STATE PROCUREMENT OFFICE

RELEASE DATE: SEPTEMBER 11, 2026

INVITATION FOR BIDS
No. 27003

SEALED BIDS
FOR
FURNISHING AND DELIVERING COARSE PAPER PRODUCTS STATEWIDE

WILL BE RECEIVED UP TO 10:00 A.M. HST ON

OCTOBER 2, 2026

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO JITTIMA LAURITA AT (808) 586-0766 OR jittima.laurita@hawaii.gov.

Dayna Omiya
Procurement Officer

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SECTION ONE: SPECIFICATIONS & SCOPE OF WORK

1.1 SCOPE OF WORK

The furnishing and delivery of Coarse Paper Products, as ordered by participating agencies, shall be in accordance with this solicitation, including its attachments and any addenda.
Any awards resulting from this Invitation for Bid (IFB) will be incorporated into the existing State Procurement Office (SPO) Price List Contract No. 25-15, Coarse Paper Products. Participating agencies will order from the awarded contractors on an "as needed" basis during the applicable contract term.

1.2 DEFINITIONS

1.2.1 "Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

1.2.2 "Recovered material" means material that has been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. This term does not include those materials that are generated and normally reused on-site for manufacturing processes (such as mill broke, in the case of paper products).

1.2.3 "Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

1.2.4 "Solid waste stream" means discarded material moving from the point of discard to ultimate disposition.

1.2.5 "The Forest Stewardship Council (FSC)" is an independent global nonprofit organization that certifies environmentally responsible forest management worldwide, verifying forest products made from wood from the forest of origin through production and the supply chain.

1.3 GENERAL GROUP INFORMATION

1.3.1 GROUP A – INTERFOLDED TOILET TISSUE

Interfolded Tissue shall be new, unused, and a currently standard product of an established manufacturer. Tissue shall be fully bleached (white), uniform in color and trimmed with clean smooth edges. Tissue shall be clean, soft, and free of imperfections and/or defects (i.e. visible wood splinters, specks, holes, tears, wrinkles, etc) which might affect normal life or serviceability. Tissue shall have no disagreeable odor, either wet or dry. The listed product or equivalent product of United States origin is preferred.

For Group A, all virgin content shall be sourced from responsibly managed forests and be Forest Stewardship Council (FSC) certified or certified by the Programme for the Endorsement of Forest Certification (PEFC) or the Minimum Recycled Content shall be not less than 20% post-consumer recovered material of the total weight. Bidder shall submit documentation verifying FSC or PEFC certification or recycled content if offering a product with different brand/product number than the one listed.

Item No. 1 Interfolded, single-fold, 1-ply. Approximately 4” x 5” sheets or approximately 4” x 8” sheets to fit 5”W x 9”H x 3”D dispenser, 250-400 sheets per package, 36-60 packages per case. Toilet tissue shall fit existing dispensers (Georgia-Pacific 10101, or equivalent).

1.3.2 GROUP B – TOILET TISSUE

Roll Tissue, 1-ply or 2-ply, as specified, shall be new, unused, and a currently standard product of an established manufacturer. Tissue shall be fully bleached (white), uniform in color and trimmed with clean smooth edges. Tissue shall be evenly and tightly wound on a paperboard core sufficiently rigid to prevent collapse under ordinary conditions. Tissue shall be perforated so the sheets can be cleanly and completely separated. Tissue shall be clean, soft, and free of imperfections and/or defects (i.e. visible wood splinters, specks, holes, tears, wrinkles, etc) which might affect normal life or serviceability. Tissue shall have no disagreeable odor, either wet or dry. Under ordinary use, tissue shall not break or tear excessively into small pieces when being unwound; this creates unnecessary waste. The listed products or equivalent products of United States origin are preferred.

For Group B, the Minimum Recycled Content shall be not less than 20% post-consumer recovered material of the total weight or if all virgin content, it shall be sourced from responsibly managed forests and be Forest Stewardship Council (FSC) certified or certified by the Programme for the Endorsement of Forest Certification (PEFC. Bidder shall submit documentation verifying FSC or PEFC certification or recycled content if offering a product with different brand/product number than those listed).

Item No. 2 Roll, 2-ply, completely wrapped. Approx. 4.0” x 4.0” sheets to fit standard size dispenser, 500-605 sheets per roll, 80-96 rolls per case (Kimberly Clark Scott 04460, Georgia-Pacific 19880/01, Highmark 4299A1, or equivalent).

Item No. 3 Roll, 1-ply, overall or sleeve wrapped. Approx. 4.0” x 4.0” to fit standard size dispenser, 700-1,210 sheets per roll, 80-96 rolls per case (Kimberly Clark Scott 05102, Georgia-Pacific 14580/01 or equivalent).

Item No. 4 Jumbo Roll Jr, 2-ply. Approx. 3.55” x 1000’ rolls. 8-12 rolls per case (Kimberly Clark Scott JRT 07805 or equivalent).

Item No. 5 Jumbo Roll Jr, 1-ply. Approx. 3.5” x 1800’-2000’ rolls. 8-12 rolls per case (Kimberly Clark Scott JRT 07223 or equivalent).

1.3.3 GROUP C – PAPER TOWELS

Paper Towels, folded or rolls, as specified, shall be new, unused, and a currently standard product of an established manufacturer. All towels shall have cleanly cut edges and shall be free of imperfections and/or defects (holes, tears, etc) which might affect normal life or serviceability. Towels shall have no disagreeable odors, either wet or dry. Single fold and multi-fold towels shall be interlocked to facilitate dispensing. Perforated towels shall be perforated completely and uniformly across its width so that each towel can be dispensed individually. The listed products or equivalent products of United States origin are preferred.

For Group C, the Minimum Recycled Content shall be not less than 40% post-consumer recovered material of the total weight or if all virgin content, it shall be sourced from responsibly managed forests and be Forest Stewardship Council (FSC) certified or certified by the Programme for the Endorsement of Forest Certification (PEFC). Bidder shall submit documentation verifying FSC or PEFC certification or recycled content. A 2-ply product may be offered in place of a 1-ply product in Group C if all other specifications are met.

Item No. 6 Roll, 1-ply, full bleached (white), individually wrapped, approx. 9" x 11" sheets to fit standard dispenser, 85-128 sheets per roll, 20-30 rolls per case (Kimberly Clark KC 41482, Highmark 4497A1 or equivalent).

Item No. 7 Multi-fold, 1-ply, unbleached (kraft). Approx. 9.25" x 9.5" sheets to fit standard dispenser (approx. 11"W x 15"H x 3-3/4"D), 200-400 sheets per package, 10-16 packages per case (Georgia-Pacific 23304, Highmark 1675A1, or equivalent).

Item No. 8 Multi-fold, 1-ply, fully bleached (white). Sheets shall measure approximately 9.25" x 9.5" to fit into standard dispenser measuring approximately 11"W x 15"H x 3-3/4"D, packaged 200-400 sheets per package, 10-16 packages per case (Kimberly Clark Scott 01807, Georgia Pacific 20389 or equivalent).

Item No. 9 Single-fold, 1-ply, fully bleached (white). Sheets shall measure approximately 9.5" x 10.25" to fit into standard single fold towel dispenser measuring approximately 11-3/4"W x 7-9/16"H x 6"D, packaged 250-400 sheets per package, 10-16 packages per case (Kimberly Clark Scott 01700, Georgia-Pacific 20904 or equivalent).

Item No.10 "Hard Roll" type (continuous), fully bleached (white), approx. 8" x 800'-1000' to fit existing dispensers. ~800-1000 sheets per roll, 6-12 rolls per case. ~1.5" core diameter. Towels must fit and dispense properly from existing dispensing cabinets. (Georgia Pacific 26100 or equivalent).

1.3.4 GROUP D – TOILET SEAT COVERS

Toilet Seat Covers shall be new, unused, and a currently standard product of an established manufacturer. Covers shall be free of imperfections and/or defects (i.e. holes, tears, etc) which might affect normal life or serviceability. Covers shall have no disagreeable odor, either wet or dry. The listed product or equivalent product of United States origin is preferred.

For Group D, the Minimum Recycled Content shall be not less than 20% post-consumer recovered material of the total weight or if all virgin content, it shall be sourced from responsibly managed forests and be Forest Stewardship Council (FSC) certified. Bidder shall submit documentation verifying FSC certification if offering a product with different brand/product number than the one listed.

Item No. 11 Half-fold, surface mount, white. Able to fit dispenser approximately 2"D x 11-1/4"H x 16-1/8"W; 250 sheets per package, 20 packages per case (Continental Western CW 520100, or equivalent).

1.3.5 GROUP E – BAGS

For Group E, Recycled Content or FSC certification is not required. The listed product or equivalent product of United States origin is preferred.

Item No. 12 Sanitary napkin disposable bag. Approx. 4"x2"x9", 1000 per case (Bagcraft BGC-300314, or equivalent)

1.3.6 GROUP F – CORELESS TOILET TISSUE

Coreless Toilet Tissue shall be new, unused, and a currently standard product of an established manufacturer. Tissue shall be fully bleached (white), uniform in color, and trimmed with clean, smooth edges. Tissue shall be evenly and tightly wound and designed for use without a paperboard core. Tissue shall be clean, soft, and free of imperfections and/or defects that may affect normal use or serviceability. Tissue shall have no disagreeable odor, either wet or dry.

For Group F, the Minimum Recycled Content shall be not less than 20% post-consumer recovered material of the total weight or if all virgin content, it shall be sourced from responsibly managed forests and be Forest Stewardship Council (FSC) certified or certified by the Programme for the Endorsement of Forest Certification (PEFC. Bidder shall submit documentation verifying FSC or PEFC certification or recycled content if offering a product with different brand/product number than those listed).

Item No. 13 Coreless Toilet Tissue Roll, 1-ply, approx. 3-3/4 inches wide x 2,300 feet long, approx. 9-1/8-inch roll diameter, 12 rolls per case (Scott® Essential™ or equivalent).

Item No. 14 Coreless Toilet Tissue Roll, 2-ply, approx. 3-3/4 inches wide x 1,150 feet long, approx. 9-1/8-inch roll diameter, 12 rolls per case (Scott® Essential™ or equivalent).

1.4 QUALITY OF PRODUCT

All goods furnished under these specifications shall be new and of the best quality of its respective kind. It shall be free from defects which may render it unfit for use. damaged or rejected items shall be immediately replaced, at no cost to the State of Hawaii, with items of quality required by these specifications. damaged or rejected items shall be immediately replaced, at no cost to the State of Hawaii, with items of quality required by these specifications. Failure to replace any unacceptable item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of unacceptable supplies.

The State may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

1.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Jittima Laurita, Purchasing Specialist, (808) 586-0766, jittima.laurita@hawaii.gov, or authorized representative, is designated the Contract Administrator.

SECTION TWO: BID SUBMITTAL AND CONTENT

2.1 ELECTRONIC PROCUREMENT

The State has established the HIePRO [pronounced 'HI-PRO'] to electronically solicit and receive bids for procurements. Bidders interested in responding to this electronic solicitation must be registered on the HIePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: http://spo.hawaii.gov, click on HIePRO.

Award(s) resulting from this solicitation, if any, shall be conducted through HIePRO and subject to a mandatory .75% (.0075) transaction fee of the initial, estimated award amount, not to exceed $5,000.00. The Vendor shall be responsible for payment of the fee to Hawaii Information Consortium, LLC dba Tyler Hawaii, the vendor administering the HIePRO. Refer to Section 3.15, Payment to Tyler Hawaii.

2.2 BIDDER QUALIFICATIONS

<u>Location of Wholesale or Retail Business</u>. Bidder shall maintain an island-based wholesale or retail business at the time of bidding and during the contract period with warehouse and inventory operations for supplying the items awarded and where the Bidder can be reached to answer inquiries. Award(s) shall not be made to any Bidder not meeting this requirement. Bidder shall provide the island-based warehouse or retail business location, contact person, phone and facsimile numbers on the appropriate Offer Form (OF-2) page. Bidder is not required to have a wholesale or retail business on Oahu for which they intend to bid, provided they have a wholesale or retail business in the State of Hawaii.

Failure to provide warehouse location and contact information on the appropriate Offer Form page may delay proper execution of the contract.

2.3 BIDDER'S AUTHORITY TO SUBMIT A BID

The State will not participate in determinations regarding a Bidder's authority to sell a product or service. If there is a question or doubt regarding a Bidder's right or ability to obtain and sell a product or service, the Bidder shall resolve that question prior to submitting a bid. If a Bidder offers a product that meets the specifications, is acceptable and the price submitted is the lowest priced offered, the contract will be awarded to that Bidder.

2.4 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this solicitation, Bidder certifies as follows:

1. The costs quoted have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the costs which have been quoted in response to this Solicitation have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

2.5 REQUIRED REVIEW

2.5.1 Before submitting a bid, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

2.5.2 Should Bidder find defects and questionable or objectionable items in the solicitation; Bidder shall notify the Contract Administrator as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum and mitigate reliance of a defective solicitation upon which award could not be made.

2.6 BID PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

2.7 BID GUARANTY

A proposal security deposit is NOT required for this IFB.

2.8 BID PREPARATION

2.8.1 Offer Form

2.8.1.1 <u>Offer form OF-1, Attachment 1</u>

Bidder shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Bidder is doing business in the State and that Bidder will pay such taxes on all sales made to the State.

Bidder is requested to submit its bid using Bidder'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 Offer Form, OF-1 shall be an original signature in ink, or the Offeror's authorized signature on the Offer Form, OF-1 shall be an electronically signed signature with audit trail. The submission of the bid on HIePRO shall indicate the Bidder's intent to be bound.

2.8.1.2 <u>Offer Form OF-2, Attachment 2, Bidder Information</u>
Bidder shall complete and submit Bidder Information to include but not limited to company name, address, contact persons, and warehouse address.

2.8.1.3 <u>Offer Form OF-3, Attachment 3, Bidder References</u>

Bidder shall furnish on the Offer Form, page OF-3, the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.

2.8.1.4 Offer Form OF-4, Attachment 4, Bid Quotation (Pricing Pages OF-4)

Unit bid price shall be based on "delivery to destination" 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.
2. Include all applicable taxes, except the GET and County surcharge (4.5% for transactions made on Oahu, Kauai, the island of Hawaii, Maui, Molokai and Lanai). The GET and County surcharge may be added to the invoice as a separate line item and shall not exceed the rate for that island;
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified, and any other costs incurred to provide services specified including the transaction fee for processing this procurement electronically; and
4. Submit prices in terms of the unit shown.

Bidder is advised that unit bid prices are all-inclusive, except for the GET and County surcharge; and that no other charges will be honored, except as specified herein.

2.8.1.5 Attachment 5, Form SPO-008, Certification of Recycled Content

Bidder shall submit documentation verifying FSC or PEFC certification or recycled content. Refer to section 1.3, General Group Information.

2.8.1.6 Attachment 6, Form SPO-081, Hawaii Bidder/Offeror Preference Certification Form

Bidders desiring to qualify for the five percent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification. Refer to section 2.10, Hawaii Bidder Preference.

2.8.2 Tax Liability

The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, Bidders may call the State of Hawaii Department of Taxation, telephone 1-800-222-3229 or 808-587-4242.

2.8.2.1 Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET and County surcharge (4.5%) and the applicable Use tax, currently 1/2%, resulting from this solicitation.

2.8.2.2 Tax-Exempt Vendors. If a Bidder is a person exempt by the HRS from paying the GET and County surcharge and Use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

2.8.3 Brand Name(s) and Model Number(s)

If indicated on the Offer Form pages, Bidder shall identify on each respective Offer Form page, the exact brand(s) and manufacturer name(s) and product model number(s), order number(s) or other identifier(s) of the products and its components the Bidder proposes to furnish. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. Only Bidder's "SKU" Number as product identifier shall not be acceptable unless the "SKU" Number consists of the manufacturer's product number. If any of the requested specifications or product information are missing from the Bidder's bid, the State will not be able to identify the product or determine, based on the information provided, whether the product is acceptable. Such omissions may be sufficient grounds for rejection of bid.

No Bidder will be allowed to alter, change and/or revise the product identification after the bid due date and time. This is to ensure that all bids are submitted under the same conditions with no opportunity for one Bidder to have an advantage over any other Bidder after exposure of bids.

2.8.4 Samples

If the Bidder is offering other equivalent products of different Brands and Product Numbers than those listed, the Bidder shall submit at his/her own expense within five (5) working days after bid due date, detailed specifications, brochures, and sample(s) of the item(s) offered, properly identified. Failure to do so shall be cause for rejection of bid. Any sample submitted for purposes of determining equivalency shall become the property of the State and will not be returned to the Bidder. The State shall be the sole judge as to whether the purposed item(s) is equivalent and acceptable, and the State's determination will be final.

Bidder shall identify all samples by brand name and product or model number, exactly as offered in the IFB for product to be acceptable. When the product offered is a private label product, a permanent pre-printed impression on the container or the product itself must identify the product, or a label affixed by the manufacturer that will identify the product, will be acceptable. The mere attaching of an adhesive label by the Bidder will not be considered acceptable identification.

Any sample of a private label product failing to meet this identification requirement will not be considered for award. No changes or clarification of product identification will be considered. Bidder is advised, however, that the mere meeting of product identification or labeling requirements does not mean that the product itself meets specifications and is acceptable.

The Bidder shall not submit samples of products if they are offering the products that are listed (same brand and product number).

2.8.5 Certificate of Recycled Content.

Bidder shall indicate in the space provided on the Offer Form pages whether a recycled product is being offered. Bidder shall also list each recycled product offered on the attached SPO Form-008 (rev. 7/1/02), Certification of Recycled Content.

2.9 QUANTITIES

Estimated quantities listed herein are for the 12-month period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for the State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

2.10 HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii Bidder Preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five percent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) at or before the date and time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

2.11 ELECTRONIC SUBMISSION OF BID

The bid shall be submitted and received electronically through HIePRO. This electronically submitted bid shall be considered the original. Any original bids received outside of HIePRO, including faxed, hand delivered, or e-mailed bids, shall not be accepted or considered for award. Any bid received after the due date and time shall be rejected.

2.12 HIEPRO SPECIAL INSTRUCTIONS

Bidder shall review all special instructions located on the HIePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HIePRO by the due date and time.

Bidders should allow ample time to review their submittals on HIePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HIePRO will not accept the bid.

The submission of a bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

2.13 FORMAT INSTRUCTIONS FOR SUBMITTING BID ON HIePRO

2.13.1 Format. Bids shall be submitted as attachments on HIePRO.

2.13.2 Proprietary/Confidential Information. Proprietary information, if any, shall be contained in a separate file that is clearly identified and marked as proprietary/confidential information.

2.14 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF BIDS

2.14.1 The Bidder may modify or withdraw a bid before the due date and time.

2.14.2 Any change, addition, deletion of attachment(s) of a bid may be made prior to the submittal of bid due date and time in HIePRO.

SECTION THREE: CONTRACT AWARD AND TERMS

3.1 METHOD OF AWARD

For purposes of this solicitation, bids may be submitted for the following islands: Oahu, Hawaii, Maui, Kauai, Molokai and Lanai. The Groups available for bid vary by island, as specified below.

For Oahu and Hawaii, bids will be accepted for Group F – Coreless Toilet Tissue only.

For Maui and Kauai, bids may be submitted for one or more Groups A through F.

For Molokai and Lanai, bids shall be submitted for all Groups A through F.

For Oahu, Hawaii, Maui, and Kauai, awards will be made separately by Group for each applicable island. **To be considered for an award for a Group, the Bidder must submit a bid for every Item within that Group for the applicable island.**

A Bidder is not required to bid on all islands or all Groups to be considered for award.

- Oahu: Award(s), if made, shall be made to a maximum of two (2) responsive, responsible Bidders submitting the two (2) lowest estimated Total Sum Bid Prices for Group F – Coreless Toilet Tissue.
- Hawaii: Award, if made, shall be made to the responsive, responsible Bidder submitting the lowest estimated Total Sum Bid Price for Group F – Coreless Toilet Tissue.
- Maui and Kauai: Award, if made, shall be made separately for each Group to the responsive, responsible Bidder submitting the lowest estimated Total Sum Bid Price for the applicable Group.
- Molokai and Lanai: Award, if made, shall be made to the responsive, responsible Bidder submitting the lowest estimated Total Sum Bid Price for Groups A through F combined.

3.1.1 HIePRO Line Items:

Line Item #	Description
1	Oahu Group F - Coreless Tissue Paper
2	Hawaii Group F - Coreless Tissue Paper
3	Maui Group A - Interfolded Toilet Tissue
4	Maui Group B - Toilet Tissue
5	Maui Group C - Paper Towels
6	Maui Group D - Toilet Seat Covers
7	Maui Group E - Bags
8	Maui Group F - Coreless Tissue Paper
9	Kauai Group A - Interfolded Toilet Tissue
10	Kauai Group B - Toilet Tissue
11	Kauai Group C - Paper Towels
12	Kauai Group D - Toilet Seat Covers
13	Kauai Group E - Bags
14	Kauai Group F - Coreless Tissue Paper
15	Molokai and Lanai Groups A to F – Interfolded Toilet Tissue, Toilet Tissue, Paper Towels, Toilet Seat Covers, Bags, and Coreless Tissue Paper.

3.2 RESPONSIBILITY OF BIDDERS

To be awarded a contract from this solicitation, Bidder shall be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes (HRS) §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

3.2.1 Vendor Compliance - Hawaii Compliance Express (HCE)

3.2.1.1 Vendors may use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

3.2.1.2 Timely Registration on HCE. Vendors/contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at https://vendors.ehawaii.gov. The annual registration fee is $12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of award, a Bidder will not receive the award.

3.2.1.3 Verification of Compliance on HCE. The State will verify compliance via HCE throughout the term of the contract.

3.2.2 Vendor Compliance - Paper Documents

Vendors not utilizing HCE to demonstrate compliance shall provide certificates to the Contract Administrator as instructed below. All certificates must be valid on the date it is received by the State Procurement Office. All applications for applicable clearances are the responsibility of the Bidder.

3.2.2.1 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearance certificates issued after September 3, 2019, will have a scannable QR code that can be validated. This enables tax clearance certificates to be processed electronically and printed by the taxpayer. The QR code can be scanned using a web enabled device, such as a smart phone, to confirm Authenticity and validity.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.

3.2.2.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the lowest responsive Bidder 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. A photocopy of the certificate is acceptable.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

3.2.2.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable.

To obtain the Certificate, the Bidder must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding online business registration and the COGS is available at http://cca.hawaii.gov/breg/.

3.2.2.4 Timely Registration. The above certificates should be applied for and submitted to the State Procurement Office as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

3.2.2.5 Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the State Procurement Office reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

3.3 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

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

3.4 NOTICE OF AWARD

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii's eProcurement System (HIePRO), which is available at the State Procurement Office website: http://spo.hawaii.gov/. Click HIePRO. Click Search on HIePRO, then the Awards tab.

3.5 APPROVALS

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

3.6 CONTRACT EXECUTION

Successful Bidder receiving award shall enter into a formal written contract to be signed and returned to State Procurement Office within seven (7) business days.

No performance or payment bond is required for this contract.

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

3.7 NOTICE TO PROCEED

Work will commence on the official commencement date specified in the Notice to Proceed.

3.8 STATE'S COMMITMENT

In return for prices submitted the following purchasing jurisdictions may purchase their requirements for items listed herein from the successful low Bidder(s):

Executive Department/Agencies
City & County of Honolulu
Department of Education (DOE)
School Facilities Authority
Honolulu City Council
Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)
Honolulu Authority for Rapid Transportation (HART)
University of Hawaii (UH)
County of Hawaii
Office of Hawaiian Affairs (OHA)
Hawaii County Council
Public Charter School Commission and Schools
County of Hawaii-Hawaii Department of Water Supply
House of Representative (House)
County of Maui
Senate
Maui County Council
Judiciary
County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai-Department of Water

3.9 USE OF PRICE LIST CONTRACT BY NONPROFIT ORGANIZATIONS

Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contract(s) (HRS Chapter 103F) have been invited to participate in State Procurement Office price list contracts.

A listing of nonprofit organizations ("nonprofits") is available at the State Procurement Office website, http://spo.hawaii.gov. Click on "For Vendors" > "Non-Profits" > "Cooperative Purchasing Program."

If interested, these nonprofits will contact the price list contract vendor to obtain concurrence on their participation. A price list contract vendor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price list contract vendor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price list contract vendor.

3.10 TERM OF CONTRACT

The term of contract shall be for the period from the Notice to Proceed effective date to August 31, 2027.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than three (3) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

3.11 ORDERING

The purchasing entities will place orders with the Contractor(s) as supplies are needed during the contract period and will use either the pCard or purchase order when placing order(s). The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

3.12 DELIVERY

If Contractor is located on the same island as the purchasing entity, the purchasing entity shall have the option of having the products available for pick up on a will-call basis or, for orders totaling $100 or more (excluding the GET), having the products delivered to their location. It shall be the responsibility of the Contractor to coordinate the delivery of the order to ensure that the purchasing entity receives their order within the times specified herein.

If Contractor is not located on the same island as the purchasing entity, Contractor shall coordinate the delivery of the order to ensure that the purchasing entity receives their order within the times specified herein.

When located on the same island, deliveries by the Contractor shall be made within seven (7) business days after receipt of the order. Will call orders shall be ready for pick up within three (3) business days, or at the option of the Contractor, delivery may be made according to their delivery schedule.

When located on different islands, deliveries by the Contractor shall be made within twelve (12) business days after receipt of the order.

Any products, damaged, defective or spoiled, will not be accepted by the purchasing entities and the Contractor shall be responsible for replacing them at no additional cost to the purchasing entity.

Prior to shipment, the Contractor shall contact the appropriate agency to coordinate the delivery arrangements.

Contractor shall be required to deliver all outstanding items remaining at the end of the contract period for orders received during the term of the contract.

3.13 FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the purchasing entity to deliver an acceptable substitute at or less than the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the Procurement Officer reserves the right to terminate the contract and/or initiate suspension and debarment procedures pursuant to Chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

3.14 INSURANCE

3.14.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Contractor shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

Coverage	Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 per accident
Worker’s Compensation	Per Hawaii Revised Statute
Employer’s Liability	Per Statutory minimum limits

Appropriate levels of per occurrence insurance coverage for workers’ compensation and any other insurance coverage required by federal or State law.

3.14.2 The Contractor shall provide the State Procurement Office, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the State Procurement Office that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the State Procurement Office during the entire term of the Contract. Upon request by the State Procurement Office, the Contractor shall furnish a copy of the policy or policies.

3.14.3 The Contractor shall immediately provide written notice to the State Procurement Office and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

3.14.4 The certificates of insurance shall contain the following clauses:

1. “The State of Hawaii 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.”

3.14.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

3.15 PAYMENT TO TYLER HAWAII

HIePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Upon award in HIePRO, Tyler Hawaii shall invoice the awarded vendor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HIePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed $5,000.00 for any single award to a vendor for the base contract term.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor, the vendor will become eligible to receive a credit or refund for administrative fees paid for that award to the vendor's account with Tyler Hawaii. To receive the credit, the vendor must make a request to Tyler Hawaii for the refund or credit and the buyer must cancel the award in HIePRO.

3.16 QUARTERLY SALES REPORT AND VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF)

3.16.1 Quarterly Sales Reporting – As of the effective date of this contract, the vendor shall be required to submit a quarterly report documenting all Sales made under the Contract ("Quarterly Sales Report"). ''Sales'' shall mean total invoices for gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured on or utilizing pricing and/or other terms of this Contract, regardless of the purchase process. The Quarterly Sales Report shall be submitted via HIePRO, or otherwise as reasonably directed by the State Procurement Office. Quarterly Sales Report will include any periods less than a full calendar quarter if the Contract does not start at the first day of a quarter or end on the last day of the quarter.

Vendor shall submit one Quarterly Sales Report for each contract for each reporting period in accordance with the following schedule:

	Date Range	**Due No Later Than**
Fiscal Year, Quarter 1	**July 1 – September 30**	**October 31**
Fiscal Year, Quarter 2	**October 1 – December 31**	**January 31**
Fiscal Year, Quarter 3	**January 1 – March 31**	**April 30**
Fiscal Year, Quarter 4	**April 1 – June 30**	**July 31**

The Quarterly Sales Report must contain the following information:

1. Complete and accurate details of all Sales, credits, returns, refunds, and the like for the reporting quarter;
2. Purchasing Participating Entity and type;
3. Product/service description, unit price, quantity and total sale amount;
4. Invoice number and date;
5. Such other information as the State may reasonably request; and
6. If no Sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero sales.

3.16.2 Solicitations released and awarded on HIePRO are obligated to pay both HIePRO transaction fees (remitted to Tyler Hawaii) and VCAF (remitted to Periscope). To avoid duplication of fees contractors who pay the HIePRO fee are eligible to receive a one-time credit against future VCAF amounts due per this contract in the amount equal to vendor's actual HIePRO transaction fee paid up to and not exceeding $5,000.00 ("HIePRO Credit"). Vendor's request for a HIePRO Credit must be formally submitted in writing to Periscope within ninety (90) days of HIePRO transaction fee payment, accompanied by the contract number and description associated with the HIePRO transaction fee payment, the amount of HIePRO transaction fees paid, and valid proof of HIePRO fee payment. Request for HIePRO Credit must be formally submitted electronically to Periscope. In no event, such as future VCAF amounts due are less than the HIePRO Credit, or at any time shall the State or Periscope be required to refund, carry forward or transfer any portion of the HIePRO Credit. Periscope and the State shall review all HIePRO Credit requests in a timely manner. Periscope's and the State's determination of qualification is final.

3.17 INVOICING AND PAYMENT

3.17.1 The State's purchasing card (pCard) shall be used for all orders totaling less than $2,500.00. This requirement is for all agencies of the Executive branch departments except for the Department of Education (DOE), School Facilities Authority (SFA), Hawaii Health Systems Corporation (HHSC), Office of Hawaiian Affairs (OHA), and the University of Hawaii (UH). Agencies may continue to issue purchase orders for their transactions with contract vendors who assess fees to customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor assesses a fee for credit card usage.

3.17.2 Hawaii GET and County surcharge. Contractor(s) shall forward invoices, original and three (3) copies, directly to the purchasing entity for those agencies issuing purchase orders. For all orders placed against this contract, Contractor(s) may assess the purchasing entity the Hawaii GET and County surcharge as a separate line item.

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

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

Only goods that have been satisfactorily delivered to and accepted by the State shall be paid for in accordance with statute.

The State has the right to make payment upon acceptance of goods.

3.18 PRICE ADJUSTMENT

During the contract period, the Contractor may request an increase in contract price when there is a substantial increase in the cost of materials or freight. Such requests must be made in writing to the Procurement Officer and shall meet the following conditions:

1. Request for a price increase shall be limited to the direct costs imposed upon the Contractor by the manufacturer or supplier of the materials. (No allowances will be given for Contractor's increased labor or operating expenses.)

2. Request for a price increase due to higher transportation costs shall be limited to the direct cost imposed upon the Contractor by the freight forwarder.

3. Contractor shall submit at the time of such written request, documentation and verification that the increase is the result of manufacturer or supplier increase in cost of materials or transportation.

4. No price increase adjustment shall be allowed during the first twelve (12) months of the contract. The Contractor may submit a price increase adjustment request once every twelve (12) months for item(s) awarded provided proper documentation is submitted to substantiate the increase as detailed in items 1 thru 3.

The State shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within five (5) business days of such price decrease.

3.19 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.20 LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, or as amended. Liquidated damage is fixed at the sum of TWENTY-FIVE DOLLARS ($25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damage, if assessed, may be deducted from any payments due or to become due to the Contractor.

3.21 VENDOR AND PRODUCT EVALUATION

The Vendor and Product Evaluation form, SPO-012, is made available to the agencies for the purpose of addressing their concerns on the price list resulting from this solicitation.

Product Evaluation. Upon receipt by the State Procurement Office, Contractor shall be sent a copy of the complaint(s) regarding product quality. Contractor shall, if applicable, follow up the complaint(s) with the manufacturer and provide a response to the State Procurement Office as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to remove product from the price list.

Vendor Evaluation. In the event of a complaint regarding a Contractor's service (i.e. delivery delays, numerous backorders, failure to correct defective product deliveries, etc.), upon receipt by the State Procurement Office, Contractor shall be sent a copy of the complaint(s). Contractor shall meet with or contact the agency that issued the complaint at the agency's place of business to resolve the problem. This shall take place within five (5) business days of notification. Contractor shall contact and inform the Contract Administrator as to the corrective measures taken to resolve the complaint.

Should the Contractor consistently receive complaints and/or refuse to resolve the complaints, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

Resolution of complaints pursuant to product and vendor evaluation notifications shall be done at no additional charge to the State.

3.22 CONTRACT PAST PERFORMANCE DATA

Pursuant to Act 188, Session Laws of Hawaii, agencies are required to complete and submit a Contractor's past performance form for procurements conducted under competitive sealed bidding (HRS 103D-302) after the contract has been completed. The Contractor will have the ability to review and provide comments and upload documents, if applicable, before final submission by the Procurement Officer. The final completed past performance form will be posted on the Hawaii Awards and Notices Data System (HANDS) viewable to other government agencies and to the Contractor for whom the form was completed.

The completed form will be maintained in the Contractor Performance Database established, pursuant to ACT 188 SLH 2021, to capture a Contractor's performance information in a structured and uniform way that is accessible and utilized when future procurements need to determine a Contractor's responsibility.

SECTION FOUR: SPECIAL PROVISIONS

4.1 RECEIPT, OPENING, AND RECORDING OF BIDS

All bids received timely in HIePRO will be considered for award. Any bids received outside of HIePRO (i.e. email, facsimile, etc) shall be rejected and not considered for award.

Bids shall be automatically opened at the time and date specified in the Solicitation. The name of each Bidder, the bid price(s), and the title of attachments, if any, shall be made available in HIePRO. Documents posted as attachments will not be accessible, only the name of the uploaded file will be viewable.

All information pertaining to the bids shall be available for public inspection, upon request, after bid opening except to the extent that the bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) to facilitate public inspection of the non-confidential portion of the bid. Prices and makes, models. or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Procurement Officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree to the disclosure of data, such data shall be subject to written determination by the Attorney General for confidentiality. If the Attorney General determines in writing that the material so designated as confidential is subject to disclosure, the bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the bidder protests under HAR chapter 3-126.

Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 4.2.

4.2 MISTAKES IN BID

4.2.1 When the Procurement Officer knows or has reason to conclude before the award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section.

Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions. These irregularities/ informalities can be waived or corrected without prejudice to other Bidders.

4.2.2 Correction or withdrawal of a bid after the time and date set for the bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent that it is not contrary to the interest of the governmental agency or fair treatment of other Bidders.

4.2.3 When, after the bid opening but before the award, the Procurement Officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such Officer should request the Bidder to confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections “4.2.4” and “4.2.5” of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a Bidder to acknowledge receipt of an amendment to the IFB (if such acknowledgement is required by the IFB) but only if it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.

4.2.4 If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In the case of an error in addition, the sum of the total amount bid for each item added shall govern.

4.2.5 A Bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

4.2.6 A Bidder may not correct a mistake in a bid discovered after the award of the contract except where the Chief Procurement Officer or the Head of the Purchasing Agency makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

4.2.7 When a bid is corrected or withdrawn, or a correction or withdrawal is denied, under “4.2.3” or “4.2.4,” the Chief Procurement Officer or the Head of a Purchasing Agency shall prepare a written determination showing that the relief was granted or denied in accordance with HAR §3-122-31, subchapter 5 except that the Procurement Officer shall prepare the determination required under subsection (C).

4.3 BID INSPECTION

Bids to competitive sealed bids may be inspected only as provided for in Section 4.1 and after execution of contract.

Exhibits:

1. 103D General Provisions
2. AG 008 103D General Condition
3. FEMA Terms and Conditions

Attachments:

1. Attachment 1, Offer form OF-1
2. Attachment 2, Offer Form OF-2, Bidder Information
3. Attachment 3, Offer Form OF-3, Bidder References
4. Attachment 4, Offer Form OF-4, Bid Quotation (Pricing Pages OF-4)
5. Attachment 5, Form SPO-008, Certification of Recycled Content
6. Attachment 6, Form SPO-081, Hawaii Bidder/Offeror Preference Certification Form