



# STATE PROCUREMENT OFFICE

RELEASE DATE: AUGUST 27, 2020

## INVITATION FOR BIDS No. IFB-21-009-SW

### SEALED BIDS FOR Furnishing And Delivering Of Chemical Disinfectants and Cleaning Supplies for Use Against COVID-19 Statewide

WILL BE RECEIVED UP TO 2:00 P.M. HST ON

SEPTEMBER 18, 2020

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO CHRISTOPHER AMANDI AT (808) 587-4706 OR E-MAIL AT [Christopher.j.amandi@hawaii.gov](mailto:Christopher.j.amandi@hawaii.gov).

Bonnie Kahakui  
Procurement Officer

IFB-21-009-SW

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**SECTION ONE:  
SPECIFICATIONS & SCOPE OF WORK**

**1.1 SCOPE OF WORK**

The furnishing and delivering of chemical disinfectants for use against the virus SARS-CoV-2, causing the disease COVID-19 as ordered by the various agencies Statewide, shall be in accordance with this solicitation, including its attachments and any addenda.

A SPO price list contract will be issued as a result of any awards made for this Invitation for bids (IFB).

Should the State determine that there is a need for additional suppliers, the State may re-solicit after the first year of the resulting state price list contract.

**1.2 DEFINITIONS**

1.2.1 "OSHA" means Occupational Safety and Health Administration.

1.2.2 "EPA" means United States Environmental Protection Agency.

1.2.3 "SARS-CoV-2" means "severe acute respiratory syndrome coronavirus 2", thereby naming the virus responsible for the coronavirus disease (COVID-19)

1.2.4 "CAS Registry Number" is a unique numerical identifier assigned by the Chemical Abstracts Service (CAS) to every chemical substance described in the open scientific literature.

1.2.5 "AC" or Available Chlorine means the portion of the total chlorine remaining in chlorinated water that is not combined with ammonia, or nitrogen, or other organic compounds and that will react chemically with undesirable or pathogenic organisms.

1.2.6 "IBC" or Intermediate Bulk Containers are DOT/UN approved containers designed for the reusable handling of hazardous, non-hazardous, and food grade bulk liquids, solids, granulated goods, and semi solids. These containers are known commonly as IBC tanks, IBC totes, and simply as IBCs.

**1.3 GENERAL GROUP INFORMATION**

**1.3.1 GROUP A – ALCOHOLS**

Isopropyl (CAS# 67-63-0) or Ethanol (CAS# 64-17-5) in a concentration not less than 70% and not higher than 80%

For Group A, all containers accommodating defined chemicals shall meet the appropriate OSHA labeling and containment requirements. Bidder shall furthermore submit documentation verifying EPA registration on Agency's list N: Disinfectants for Use Against SARS-CoV-2 (COVID-19), as well as the appropriate Safety Data Sheet (SDS).

- Item No. 1 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 16 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate fields. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 2 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 24 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 3 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 32 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 4 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 48 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 5 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 16 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 6 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 24 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
  
- Item No. 7 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 32 fl. oz. - Please indicate price per

pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

- Item No. 8 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 48 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 9 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of 64 fl. oz. (0.5 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 10 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of 128 fl. oz. (1 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 11 Ethanol or Isopropyl alcohol in a concentration of  $\geq 70\%$  AND  $\leq 80\%$ ; sold in a drum, with a content of 55 gallons (7,040 fl. oz.) - Please indicate price drum on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per drum to be indicated in the appropriate field on Offer Form 3.

### 1.3.2 GROUP B – Hydrogen Peroxides

Hydrogen Peroxide (HP) or Accelerated Hydrogen Peroxide (AHP) - (CAS# 77-84-1) in a concentration of not less than 0.5% and not higher than 3%

For Group B, all containers accommodating defined chemicals shall meet the appropriate OSHA labeling and containment requirements. Bidder shall furthermore submit documentation verifying EPA registration on Agency's list N: Disinfectants for Use Against SARS-CoV-2 (COVID-19), as well as the appropriate Safety Data Sheet (SDS).

- Item No. 12 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 16 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3

in the appropriate fields. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

- Item No. 13 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 24 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate fields. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 14 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 32 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate fields. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 15 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Trigger Spray Bottles each, with a content per Spray Bottle of 48 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate fields. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 16 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 16 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 17 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 24 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 18 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 32 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 19 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 8-16 Bottles with screw cap each, with a content per Bottle of 48 fl. oz. - Please indicate price per

pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

- Item No. 20 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of 64 fl. oz. (0.5 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 21 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of 128 fl. oz. (1 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 22 Hydrogen Peroxide in a concentration of  $\geq 0.5\%$  AND  $\leq 3\%$ ; sold in a drum, with a content of 55 gallons (7,040 fl. oz.) - Please indicate price drum on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per drum to be indicated in the appropriate field on Offer Form 3.

### 1.3.3 GROUP C – Chlorines (Bleach)

Liquid Chlorine or Sodium Hypochlorite (CAS# 7681-52-9)

Bleach shall have an expiration date no earlier than 10 months after the receipt at the buyers designated shipping address. Sodium Hydrochlorite solutions solicited shall have an Available Chlorine (AC) content of at least 5% and not more than 10%

For Group C, all containers accommodating defined chemicals shall meet the appropriate OSHA labeling and containment requirements. Bidder shall furthermore submit documentation verifying EPA registration on Agency's list N: Disinfectants for Use Against SARS-CoV-2 (COVID-19), as well as the appropriate Safety Data Sheet (SDS).

- Item No. 23 Bleach (Liquid Chlorine or Sodium Hypochlorite) in a concentration of  $\geq 5\%$  AND  $\leq 10\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of 64 fl. oz. (0.5 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 24 Bleach (Liquid Chlorine or Sodium Hypochlorite) in a concentration of  $\geq 5\%$  AND  $\leq 10\%$ ; sold in cases/ packs of 2-6 Jugs with handle and screw cap each, with a content per Jug of

128 fl. oz. (1 gallon) - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

#### **1.3.4 GROUP D – Containers to be filled with disinfectants for use for by end user**

Containers shall be made of best quality plastic, fully functional, and compatible to hold the specified chemical disinfectants (Group A-C) without disintegrating.

Item No. 25 Chemical resistant Trigger Sprayer for compatible chemical resistant bottle - Please indicate price per pack/case and the number of Sprayers per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

Item No. 26 Empty, chemical resistant bottle with screw cap , compatible to solicited chemical disinfectants, able to handle Trigger Sprayer. Contents 16 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

Item No. 27 Empty, chemical resistant bottle with screw cap , compatible to solicited chemical disinfectants, able to handle Trigger Sprayer. Contents 24 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

Item No. 28 Empty, chemical resistant bottle with screw cap , compatible to solicited chemical disinfectants, able to handle Trigger Sprayer. Contents 32 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

Item No. 29 Empty, chemical resistant bottle with screw cap , compatible to solicited chemical disinfectants, able to handle Trigger Sprayer. Contents 48 fl. oz. - Please indicate price per pack/case and the number of bottles per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

Item No. 30 Empty, chemical resistant Jug with handle and screw cap, compatible to solicited chemical disinfectants. Capacity 128 fl. oz. - Please indicate price per pack/case and the number of jugs per



pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

- Item No. 31 Empty, chemical resistant Jug with handle and screw cap, compatible to solicited chemical disinfectants. Capacity 128 fl. oz. - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 32 Set of chemical resistant Trigger Sprayer with empty, compatible chemical resistant Bottle - 16 fl. oz. capacity. - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 33 Set of chemical resistant Trigger Sprayer with empty, compatible chemical resistant Bottle - 24 fl. oz. capacity. - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 34 Set of chemical resistant Trigger Sprayer with empty, compatible chemical resistant Bottle - 32 fl. oz. capacity. - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 35 Set of chemical resistant Trigger Sprayer with empty, compatible chemical resistant Bottle - 48 fl. oz. capacity. - Please indicate price per pack/case and the number of jugs per pack/case on separate Offer Form 3 in the appropriate field. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 36 Chemical-resistant IBC tank/ tote surrounded by galvanized steel cage and mounted to steel frame pallet. Capacity 275 gallons. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

- Item No. 37 Chemical resistant, gravity fed IBC Hose with nozzle, for dispensing specified chemical disinfectants from IBC tanks with appropriate adapter. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.
- Item No. 38 Chemical resistant spill containment pallet, including drain and integrated pail holder, compatible with IBC Tank/ Tote. Shipping costs to Hawaii per case/pack to be indicated in the appropriate field on Offer Form 3.

#### **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 with items of the 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, Christopher J. Amandi, Purchasing Specialist, (808) 587-4706, [Christopher.J.Amandi@Hawaii.gov](mailto:Christopher.J.Amandi@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 HlePRO [pronounced 'HI-PRO'] to electronically solicit and receive bids for procurements. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website : <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then select Vendor registration Guide.

The State will use HlePRO to issue the IFB, receive Offers, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Bidder to receive any materials updated through the IFB Process on a timely basis.

As part of this procurement process, Bidders are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium (HIC), the vendor administering HlePRO.

**HlePRO Special Instructions**

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

Bidders are advised to not wait until the last minute to submit their offer on HlePRO. Bidders should allow ample time to review their submitted offer on HlePRO, including all attachments, prior to the due date and time. If the submission of the offer is not completed and submitted by the due date and time, HlePRO will not accept the offer.

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

**2.2 FORMAT INSTRUCTIONS FOR SUBMITTING OFFER ON HlePRO**

Offers shall be submitted as attachments on HlePRO

Proprietary information shall be contained in a separate file that is clearly identified as proprietary confidential information.

### **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:

- A. 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.
- B. Unless otherwise required by law, the cost 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.
- C. 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**

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 also 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.

Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the State Procurement Office 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 BIDDER SUBMITTAL AND CONTENT**

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 TAX LIABILITY**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractors are advised that they are liable for the Hawaii GET at the current 4.0% rate for sales made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. If, however, an Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

### **2.7.1 County Surcharge**

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

### **2.7.2 Federal I.D. Number and Hawaii General Excise Tax License I.D.**

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.

## **2.8 OFFER PREPARATION**

### **2.8.1 Offer Form, Page OF-1**

Bidder is requested to submit its offer 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 the proper execution of the contract.

The submission of the bid on HlePRO shall indicate the Bidder's intent to be bound.

### **2.8.2 References, Page OF-2**

Bidder shall furnish on the Offer Form, page OF-2, the names and addresses of at least three (3) 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 past and/or current performance.

### **2.8.2 Bid Quotation (Pricing Page OF-3)**

Unit bid prices shall 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 or use tax and county surcharge for all sales. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island. No other charges will be honored, except as specified herein.
3. Include all applicable taxes and any other costs incurred to provide goods specified.
4. Shipping costs to the State of Hawaii shall be quoted separately for each group and unit, except where already included in the units price. Prices for units of groups A-D that include the shipping costs shall be marked accordingly. For shipping costs varying depending on the order volume, a separate table or calculation formula shall be provided.
5. Additional delivery costs to the individual purchasing agencies' delivery address shall be quoted upon submittal of each order and require an additional confirmation from the buying agency before the order is being considered placed.

Bidder is not required to bid on every Tier to be considered for award.

### **2.8.3 Brand Name(s) and Model Number(s).**

If indicated on the Offer Form page, Bidder shall identify the exact brand(s) and manufacturer name(s). Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the Bidder's bid the State will not be able to determine from the information given whether the product is acceptable or not and 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.**

When requested by the State, the Bidder shall submit at his own expense, 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 testing purposes will become the property of the State and will not be returned to the Bidder. The State shall be the sole judge as to the suitability of the item, and its decision will be final.

Bidder shall identify all samples by brand name and product or model number, exactly as offered in the IFB in order 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 positive 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.

## **2.9 QUANTITIES**

The State reserves the right to purchase the quantities outlined in the varying tiers at the prices quoted in this solicitation. Orders will be placed with the Contractor by the ordering agency and the Contractor shall specify delivery date. There is no limit as to the number of orders that may be placed by the State. This is an ordering contract with no promise of minimum or maximum orders or quantities.

## **2.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF BIDS**

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

Any change, addition, deletion of attachment(s) of a bid may be made prior to the deadline for submittal of bids in the electronic system.

**SECTION THREE:  
CONTRACT AWARD AND TERMS**

**3.1 METHOD OF AWARD**

Award(s), if made, shall be to the responsive, responsible Bidder submitting the lowest estimated Total Sum Bid Price per Group for other Counties (Hawaii, Maui, Kauai, and Molokai/Lanai). For the purposes of this solicitation, there are five (5) counties: Oahu, Hawaii, Maui, Kauai, and Molokai/Lanai.

Bidder is not required to bid on every County to be considered for award, nor is Bidder required to bid on every Group within a County to be considered for award. However, Bidder must bid on every Item within a Group in a County to be considered for that County's Group award(s).

**3.2 RESPONSIBILITY OF BIDDERS**

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to 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)**

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.



## **5.2.2 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.

## **3.2.3 Verification of Compliance on HCE**

Prior to awarding this contract, the SPO will verify compliance of the Contractor(s). The State will not verify compliance on HCE throughout the term of the contract. Purchasing agencies are required to verify compliance prior to issuing a contract, purchase order, or pCard payment when utilizing this SPO Price List Contract.

## **3.2.4 Vendor Compliance - Paper Documents**

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

## **3.2.5 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). 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.

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

## **3.2.5 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 to the SPO.

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/>.

### **3.2.6 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.**

The Contractor 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 the SPO.

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/>.

### **3.2.7 Timely Registration**

The above certificates should be applied for and submitted to the SPO 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.

### **3.2.8 Verification of Compliance**

Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their 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.

The notice of award, if any, resulting from this solicitation shall be posted on HlePRO.

### **3.4 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.

### **3.5 CONTRACT EXECUTION**

Successful Bidder receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. 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.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.

### **3.6 ORDERING**

The State 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 its 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.

### **3.7 DELIVERY**

Deliveries by the Contractor shall be delivered to ordering agency within fourteen (14) working days from receipt of signed order.

Additional delivery costs to the individual purchasing agencies' delivery address shall be quoted upon submittal of each order and require an additional confirmation from the buying agency before the order is being considered placed.

Contractor shall make shipment to the agency designated on the order. On orders subject to quantity discounts, the Contractor is required to make delivery to one address only. On orders where the delivery address is not stated, the Contractor shall contact the appropriate agency to obtain the delivery address.

Any products damaged, defective or spoiled will not be accepted by the ordering agencies and the Contractor shall be responsible for replacing them.

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

Should the contractor fail or delay in the completion of delivery in accordance with the terms of the contract and the State finds it necessary to buy said swab testing kits from another supplier at emergency or premium cost, the State shall have the right to assess the entire cost thereof to the Contractor.

### **3.8 PRICE ADJUSTMENT**

There shall be no price adjustment during the first twelve (12) months of the contract. 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 up to four (4) additional twelve (12) month periods. The Contractor, at least sixty (60) days prior to the expiration of the contract, may request an increase in the contract price not to exceed 5% for the contract extension period when there is a substantial increase in the cost of materials or freight. The Contractor may submit a price increase adjustment request for any twelve (12) month contract extension period. Such requests must be in writing to the Procurement Officer and shall meet the following conditions:

1. Request for a price increase shall be limited to the 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 cost imposed upon the Contractor by the freight forwarder.
3. The Contractor shall submit at the time of written request, documentation or verification that the increase is the result of a manufacturer or supplier increase in the cost of materials or transportation. Price increases are not automatic and documentation to substantiate a price increase shall include, but not be limited to, actual invoices evidencing that the Contractor has actually incurred increased manufacturing and/or distribution prices for a sustained period of time. Other evidence may be required to justify the cost reasonableness of the proposed increase.

### **3.9 USAGE REPORTS**

Contractor shall submit a quarterly State of Hawaii gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the General Information, Section 1.4 (or as amended), in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/ Agency Name	Unit of Measure
Date of Purchase	Item No./Part number (if applicable)
Product/ Service Description	MSRP List Price
Quantity	Contract Price

The quarterly report shall also include any adjustments.

**3.10 NOTICE TO PROCEED**

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

**3.11 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 (C&C of Honolulu)
Department of Education (DOE)	Honolulu City Council
(Excludes Charter Schools)	Honolulu Board of Water Supply
Hawaii Health Systems Corporation	Honolulu Authority for Rapid Transportation
(HHSC)	(HART)
University of Hawaii (UH)	County of Hawaii
Office of Hawaiian Affairs (OHA)	Hawaii County Council
House of Representatives (House)	County of Hawaii-Hawaii Department of Water
Senate	Supply
Judiciary	County of Maui
	Maui County Council
	County of Maui-Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai-Department of Water

**3.12 INSURANCE**

Prior to the contract start date, the Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractor(s), if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor(s) or anyone directly or indirectly employed by either of them. If any Subcontractor(s) is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor(s) and naming the Subcontractor(s) as additional insured, the Contractor may require the Subcontractor(s) to provide its own insurance, which meets

the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Products/Completed Operations (occurrence form)	\$1,000,000 aggregate

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

Manufacturers of the solicited goods require additionally Products/Completed Operations coverage; \$2,000,000 aggregate limits:

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Products/Completed Operations (occurrence form)	\$2,000,000 aggregate

Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed in the State of Hawaii.
- B. "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."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this IFB have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this IFB. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

### **3.13 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC (HIC)**

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

### **3.14 TERMINATION/RESCISSION OF AN AWARD**

If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with HIC. To receive the credit, the vendor must make a request to HIC for a credit.

### **3.15 INVOICING AND PAYMENT**

**3.15.1** The State's purchasing card (pCard) shall be used for all orders totaling less than \$2,500. This requirement is for all agencies of the Executive branch departments with the exception of the University of Hawaii, the Department of Education, the Hawaii Health Systems Corporation, and the Office of Hawaiian Affairs. Agencies may continue to issue purchase orders for their transactions with contract contractors who do not accept the pCard, or who assess fees to customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that the contractor does not accept the pCard or assesses a fee for credit card usage.

**3.15.2** Hawaii GET and County surcharge. Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency for those agencies issuing purchase orders. For all orders placed against this contract, Contractor(s) may assess the ordering agency 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 receipt of goods.

### **3.16 CONTRACT INVALIDATION**

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

### **3.17 SUBCONTRACTING**

The Contractor shall not delegate any duties listed in this solicitation to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

Bidder shall provide on the appropriate Offer Form, page OF-2, the names and addresses of each person or firm to be engaged by the Bidder as subcontractor, if any, and shall indicate the scope of the work to be performed by the subcontractor. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his obligation and liability under his contract with the State, and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor. If the entire job will be done by the Bidder, Bidder must indicate so. Failure to comply with this request may result in rejection of bid.

### **3.15 GUARANTEE**

If the disinfectants are found unsatisfactory, they will be replaced by the Bidder without additional cost to the State within thirty (30) days after notification.

### **3.19 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the



Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the goods and to deduct such costs from monies due to the Contractor.

### **3.20 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 SPO price list contracts.

A listing of nonprofit organizations (“nonprofits”) is available at the SPO 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.

## **SECTION FOUR: SPECIAL PROVISIONS**

### **4.1 RECEIPT, OPENING, AND RECORDING OF BIDS**

All bids received in HlePRO will be considered for award. Any bids received outside of HlePRO (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 HlePRO. 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 so designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and model 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 as 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** Mistakes shall not be corrected after award of contract..

**4.2.2** 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 offer. If the Bidder alleges mistake, the offer may be corrected or withdrawn pursuant to this section.

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

**4.2.3** Correction or withdrawal of an offer after the time and date set for the offer opening because of an inadvertent, nonjudgmental mistake in the offer 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 offer may not be corrected. Offer 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.

**4.2.4** 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.

- 4.2.5** 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.
- 4.2.6** 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.
- 4.2.7** 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.
- 4.2.8** When an offer is corrected or withdrawn, or a correction or withdrawal is denied, 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**

Offers to Invitation For Bids (IFB) may be inspected only as provided for and after award of contract. During the evaluation and award recommendation period, offers will not be available for inspection. For IFBs, except for confidential portions, the offers shall be made available for public inspection upon protesting of award pursuant to HRS 103D-701.

### **4.4 VENDOR AND PRODUCT EVALUATION**

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

#### **4.4.1 Product Evaluation**

Upon receipt by the SPO, Contractor shall be sent a copy of the complaint(s) regarding product quality. Contractor shall follow up the complaint(s) with the manufacturer and respond to the SPO 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 delete product from the contract.

#### **4.4.2 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.), 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 one (1) week of notification. Contractor shall contact and inform the SPO Purchasing Specialist as to the corrective measures taken to resolve the complaint.

Should the Contractor consistently receive complaints about poor service or refuses 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.

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

#### **4.5 BIDDER QUALIFICATIONS**

In addition to meeting legal and other requirements of this solicitation, the Bidder must meet the following requirements to be considered for award.

##### **4.5.1 References**

Bidder shall also provide at least three (3) references for which Bidder has provided or is currently providing disinfectants or similar to those requested on this solicitation. All work for these references must have been performed within the nationally declared COVID-19 pandemic. Bidder shall list three (3) references on Offer Form page, OF-2.

The State reserves the right to contact any of the listed companies to inquire about Bidder's past or current performance.

#### **5.6 PERMITS, LICENCES AND TAXES**

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate this contract.

#### **5.7 INSPECTIONS AND/OR AUDITS**

All work done shall be subject to inspection and approval by the Contract Administrator, so as to ascertain that the goods rendered are in accordance with

requirements and intentions of the Specifications and Special Provisions.

## **5.8 MULTIPLE OR ALTERNATE OFFERS**

Pursuant to HAR §3-122-4, multiple or alternate offers from the same Bidder will not be accepted and all such offers shall be rejected. An Bidder may submit only one (1) offer in response to a solicitation. Similarly, an Bidder may submit only one offer for each line item (if any) of a solicitation. If an Bidder submits more than one offer per line item, then all offers for that line item shall be rejected.