empty magazine locked in place.

3.3.4.3 The slide lock/release control shall be designed such that it is unlikely that the shooter will inadvertently activate or override the control during normal firing.

3.3.5 Essential Safety Features: The pistol shall not have external safety mechanisms which must be manually deactivated prior to firing. Safety devices which are deactivated solely by grasping and firing the pistol are permitted. The Firearm shall have an internal safety system which includes:

- (1) Striker Safety.
- (2) Loaded Chamber Indicator – indicating when a cartridge or fired case is in the chamber.
- (3) Reassembly is prohibited with the magazine seated in the magazine well.
- (4) Firearm will fire if an object is pressed against the muzzle (Standoff Capability).

3.3.5.1 Manual External Safety Lever: None permitted on the slide or frame.

3.3.5.2 De-cocking or cocking lever: None permitted.

3.3.5.3 Grip Safety: None permitted.

3.3.5.4 Magazine Disconnecter / Safety: None permitted. The weapon will not have a magazine safety. The weapon shall be able to fire a round in the chamber with the magazine removed.

3.3.6 Magazine Well: The edges at the entrance of the magazine well shall be beveled. The base of the grip must permit direct positive access to the magazine's floorplate for removal if jammed. The "cut away" portion must not have sharp edges or create a potential snag point.

3.3.7 Firing Pin/Striker: The pistol shall have a chrome or nitride plating or similar type coating on the firing pin/striker.

3.3.8 Firing Pin/Striker Block: The pistol shall have a mechanism which shall prevent it from firing without activation of the trigger.

3.4. Sights: The sights of the weapon must be fixed. Sights must be adjustable for windage and elevation (See 3.4.1.4).

3.4.1 Low-level light (night) sights: The front and rear sights shall be equipped with a self-luminous system that allows the shooter to quickly and effectively engage targets in low-level light. The proper alignment of the low-level sight devices shall be consistent with proper sight alignment. The low-light sights shall contain tritium or an equivalent self-luminous material. The sight shall have a serviceable visibility warranted by the Contractor for a minimum of ten years. The low-light sight system shall be impervious to damage by commonly available commercial firearms cleaning solvents and lubricants during routine maintenance. The luminous portion of the sights shall not be visible from the muzzle end of the pistol.

3.4.1.1 Material: Black, non-reflective, constructed of steel or polymer material sufficiently durable to withstand the rigors of immediate action techniques as described in section 3.4.1.3.

3.4.1.2 Characteristics: The dimensions of the front and rear sight must allow the shooter to acquire sight alignment rapidly. Low profile sights are necessary to reduce interference when holstering and drawing the pistol using commercially available concealment and duty type holsters.

The sights shall be designed to limit glare, under a variety of light conditions.

3.4.1.3 Immediate Action Requisites:

It shall be desirable to easily cycle the slide of the pistol, using only the firing hand, by placing the front edge of the rear sight on an available object (i.e., shooter's belt, edge of ballistic shield) in the event of a malfunction or for reloading.

3.4.1.4 Windage/Elevation Adjustment: The sights shall be adjustable for windage and elevation. This may be accomplished by the modification, movement, or replacement of the front sight, rear sight, or a combination thereof.

3.4.1.5 Front Sight: A single blade, replaceable, of sufficient width to allow rapid acquisition in sighting, yet not so wide as to fill the entire rear sight notch as perceived by a variety of shooters. The front sight shall appear symmetrical to the shooter.

3.4.1.6 Rear Sight: Low profile, replaceable, to allow rapid acquisition in various conditions.

3.4.1.7 Replacement: Front and rear sights shall be easily removed and replaced by law enforcement armorers. It is desirable that the front sight be mechanically fixed upon sight-in to prevent inadvertent sight movement or sight loss.

3.5. Grips: Shall be constructed of synthetic material with a stippled, grooved or checkered surface.

3.6 Magazines

3.6.1 Shall be constructed of steel with a rust and corrosion resistant coating.

3.6.2 Shall lock positively in the magazine well.

3.6.3 Shall release and fall free, unassisted from the magazine well when the magazine release is fully pressed, whether the magazine is full, partially loaded, or empty.

3.6.4 The follower shall move freely in the magazine body without binding and shall position each round for positive feeding.

3.6.5 The magazine body shall have "witness holes," which permit viewing of the number of rounds in a full or partially loaded magazine.

3.6.6 Base Plates:

3.6.6.1 The magazine base plates shall be removable for magazine disassembly with a standard 4mm punch tool.

3.6.6.2 When fully loaded, the base plate shall remain securely fastened to the magazine and prevent unintentional disassembly when the magazine is dropped on a hard surface from the height of 48 inches.

3.6.6.3 It is desirable that the magazine base plate perform the following functions:

- a. Facilitate firm, positive seating of the magazine during loading.
- b. Cushion the impact and prevent damage to the magazine when dropped onto hard surfaces.
- c. Enable positive gripping and rapid manual extraction of the magazine if the magazine is locked in place by a double feed, other malfunction and/or the shooter is wearing gloves.

3.7 Magazine Release

3.7.1 The magazine release shall be located on the frame near the lower junction of the trigger guard. The pistol design shall permit the magazine release control to be readily changed to either the right or left side of the frame. This requirement can also be achieved with a magazine release control that is present on both sides of the frame (ambidextrous).

3.7.2 The magazine release shall be designed to permit positive release of the magazine when fully pressed by the shooter without the use of the officer's non-firing hand.

3.7.3 The magazine release shall be designed and positioned to reduce the likelihood of inadvertent release of the magazine during use.

3.8 Slide

3.8.1 Shall be constructed of stainless steel and be finished with a non-reflective, matte of black nitride or similar finish.

3.8.2 The gripping surfaces of the slide shall permit a firm grasp and reliable operation of the slide by the shooter under all conditions.

3.8.3 Gripping surfaces shall be located on the right and left sides of the slide, near the rear most portion of the slide where readily accessible to the shooter. The location of these surfaces must be such that during operation of the slide, the shooter's hand does not cover or obstruct the ejection port.

3.9 Exterior Finish:

3.9.1 The exterior finish of the frame, slide and magazines (while locked in the pistol) shall be a non-

reflective Matte or black.

3.9.2 All exterior parts must be devoid of gouges, sharp edges, or rough areas that could snag on holsters, clothing, or cause injury or discomfort to the shooter.

3.10.2 The finish shall be durable, rust resistant, and saltwater corrosion resistant.

3.10 Internal Finish

3.10.1 All internal surfaces shall be void of rough surfaces at critical points of movement and polished as necessary to provide minimal friction and wear, and to promote functional reliability.

3.10.2 Internal parts finish shall be rust resistant and saltwater corrosion resistant.

3.11 Quality of Finish

3.11.1 Metal Burrs: None which could cause ongoing and/or functional failure of critical interior or exterior moving parts of the weapon.

3.11.2 Sharp Edges: None which could cause snagging of weapon on clothing or holster, or cause injury or discomfort to the shooter.

3.12 Holsters

3.12.1 Must be compatible to safely secure the Sig Sauer 365 Micro Compact (SKU: 365X-9-BXR3P) pistol and have self-locking features to secure the firearm with out risk of the firearm being easily dislodged from the holster under normal conditions and movement.

3.12.2 The holster must be designed to be worn inside of the waist band for concealed carry purposes.

3.12.3 The holster must be made of synthetic polymer material and in a matte black finish.

3.13 Magazine Pouches

3.13.1 The magazine pouch must be capable of holding two (2) 12 round capacity magazines and of open top design for quick access and low profile concealment.

3.13.2 Must be designed to be worn on the belt.

3.13.3 Must be made of synthetic polymer material and in a matte black finish/ color.

3.14 Manufacturing/Design Defects

There shall be no anomalies or defects in the manufacturing of parts or design defects that could cause a compromise in functional reliability (i.e., failure to fire) or create a safety hazard for the shooter.

3.15 Assembly/Disassembly of Pistol and Magazine

It is necessary that the pistol and magazines be composed of parts that cannot be readily assembled incorrectly in such a manner as to render the pistol or magazine inoperable or otherwise compromise reliability.

The pistol and magazines shall be designed to allow disassembly and reassembly for routine cleaning/maintenance without the use of specially designed tools.

3.16 Serviceability

The pistol and magazines shall be designed to allow disassembly and reassembly for routine cleaning/maintenance without the use of specially designed tools.

The weapon will be of a design that will allow it to be repaired with new Original Equipment Manufacturing (OEM) parts, as well as, repaired serviceable used parts from like weapons. Additionally, OEM parts must be available. The parts shall include every individual part of the pistol except the frame.

3.17 Summary of Supplies and Services

The CONTRACTOR shall furnish and deliver to the Department of Law Enforcement:

- a. Fifteen (15) micro compact semi-automatic pistols
- b. Fifteen (15) magazines 12 round capacity
- c. Twenty six (26) Holsters total, comprised of: twenty three (23) Right Handed holsters and three (3) Left Handed holsters
- d. Twenty three (23) Magazine Pouches

3.18 Conditions.

All pistols are to be manufactured in the USA.

All pistols and magazines shall include a one (1) year manufacturer parts and labor warranty as well as a manufacturer's limited lifetime warranty.

SECTION 4: PRICING SCHEDULE

4.0 PRICING SCHEDULE

The Bidder must enter a per unit price on their bid. The unit price shall be for each new firearm as specified herein and inclusive of all accessories, features and training.

4.1 Prices

4.1.1 Shipping and Invoicing. The prices herein specified, unless otherwise expressly stated, shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery. Bid prices shall include any and all transportation costs and applicable taxes, and fees. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or goods delivered to and accepted at the specified Department location.

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

4.2 All-or-Partial Award.

Awards will be made on an all or partial basis. A bidder may provide prices for all line items listed on the Schedule or may bid for individual items. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

4.3 Vendor Requirements.

The vendor shall agree to make DLE whole for any defective firearms. This shall be accomplished by repair, replacement, or refund of purchase price at the discretion of DLE, for one (1) full year after issuance of the firearm.

4.4 Invoicing

CONTRACTOR shall send an original and one (1) copy of each invoice to the following address. Contractor shall reference the contract number and purchase order on the invoice for payment.

**State Of Hawaii
Department of Law Enforcement
Director's Office
715 S. King St, Suite 400
Honolulu, HI 96813**

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO	=	Department of Law Enforcement, Administrative Services Office 715 S. King St, Room 500 Honolulu, Hawaii 96813
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.
DLE	=	Department of Law Enforcement
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form 103D by the Department of the Attorney General
GET	=	General Excise Tax
IFB	=	Invitation for Bids
SD	=	Sheriff Division

SCOPE

The furnishing and delivery of Semi-Automatic 9mm Pistols and accessories to the Department of Law Enforcement, and Law Enforcement Training Division shall be in accordance with these Special Provisions, the Specifications, and the GC by reference made a part hereof.

DELIVERY

Contractor shall deliver the entire quantity of specified semi-automatic pistols and its accessories within 30-days after receipt of order by the Contractor. All firearms shall be delivered fully assembled and duty ready. Delivery of all firearms shall be completed on or before July 31, 2026.

The Contractor shall contact the Department of Law Enforcement contact person, Deputy Director Ernest Robello, at phone number 808-721-8185 email ernest.j.robello@hawaii.gov no less than seven (7) calendar days prior to delivery of the firearms in order to coordinate the delivery.

The Contractor shall provide firearm serial numbers to Deputy Director Robello prior to shipment. Firearms shall be delivered to the following location:

State of Hawaii
Department of Law Enforcement
715 S. King St. STE 400
Honolulu, HI 96813

ALL DELIVERIES SHALL BE RECEIVED BY THE DEPARTMENT NO LATER THAN 30-DAYS AFTER RECEIPT OF ORDER BY THE CONTRACTOR.

STATE'S COMMITMENT

In return for prices submitted, the Department of Law Enforcement will purchase the specified items listed herein from the lowest responsive and responsible Offeror(s).

CONTRACT ADMINISTRATOR

For this requirements contract, the contract administrator shall be Rawlin Sasamura, telephone (808) 788-2209, e-mail address: rawlin.s.sasamura@hawaii.gov.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing the weapons and services specified herein for the twelve-month period, beginning June 23, 2026 **or** the official start date on the Notice to Proceed. The contract time of performance may be extended for not more than one (1) six-month period.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

OFFEROR'S AUTHORITY TO BID

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 bid. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

BIDDER QUALIFICATION

Each bidder must at the time of bidding have the capabilities for supplying the items bid on proposal pages. Awards shall not be made to any bidder failing to meet this qualification requirement.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, 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. One of the following:
 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Upon bid submission, Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a Certificate of Vendor Compliance, issued by the Hawaii Compliance Express (HCE) online system. The HCE service allows vendors to register online through a simple interface at <http://vendors/ehawaii.gov>. The Certificate of Vendor Compliance provides current Compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Vendors electing to use HCE services are required to pay an annual fee. Due to the time required to process the HCE Certificate of Vendor Compliance, it is highly recommended that the interested Offeror begin the registration process immediately.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that

are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, 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 solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

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.

The authorized signature on the first page of the Offer Form shall be an original signature in ink; if digitally signed, a copy of the eSign audit shall be included. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected. 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 Offeror's offers for that line item shall be rejected.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii General Excise Tax License. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. 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.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103D-1008, HRS, the Offeror'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.

Bid Quotation. Unit bid prices shall be based on "delivery to destination and stacking of items in storage areas as requested by using agencies" and include the following pricing inclusions and conditions:

1. Unit prices shall be firm for the term of the contract, including mutually agreed upon extension period(s), except for increases allowed under the PRICE ADJUSTMENT provision herein, if any;
2. Include all applicable taxes, including the GET, currently 4.5% for all sales made on Oahu.
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified; and;
4. Submit prices in terms of the unit shown;

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

Each item bid shall be priced separately and the unit prices extended and totaled. In case of errors in extension of bid price, the unit price shall govern. In case of an error in addition or subtraction, the calculated sum of all item bid prices shall govern. It is the bidder's responsibility to ensure that all prices submitted are for the product specified in the bid, therefore bidder should thoroughly examine product specifications and brand equivalents.

Purchasing Card (pCard). Bidder is informed that all agencies of the Executive branch shall use the State's purchasing card (pCard) for all orders totaling less than \$2500. Agencies may continue to issue purchase orders for their transactions with those 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.

Offer Guaranty or Bid Bond. An offer guaranty is not required for this solicitation.

Insurance. Offeror shall provide insurance information as requested on the Offer Form.

References. Offeror shall list on Offer Form, companies or government agencies for which Offeror has provided the same or similar services as specified, and who can attest to the Offeror's service performance. The State reserves the right to contact the references to inquire about Offeror's current or past job performance.

QUANTITIES

Quantities listed herein are for the period specified.

BRAND NAME AND MODEL NUMBER

Bidder shall indicate on the proposal page(s) the exact brand name and model number of each item on which they are bidding. Failure to do so or the inclusion of remarks such as "as specified" may be cause for rejection of bid.

SUBMISSION OF OFFER

Offers shall be submitted online via the Hawaii Electronic Procurement (HlePRO) website. All required documents must be uploaded to be considered a qualified, responsive and responsible offeror.

FAXED DOCUMENTS

Faxed documents shall not be accepted.

TAX EQUALIZATION PROVISION

For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the bid price submitted by a bidder not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

AWARD OF CONTRACT

Method of Award. Award(s), if any, will be made on a total net bid or individual bid basis by item, to the qualified, responsive and responsible Offeror(s) submitting the lowest individual bid or Total Net Bid Price. Offeror(s) shall make an offer on all or individual items to qualify for award consideration.

The bid price for each item shall be determined by multiplying the quantity of units and the unit bid price for each item. The Total Net Bid Price shall be determined by adding all the item bid prices.

Bid prices shall include as the cost for weapons, accessories, all taxes and all shipping costs to

delivery location specified.

The solicitation may be canceled, or the offers may be rejected, in whole or in part, when in the best interest of the Department of Law Enforcement, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate Award, it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

***Alternatively,** for offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:*

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, 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. It must be valid on the date it is received by the ASO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX "TAX CLEARANCE APPLICATION" Form A-6 (Rev. 2022) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website and by mail or fax:

DOTAX Website (Forms & Information): http://tax.hawaii.gov/forms/a1_1alphalist/

DOTAX Forms by Fax/Mail: (808) 587-4242

1-800-222-3229

IRS Website: <https://www.irs.gov/individuals/tax-compliance-report#get>

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO. However, the tax clearance certificate shall be submitted to the ASO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation).

Instructions are as follows:

Pursuant to §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 and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR "*FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*", which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO. However, the certificate shall be submitted to the ASO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a "*CERTIFICATE OF GOOD STANDING*" (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO. A photocopy of the certificate is acceptable to the ASO.

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

On-line business registration and the Certificate are available at <https://cca.hawaii.gov/breg/> To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for payments of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over one month old) for final payment.

Timely Submission of all Certificates. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

OFFER ACCEPTANCE

Acceptance of an offer, if any, will be made within thirty (30) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the thirty (30) day period.

CONTRACT EXECUTION

Successful Offeror will receive a formal contract. No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date stated on the Notice to Proceed.

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

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

LIABILITY INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

<u>Coverage</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Law Enforcement, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor will immediately provide written notice to the Department of Law Enforcement, ASO Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope or not renewed upon expiration.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of

this contract have been complied with and to keep such insurance in effect and the certificate(s) thereof on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

INVOICING

Contractor shall send an original and one (1) copy of each invoice to the below address. Contractor shall reference the contract number and Purchase Order number on the invoice for payment.

State of Hawaii
Department of Law Enforcement
Director's Office
715 S. King St, Suite 409
Honolulu HI 96813

PAYMENT

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

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

Final Payment Requirements: Contractors registered on the Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Contractors not registered with HCE are required to submit a tax clearance certificate.

SAMPLE PRODUCT LABEL and/or WRITTEN STATEMENT REQUIRED

When requested by the State, bidder shall submit sample, product label, and/or written statement verifying that the item(s) offered for each bid in question meets specifications. Samples, product labels, and/or additional literature shall be at bidder's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for

the rejection of bid. Any samples submitted for testing purposes will become the property of the State and will not be returned to the bidder.

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision is final.

QUALITY OF GOODS

Goods delivered shall have a life expectancy reasonable to that type of commodity. In the event any goods/supplies furnished by the Contractor should fail to conform to the specifications, or if goods/supplies delivered are received damaged or in a conditions not fit for usage, the State reserved the right to reject such goods/supplies. It shall thereupon become the duty of the Contractor to replace such rejected goods/supplies immediately without expense to the State. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions.

CONFIDENTIALITY OF INFORMATION

Any information, data, or report given to, or prepared, or assembled by the Contractor that the Department requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Department Coordinator.

FAILURE TO DELIVER

Contractor shall be obliged to deliver goods/supplies awarded in this contract in accordance with terms and conditions herein.

If Contractor fails to deliver the goods/supplies awarded within the time specified because of conditions beyond his/her control, The State reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the State's obligation to the Contractor.

The State will not in such instances assess the Contractor the difference between the price named in the contract and the actual cost thereof to the State, provided that the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the contractor shall be liable for any excess costs for such similar goods/supplies if he/she is unable to substantiate the cause for non-delivery of the item(s) to the satisfaction of the State or if in the opinion of the State, failure to deliver goods/supplies is due to the negligence of the Contractor.

LIQUIDATED DAMAGES

Liquidated damages for non-performance of the specified services shall be fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein,

in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the goods specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

RECORDS RETENTION

The Contractor and any subcontractor(s) shall maintain the books and records relating to the contract and any cost or pricing data for three (3) years from the date of final payment under the contract.

COMPLAINT OR PROTEST

Protestors with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the 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, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Law Enforcement, 715 S. King St, Room 400, Honolulu, Hawaii 96813.

Notice of award(s), if any, shall be posted on the HlePRO website.