LEGAL AD DATE: October 23, 2026

INVITATION FOR BIDS

IFB-3-AMD-2027

SEALED OFFERS
FOR
BEV Engine Compact Size Sedan
Automotive Management Division, Department of Accounting and General Services

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON HIEPRO SYSTEM

November 6, 2026

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO WILLIAM YIP,

TELEPHONE (808) 586-0353, OR EMAIL AT WILLIAM.Y.YIP@HAWAII.GOV

_____
WILLIAM YIP
Contract Administrator

_____
Name of Company

FURNISHING AND DELIVERING
BEV Electric Compact Size Sedan
AUTOMOTIVE MANAGEMENT DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
IFB No. IFB-3-AMD-2027

Procurement Officer
Automotive Management Division
Department of Accounting and General Services
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the General Specifications, Specifications, and Special Conditions attached here to, and in the General Conditions AG-008 , included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below):_____
City, State, Zip Code:_____

Business address (street address): _____
City, State, Zip Code:_____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

_____
Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address:
_____

** _____
Exact Legal Name of Company (Offeror)

******If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted:

Group 1: Four (4) only, new, model year 2026 or newer, BEV Electric Compact Size Sedan as specified herein. All vehicles must be of the same make and model.

State of Hawaii, Dealer License No.:_____

Make & Model:_____

Year of Manufacture:_____

Total Bid Price: $_____x_4 each = $_____
Unit Bid Price Total Bid Price

Offeror: _____
Name of Company

GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.

b. Manufacturer's standard and extended warranty of 36 months or 36,000 miles, EV Battery Warranty 10 years or 100,000 miles from the date the vehicle is delivered to AMD. Full coverage shall include cost of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.

c. Contractor shall provide a copy of the owner-operator manual and service/repair manual at the time vehicle is delivered.

d. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

e. Vehicle shall be completely serviced and in full operational condition upon delivery. Contractor will deliver vehicles no later than 365 days from the official commencement date on the State's Notice to Proceed.

f. Accessory equipment installed on the vehicle shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum of one (1) year or for the period guaranteed by the manufacturer, which ever is longer. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

g. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.

SPECIFICATIONS FOR ELECTRIC COMPACT SIZE SEDAN VEHICLES

All quantities listed represent a minimum, unless otherwise specified. Vehicles must come with original factory equipment with no aftermarket modifications/alteration/retrofits to meet requirement of specifications. Repair facility with parts should be on the island of Oahu. Able to charge on Level 2 commercial charger.

1.	Model Year:	2026 or Newer
2.	Model:	Chevrolet Bolt, Nissan Leaf, or similar
3.	Wheelbase:	102 inches minimum, 110 inches maximum
4.	Engine:	BEV Electric Engine.
5.	Transmission:	BEV Electric Transmission
6.	Steering:	Power Assisted with Stability Control System
7.	Brakes:	4 Wheel Anti-Lock System, 4 Wheel Disc Brakes
8.	Wheels:	15-inch Radial Tires minimum
9.	Interior:	5-passenger seating capacity (5 seat belt positions) Air conditioning AM/FM Radio Dual Front Air Bags (SRS) Standard vinyl or cloth upholstery Power window/door locks
10.	Exterior:	Color: Prefer White 4 Doors Dual outside mirrors
11.	Other:	Operator's manual Mileage shall not exceed 100 miles at the time of delivery Able to legally operate on Oahu freeways Two (2) sets of keys Floor mats Vehicle safety inspection not less than 30 days of expiration at time of delivery. Warranty: 7-year manufactures bumper to bumper starting from time of delivery to the state motor pool

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Contract Administrator (CA)/ Procurement Officer	=	The DAGS/AMD Division Chief or his designee.
State	=	State of Hawaii.
DAGS/AMD	=	State of Hawaii /Department of Accounting and General Services/Automotive Management Division.
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.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
General Conditions	=	General Conditions, AG-008 issued by the State Office of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of 2026 or Newer BEV Electric Compact Size Sedan for the DAGS-AMD, shall be accordance with these General Specifications, Special Conditions, attached hereto, and the General Conditions AG-008, included by reference. http://www4.hawaii.gov/bidapps/general_terms.cfm.

APPROVALS

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

CONTRACT ADMINISTRATOR

For the purposes of this contract, Mr. William Yip is the designated CA. Mr. Yip telephone number is (808) 586-0353.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB 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 cost which have been quoted in this IFB 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.

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.

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 for the item number, a contract will be awarded to that Offeror.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island of Oahu.
If Offeror does not have a facility on Oahu where the vehicle will be serviced, he shall arrange with a company on Oahu to provide the State with repair services and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the offeror to meet this requirement shall result in rejection of bid.

Vehicles must come with original factory equipment with no after market modifications/alteration/retrofits to meet requirement of specifications.

State License. Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set for the in said statute by listing the license number in the space provided on the Offer Form.

Chapter 437-2(e), HRS, provides that, notwithstanding any provisions of HRS Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding HRS Section 437-2(b).

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

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 §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and

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.

SUBMISSION OF OFFER (LUM SUM BID IN HIEPRO SYSTEM)

Offeror must submit the completed OF-1 and OF-2 through Hiepro as a PDF.

BID PREPARATION

Offer Form, Page OF-1 and OF-2. 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 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.

Unit Bid Price**.** Unit Bid price quoted shall be the all-inclusive price based on delivery to destination and include all other costs and applicable taxes. Offeror's vehicles shall be of the same make, model and year of manufacture.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

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 and the applicable use tax at the current 1/2% rate. 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 §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.

Make, Model and Other Information. Offeror(s) must identify on the offer form, the year of manufacture, the exact manufacturer name (make) and model of vehicles offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet to the bid for that purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer equipment as specified may result in rejection of bid.

Brochures and Specifications Literature**.** Upon the request of the DAGS/AMD, the Offeror shall submit with the bid, current brochures and/or specifications literature. The Offeror shall furnish at his own expense and within five working days from date of DAGS/AMD's request, any information required to determine acceptability of vehicle or accessory equipment offered.

Offer Guaranty**.** Bid security deposit is not required for this bid.

AWARD OF CONTRACT

Method of Award. Award if made, shall be to the most responsive, responsible Offeror submitting the lowest estimated total sum for item. Offeror is not required to bid on every group to be considered for award. However, Offeror must bid on every item within a group to be considered for that group award.

Awards shall be contingent on the availability of funds. The State reserves the right to cancel this IFB and/or reject any and all offers in whole or in part when it is determined to be in the best interest of the State.

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310(c), HRS. If compliance documents have not been submitted to the DAGS/AMD prior to award, the lowest responsive Offeror shall produce documents to the Procurement Officer prior to contract execution to demonstrate compliance with this section.

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 DAGS/AMD.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) 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://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

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
IRS:	(808) 539-1573

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 DAGS/AMD. However, the tax clearance certificate shall be submitted to the DAGS/AMD.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. 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 DAGS/AMD. A photocopy of the certificate is acceptable to the DAGS/AMD.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at http://hawaii.gov/labor/formsall.shtml 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 DAGS/AMD.

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

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive offeror shall be required to submit a C*ERTIFICATE 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 DAGS/AMD. A photocopy of the certificate is acceptable to the DAGS/AMD.

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 www.BusinessRegistrations.com. 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.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at http://vendors.ehawaii.gov to acquire a "Certificate of Vendor Compliance." The 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 contracting purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of $12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DAGS/AMD 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. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

If the award is in excess of $25,000, the State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days or as may otherwise be allowed by the DAGS/AMD Procurement Officer. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. 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.

For awards totaling $25,000 or less, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Conditions and General Conditions incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

NOTICE TO PROCEED

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

QUALITY OF VEHICLE

Vehicle furnished under these specifications shall be new, the best quality of its respective kind. Vehicle shall be free from defects that may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Vehicle offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the vehicle.

Failure to replace any rejected items shall not relieve Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific 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.

EPA REQUIREMENT

All vehicle furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

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

DELIVERY

New vehicles furnished under these specifications shall be delivered within three hundred sixty-five (365) calendar days of the official commencement date on the Notice to Proceed. Vehicles shall be delivered to the following address:

Department of Accounting and General Services
Automotive Management Division
Central Motor Pool
869-A Punchbowl Street
Honolulu, Hawaii 96813
Attn: Mr. William Yip
Phone: (808) 586-0353

Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment. Prior to delivery, Contractor must contact the State representative listed at least 3 calendar days prior to the actual delivery date to coordinate delivery arrangements.

DELIVERY EXTENSION

Contractor shall complete delivery within the time specified in the contract. If the Contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for delays provided they notifies the Contact Administrator prior to the scheduled delivery date and the

reasons for the delay is determined to be beyond the control of the Contractor as solely determined by the State.

The Contract Administrator shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

If the delay is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

CERTIFICATES REQUIRED

1. Current (within 30 days) Hawaii Safety Inspection Certificate (in duplicate) and decal;
2. Application for Registration of Passenger Carrying Motor Vehicle; Form #DF-L-1 (Rev. 1/84) or its latest revision;
3. Odometer certification;
4. Notarized Certificate Bill of Sale (not required of Oahu dealerships); and
5. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g. vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.

These certificates are essential for the proper registration and licensing of used and new vehicles. Therefore, acceptance of and payment of the vehicle delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the County where the vehicle is delivered.

LIQUIDATED DAMAGES

Refer to Paragraph 9 of the General Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS ($10.00) per each and every calendar day per item that the Contractor fails to perform in whole or in part any of his obligations specified herein.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Department of Accounting and General
Services, Automotive Management Division
P.O. Box 119
Honolulu, Hawaii 96810-0119
Attn: Seema Sueko-Low
Phone: (808) 586-0350

Invoice should reference both the contract number and the Invitation for Bids number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services and Construction – Chapter 103D, HRS, menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract 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 §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, which requires payment within a shorter period or interest payment not in conformance with statute.

PROTEST

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 offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The posting of the award shall be done at http://www.hawaii.gov/spo2/source/ under the section of "Invitation For Bids". It is the responsibility of the Offeror to visit this site regularly to check for the posting of the award.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DAGS/Automotive Management Division, 869a Punchbowl Street, Honolulu, Hawaii 96813.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these General Specifications, Specifications, Special Conditions, and General Conditions as specified herein, the State reserves the right to purchase in the open market, a corresponding quantity of the goods specified herein and to deduct from any moneys 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.

STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

(1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

_____

_____,

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

(2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;

(3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and

(4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

_____
Signature of Authorized Officer

_____
Print Name and Title

_____
Date