



STATE OF HAWAII
DEPARTMENT OF HEALTH
DISEASE OUTBREAK CONTROL DIVISION

JANUARY 8, 2025

INVITATION FOR BIDS
IFB No. DOCD-2025-504

FOR THE PROVISION OF
BACK-UP GENERATOR RENTAL AND MAINTENANCE SERVICES

Offers shall be received via the Hawaii State eProcurement System (“HIePRO”) no later than the date and time stated on HIePRO and must be submitted in strict accordance with the instructions therein.

Questions relating to this solicitation may be directed to:

Amber Wright
1000 Bishop Street
Honolulu, HI 96813
Phone: (808) 466-3686
Email: amber.wright@doh.hawaii.gov

The Department of Health reserves the right to reject any or all bids and waive any defects when such rejection will be in the best interest of the public.

Amber Wright
Procurement Officer

TABLE OF CONTENTS

SECTION 1: ADMINISTRATIVE OVERVIEW pg. 3

SECTION 2: SPECIAL PROVISIONS pg. 5

SECTION 3: SPECIFICATIONS pg. 7

SECTION 4: BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS pg. 11

SECTION 5: ATTACHMENTS pg. 15

 ATTACHMENT 1: GENERAL CONDITIONS

 ATTACHMENT 2: SPECIAL CONDITIONS

 ATTACHMENT 3: OFFER FORM

 ATTACHMENT 4: PRICE QUOTATION FORM

 EXHIBIT A: SAMPLE MAINTENANCE INSPECTION TEMPLATE

SECTION 1
ADMINISTRATIVE OVERVIEW

Bidders are encouraged to read each section of the IFB thoroughly. While sections such as the administrative overview may appear similar among IFBs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Bidder to understand the requirements of *each* IFB.

- A. Bidders may submit questions to this IFB solicitation in the Q&A section in HIePRO. Written questions must be received by the date and time specified in HIePRO. The purchasing agency will respond to written questions to the IFB at the date and time specified in HIePRO.
- B. Bidders shall designate those portions of their bid that contain trade secrets or other proprietary data that are to remain confidential, subject to section 3-122-30(c) and (d). The material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.

Note that price is not considered confidential and will not be withheld.

- C. This IFB is issued under the provisions of the Hawaii Revised Statutes (“HRS”) Chapter 103D and its administrative rules, Hawaii Administrative Rules (“HAR”) Chapters 3-120 to 3-132. All prospective Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a bid by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.
- D. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and in accordance with §103D-309, HRS, and subject to the availability of State and Federal funds.
- E. A Notice of Award of the Contract shall be made to the lowest responsive, responsible bidder or bidders.
- F. The Notice of Award shall be made available in HIePRO. Failure by the chosen vendor to inform the Contact Person of an intent to accept the award within five days of the Notice of Award will be deemed a rejection of the award. The chosen vendor shall accept award by emailing the Contact Person listed in this IFB and paying the

HiePRO fee.

- G. Pursuant to HAR §3-122-97, a bid shall be rejected for reasons including but not limited to:
1. The bidder is nonresponsive as determined in [HAR 3-122] subchapter 13; or
 2. The bid is not responsive, that is, it does not conform in all material respects to the solicitation by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the solicitation, pursuant to section 3-122-33.
- H. The Contractor shall be subject to a one-time mandatory HiePRO fee of .75% (0.0075) of the award amount or \$5,000.00, whichever is less. HiePRO is administered by Tyler Technologies, Inc. Tyler Technologies, Inc. shall invoice the Contractor directly for payment of the HiePRO fee. Payment must be made within thirty (30) days from receipt of invoice.

SECTION 2
SPECIAL PROVISIONS

- A. TERM OF CONTRACT. The CONTRACTOR shall enter into a fixed price with price adjustment Contract for the provision of back-up generator rental and maintenance services for a twelve (12) month period.
- B. OPTION TO RENEW. Unless terminated, the contract may be extended for not more than five (5) additional twelve (12) month periods without the necessity of rebidding, upon mutual agreement, in writing, prior to expiration of the Contract, subject to availability of funding.
- C. PRICE ADJUSTMENT. Bid prices may be eligible for adjustment to reflect fair market value at the time of optional renewal. Rate increases shall not exceed ten percent (10%) of the current period rate.
- D. CONTRACT EXECUTION. The successful Bidder shall enter into a formal written contract with the STATE. In submitting a bid, the Bidder will be deemed to have agreed to each provision set forth in Attachment 1, General Conditions, Attachment 2, Special Conditions, and any other terms as may be agreed to by the STATE and CONTRACTOR. The STATE shall have no obligation to accept terms and conditions that vary from those set forth in the aforementioned attachments.

Upon selection and award of the contract, the STATE may send the formal contract to the successful Bidder via an electronic signature process. The STATE reserves the right to cancel any contract and request new bids or negotiate with remaining Bidders if the STATE is not satisfied with the awarded Contractor's performance.

No work is to be undertaken by the Bidder awarded a contract prior to the contract commencement date, unless the CONTRACTOR receives a formal Notice to Proceed from the STATE. The State of Hawaii is not liable for any costs incurred prior to the official starting date of the contract.

No contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all parties thereto.

- E. OWNERSHIP, CONFIDENTIALITY AND DATA SECURITY. The CONTRACTOR(s) shall ensure that personnel engaged pursuant to a Contract shall

adhere to all State laws, policies, procedures, and guidelines relating to confidential information, including personal identifiable information and health information and take reasonable precautions to prevent the unauthorized disclosure of any and all individual identifiable health information required to be obtained, used, and maintained by the STATE under a Contract, in accordance with Article I, Section 6, Right to Privacy, of the Hawaii State Constitution, and sections 325-4 and 321-29(g), Hawaii Revised Statutes.

SECTION 3
SPECIFICATIONS

- A. SCHEDULE: Deliver one (1) portable, trailer mounted, diesel fueled stand-by, Environmental Protection Agency ("EPA")-compliant generator with weatherproof, level 2 sound attenuated enclosure and base fuel tank generator ("generator"), and perform fifty-two (52) weekly generator maintenance inspections per contract year. Delivery, pick-up, and weekly maintenance inspection dates shall be arranged and agreed upon by the Contractor and the State no less than one (1) week in advance.
- B. QUANTITY: One (1) portable, trailer mounted, diesel fueled stand-by, EPA-compliant generator with weatherproof, Level 2 sound attenuated enclosure and base fuel tank generator ("generator"), inclusive of fifty-two (52) weekly generator maintenance inspections performed per contract year.
- C. SERVICE DELIVERY AND ACCOMPANYING REPORTING: Contractor shall deliver, pick-up, and perform weekly maintenance inspections at the location site below during normal business hours. Maintenance inspection reporting requirements are specified in section G, "Service Specifications."
- D. GEOGRAPHIC LOCATION:
State of Hawaii Department of Health
Kinau Hale Building
1250 Punchbowl Street
Honolulu, HI 96813
- E. POINT OF CONTACT: Heather Winfield-Smith

1250 Punchbowl Street, Room 468
Honolulu, HI 96813
Tel. 808-586-8348
Email: h.winfield-smith@doh.hawaii.gov
- F. GOODS SPECIFICATIONS:

The STATE is seeking to rent a portable, trailer mounted, diesel fueled standby, Environmental Protection Agency ("EPA")-compliant generator with weatherproof, Level two (2) sound attenuated enclosure and base fuel tank (generator) and maintenance services.

The CONTRACTOR shall:

1. Furnish all personnel, equipment, materials, tools, supplies, transportation and appurtenances required to deliver the goods and services requested herein.
2. The vendor shall work with the contracted electrical consultant and electrical contractor on an as-needed basis as requested by the STATE to ensure safe, proper, and efficient installation of the generator.
3. Bidder shall provide a bid for the back-up generator that meets the following specifications:
 - a. Sized at sixty kilowatts (60kW)/seventy-five kilo-volt-amperes(75kVA) (minimum) at 0.8 lagging power factor;
 - b. 208Y/120 volts, three phase, four wire;
 - c. Minimum motor starting capability of 82kVA.with a maximum instantaneous voltage dip of no more than thirty percent (30%) based on National Electrical Manufacturers Association, Motors and Generators 1 (“NEMA MG-1”) standard;
 - d. Remote start with dry contact being controlled from an ASCO automatic transfer switch (“ATS”); and
 - e. Contain a jacket water heater and battery charger.
4. Fuel Tank: The base fuel tank sized for a minimum generator run time of twenty-four (24) hours at seventy percent (70%) load. The generator shall be delivered with a minimum of ¾ level fuel.
5. Physical size: The generator, including trailer, shall be no larger than 16’ long x 8’ wide x 8’ tall.
6. Maintenance: Weekly maintenance inspections and any required maintenance shall be performed by the vendor. Maintenance performed during normal business hours (Monday-Friday 7:45AM-4:30PM, Hawaii Standard Time (“HST”)) shall be included in price.

G. SERVICE SPECIFICATIONS:

The CONTRACTOR shall:

1. Furnish all labor, tools, equipment, materials, supplies, chemicals, supervision and all other items to satisfactorily perform maintenance and inspection services to the rental generator on a weekly basis and/or as required to provide assurance of safety and operational reliability, in accordance with written specifications and the checklist provided by the STATE. A sample checklist is attached hereto as Exhibit "A." A finalized checklist shall be provided by the STATE to the contractor upon award.
2. Be responsible for all comprehensive maintenance requirements, including but not limited to:
 - a. Accomplishing weekly scheduled maintenance and visual inspections per the written specifications and checklists provided by the STATE.
 - b. Keeping the job site free of debris, litter, refuse, etc.
 - c. Cleaning oil drippings or spillage during generator maintenance.
 - d. Removing all equipment and materials, brought by the contractor, from the area upon completion of each maintenance service.
 - e. Immediately communicating any deficiencies noted during inspection to STATE personnel.
 - f. Ensuring fluid levels are adequate to maintain the system for satisfactory operation.
 - g. Maintaining a logbook/checklist detailing all weekly maintenance inspections, fluid top-offs, dates of inspection/service, name of employee performing the inspection/service, and other information as requested by the STATE after each scheduled maintenance (Note: logbook shall remain on the property of the STATE and shall be subject to review and inspection by STATE staff upon request throughout the service contract's performance period.)
 - h. Posting each week's completed checklist on the unit and providing a copy to STATE staff.
 - i. Maintaining and providing a supply of materials that are required for regular maintenance.
 - j. Providing storage of all fluids and materials (Note: no storage shall be permitted on STATE premises.)
3. Provide emergency service/trouble call according to the following process:
 - a. STATE staff calls the contractor to inform them of issue/problem.
 - b. Contractor will respond to call and report to site within two (2) hours and perform an onsite assessment.

- c. Contractor will provide STATE staff with their assessment of the problem and provide an estimate for any required troubleshooting needed to bring the unit back to normal working order.
 - i. If estimate is acceptable, the STATE will approve the necessary troubleshooting work.
 - ii. Unauthorized work performed on a trouble call may not be compensated as determined by the STATE.

The STATE shall:

1. Provide the contractor with a weekly maintenance checklist template which must include the date maintenance was performed, the name of the person who performed the maintenance and the type of services performed.
2. Be responsible for the costs of purchasing diesel fuel.

SECTION 4
BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

- A. To be considered responsive, a Bidder's quote must be for all items specified in this solicitation (and subsequent addenda, if any.) Any bid offering any other set of terms and conditions contradictory to those included herein (or in any subsequent addenda) may be rejected without further consideration.
- B. The following must be submitted with your bid. Failure to include items below may result in rejection of your bid.
1. A current Certificate of Vendor Compliance obtained through Hawaii Compliance Express ("HCE,") <https://vendors.ehawaii.gov/hce/> dated no earlier than one week prior to the offer submission date.

OR

2. All of the following certificates:
 - a. **TAX CLEARANCE CERTIFICATE** – A valid tax clearance certificate or current special letter signed by both the Department of the Internal Revenue Service ("IRS") certifying that the Bidder does not owe the State of Hawaii and the IRS any delinquent taxes, penalties, or interest must be submitted with all sealed bids. Failure to submit the required tax clearance certificate or special letter will be sufficient grounds for the STATE to refuse to receive or consider the prospective Bidder's bid.

The tax clearance certificate shall be obtained on the State of Hawaii, Department of Taxation Tax Clearance Application Form A-6 which is available at the Department of Taxation and the IRS' office in the State of Hawaii, or on the Department of Taxation's website <https://tax.hawaii.gov>.

The application for the tax clearance is the responsibility of the successful Bidder and must be submitted directly to the Department of Taxation or the IRS and not the purchasing agency.

- b. **DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS**

CERTIFICATE OF COMPLIANCE (FORM LIR#27) – HRS chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) are required for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the successful Bidder shall be required to submit an approved certificate of compliance by the State of Hawaii Department of Labor and Industrial Relations (“DLIR”). The certificate is valid for six (6) months from the date of issuance and must be valid on the date it is received by the purchasing agency.

The certificate 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 <https://labor.hawaii.gov>. The DLIR will return the form to the successful Bidder who in turn shall submit to the purchasing agency.

The application for the certificate is the responsibility of the successful Bidder, and must be submitted directly to the DLIR and not the purchasing agency.

AND

- c. **DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS**
CERTIFICATE OF GOOD STANDING – To be eligible for award, the successful Bidder must comply as follows:

A business entity referred to as a “Hawaii Business,” is registered and incorporated or under the laws of the State of Hawaii. As evidence of compliance, Bidder shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING, go online to <https://labor.hawaii.gov> and follow the prompt instructions. To register or to obtain a CERTIFICATE OF GOOD STANDING by phone, call (808) 586-2727 during business hours.

The CERTIFICATE OF GOOD STANDING is valid for six (6) months

from the date of issuance and must be valid on the date it is received by the purchasing agency. Bidders are advised that there are costs associated with registering and obtaining a CERTIFICATE OF GOOD STANDING from DCCA.

- C. Any bid that contains any erasures or alterations not properly initialed or contains other irregularities may be rejected, if not in the best interest of the STATE. Any offer that constitutes a conditional bid or a counter proposal will be rejected.
- D. The bid price shall include all applicable taxes and fees required to perform the services requested herein.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Bidders are advised that they are liable for the General Excise Tax, (“GET”) and all other applicable taxes. If, however, the Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

- E. A Bidder must complete, in its entirety, the “Offer Form,” attached hereto as Attachment 3 and made a part hereof, and identify the name and telephone number of a person who may be contacted during the selection process.
 - 1. By signing the “Offer Form,” the Bidder agrees to comply with the requirements of this solicitation, and all applicable federal and State laws.
 - 2. The “Offer Form” must be signed by a partner or principal (an original signature is required) who has authority to bind the Bidder, and evidence of that authority must be attached and the corporate seal, if any, affixed to the “Offer Form”. A bidder who submits an unsigned Offer Form will be deemed non-responsive.
- F. A Bidder is required to submit its bid using the Bidder’s exact legal name, as registered in the state in which it is incorporated. Failure to do so may delay proper execution of the contract.
- G. A Bidder must complete, in its entirety, the “Price Quotation Form,” attached hereto as Attachment 4 and made a part hereof. Price Quotation Forms that are not completed correctly will be considered non-responsive.
- H. Bid submittal shall include the following documents, completed in their entirety:
 - 1. Offer Form,
 - 2. Price Quotation Form, and

3. Hawaii Compliance Express certificate OR all required compliance documents as outlined in Section 4 subsection B.
 - I. All materials submitted shall become the property of the State, unless otherwise noted, and shall not be returned.
 - J. Bids shall be submitted via HiePRO. Bids must be received by the submittal deadline. Any bids received after that date and time shall be rejected. Faxed or e-mailed bids shall not be accepted or considered for award.
 - K. Bidders shall input the total annual price in HiePRO. Failure to submit bids properly may result in rejection of bid.
 - L. Any and all costs incurred by a Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility and shall not be reimbursed by the State.

SECTION 5
ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: GENERAL CONDITIONS

ATTACHMENT 2: SPECIAL CONDITIONS

ATTACHMENT 3: OFFER FORM

ATTACHMENT 4: PRICE QUOTATION FORM

EXHIBIT A: SAMPLE MAINTENANCE INSPECTION TEMPLATE