



RELEASE DATE: May 8, 2026

STATE PROCUREMENT OFFICE INVITATION FOR BIDS NO. 26007 FLEET CREDIT CARDS FOR MOLOKAI

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

ON MAY 28, 2026

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION, QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION TO THIS IFB TO KELLI NEKOMOTO AT (808) 586-0567 OR E-MAIL AT kelli.r.l.nekomoto@hawaii.gov.

A handwritten signature in black ink, appearing to read 'Dayna Omiya'.

Dayna Omiya
Procurement Officer

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Exhibits

- Exhibit A, AG-008 103D General Conditions (Rev. 01/10/2023)
- Exhibit B, Special Provisions (Required FEMA Disaster Provisions) (Rev. 02/19/2026)
- Exhibit C, General Provisions (Rev. 11/2023)
- Exhibit D, Federal Excise Tax (FET) Form

Attachments

- Attachment OF1 (Offer Form 1)
- Attachment OF2 (Past Performance)
- Attachment OF3 (Molokai)

1. Bidder Checklist

The following documents are required to be submitted for any responsive, responsible Bidder to be considered for an award. IFB Section 16, Bid Preparation includes additional details.

| No. | Description |
|------------------------------------|---|
| OF1 | Offer Form 1 |
| OF2 | Past Performance |
| OF3 | Molokai |
| ASTM Certificate of Analysis (COA) | ASTM D975, ASTM D4814, or as applicable |

2. Scope of Work

The purpose of this Invitation for Bids (IFB) is to receive competitive bids for the furnishing of Unleaded Regular (UR87), Unleaded Midgrade (UM89), and Ultra-Low Sulfur Diesel (ULSD) at retail Fuel Station(s) on Molokai for various State and County Agencies via Fleet Credit Cards. Fuel will be dispensed to State-owned vehicles and motorized equipment such as but not limited to lawnmowers, trimmers, generators, etc. This shall be in accordance with the information herein and the State Procurement Office (SPO) General Provisions (Rev. 11/2023), the AG-008 103D, General Conditions (Rev. 01/10/2023), and the Special Provisions (Required FEMA Disaster Provisions) (Rev. 02/19/2026), or as amended.

A SPO Price List Contract Number will be issued as a result of any award made for this Invitation for Bids (IFB). This is a non-mandatory contract, and participating Agencies shall order Fleet Credit Cards and fuel at the pump on an “as needed” basis during the contract term.

3. Definitions

- a. “AP” means the Adjusted Price per gallon for the applicable period.
- b. “ASTM” means American Society for Testing and Materials.
- c. “BBP” means Base Bid Price per gallon for any fuel type.
- d. “Bidder” means any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a bid for the good or service contemplated.
- e. “Business day” means a government agency business day, Monday through Friday, excluding observed State holidays.
- f. “Contractor” also Vendor, means any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of

the work under the terms of the contract with the State, and acting directly or through its agents or employees.

- g. "FET" means Federal Excise Tax.
- h. "Form M-36" means a Quarterly Combined Claim for Refund of Fuel Taxes Under Chapter 243, HRS.
- i. "Fuel Station" means a commercial facility, building, or premise dedicated to the dispensing of motor fuels.
- j. "GET" means General Excise Tax.
- k. "HAR" means Hawaii Administrative Rules.
- l. "HCE" means Hawaii Compliance Express.
- m. "HlePRO" means Hawaii Electronic Procurement System.
- n. "HRS" means Hawaii Revised Statutes.
- o. "IFB" means Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- p. "Jurisdiction" means purchasing jurisdictions which are government entities headed by a Chief Procurement Officer (CPO) pursuant to HRS §103D-203.
- q. "Lundberg Index" means Lundberg Survey, Inc. DTW Wholesale Price Survey for Honolulu, Hawaii.
- r. "Petroleum Jobber" means anyone who purchases liquid fuel from a licensed distributor with the intention of selling the liquid fuel to consumers.
- s. "Petroleum Refiner/Distributor" means anyone who refines, manufactures, produces, or compounds liquid fuel in the state or imports liquid fuel into the state.
- t. "Procurement Officer" means any person with delegated authority to enter into and administer contracts and make written determination with respect thereto. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the Chief Procurement Officer directly or through the Head of a Purchasing Agency or designee to the Procurement Officer.
- u. "Purchasing Agency" also Agency, means any governmental body which is authorized by this chapter or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services.
- v. "SPO" means State Procurement Office.
- w. "State" means Judiciary, the Legislature, Office of Hawaiian Affairs, Department of Education, University of Hawaii, Hawaii Health Systems Corporation, remaining departments of the executive branch and all governmental bodies administratively attached to them, and the Counties.

- x. "UR87" means Unleaded Regular Gasoline (87 Octane).
- y. "UM89" means Unleaded Midgrade Gasoline (89 Octane).
- z. "ULSD" means Ultra Low Sulfur Diesel On-Highway or Diesel Clear. It is legally mandated for use in vehicles operating on public roads, but may also be used for off-public highway use.

4. Contract Administrator

For the purposes of this contract, the following Purchasing Specialists are designated as the Contract Administrators, or as updated in the SPO Price List.

Kelli Nekomoto, (808) 586-0567 or kelli.r.l.nekomoto@hawaii.gov and Alan Yeh, (808) 587-3355 or alan.a.yeh@hawaii.gov

5. Term of Contract

The term of contract shall start on the date specified on the Notice to Proceed and shall expire on September 30, 2028. There will be no extension periods.

6. Estimated Schedule and Significant Dates

| | |
|-----------------------|---|
| Solicitation Released | May 8, 2026 |
| Question Due Date | May 18, 2026; 2:00 pm HST All questions must be submitted through HlePRO by the question due date. |
| Answer Publish Date | May 21, 2026; 2:00 pm HST |
| Bid/ Offer Due Date | May 28, 2026; 2:00 pm HST Submit bids electronically via HlePRO. |
| Contract Start Date | July 1, 2026, or as stated on the Notice to Proceed |

7. Bidder Qualification and Responsibility

Bidder Qualification

- a. The Bidder shall be a Petroleum Jobber or a Petroleum Refiner/Distributor.
- b. The Bidder shall maintain an island-based retail business at the time of bidding and during the contract term with inventory operations for supplying the items awarded and where the Bidder can be reached to answer inquiries or handle special requests. The award shall not be made to any Bidder not meeting this qualification requirement.
- c. Fuel Station(s). All Fuel Stations listed on the OF3, or any Fuel Stations added during the contract period shall be open for business for a minimum of twelve (12) hours every day of the year, including all State and Federal holidays. The Contractor shall provide self-service or attendant assisted fuel dispensing services. The Fuel Station(s) shall supply the fuels specified in this IFB on demand.
- d. Fleet Credit Cards. The Contractor shall, upon request, issue fleet credit cards to agencies at no cost. Cards shall be issued to the Agency within three (3) business days from receipt of an application and delivered by carrier within five (5) business days from issuance. The fleet credit cards shall be employee specific by employee numbers or by a driver ID PIN assigned by the Contractor.

The Contractor shall include the following minimum information, screened and/or embossed on the front or back of each fleet card issued under this contract.

- i. Contractor name and logo
 - ii. Return mailing address of Contractor
 - iii. "State of Hawaii" or "SOH"
 - iv. "Authorized Fuel Purchase Only" or "Fuel Only"
 - v. Department and Agency name
- e. The Agency's driver must have the capability to use the fleet credit card at an unmanned, pay-at-the-pump Fuel Station by entering the required information at the pump's keypad. If this option is unavailable, the fleet credit card may be used inside the Fuel Station with an attendant.

Contractor Responsibilities

- f. It shall be the Contractor's responsibility to ensure that fleet credit cards are used solely for the purchase of fuels specified under this contract by authorized State personnel for State vehicles or equipment. For attendant-

assisted transactions, the Contractor shall ensure that the fleet credit cards are used exclusively for fuel purchases. The State shall not be liable for any unauthorized purchases, including but not limited to food or other non-fuel items.

- g. Lost or stolen cards. The Contractor shall maintain a hotline (via email and/ or phone number) for reporting lost or stolen fleet credit cards. If no representative is available when an Agency calls, the Agency must be able to leave a message. The card will be considered “lost” or “stolen” at the time of the message was left. The State shall not be held responsible for any charges incurred after the Contractor has been notified or a message was left.
- h. Receipts. A hard copy or electronic receipt for each transaction shall be provided upon fueling completion. At a minimum, the receipt shall include the following information:
 - i. Name and location of the Fuel Station
 - ii. Transaction date and time
 - iii. Transaction or receipt number
 - iv. Last four digits of the fleet credit card number
 - v. Odometer entry
 - vi. Type of fuel
 - vii. Quantity of fuel in gallons
 - viii. Unit price and extended total cost of fuel, if available

8. Applicable License and Certification

The Contractor certifies that it and its Fuel Station(s) maintains all applicable licenses and certifications, including Chapter 243, HRS, Fuel Tax Law, as amended, prior to award pursuant to this solicitation and throughout the contract term.

9. Quality of Product

All fuels furnished under these specifications shall be free from contamination and of the best quality of its respective kind. In the event the Contractor’s fuel becomes contaminated, the Contractor shall immediately provide written notice to any applicable Agencies and the Contract Administrator. Contaminated or rejected fuels shall be removed by the Contractor within a reasonable amount of time agreed upon by the Contractor and Agency.

All fuels shall comply with the applicable ASTM standard(s) for its type. Bidder is required to submit the ASTM Certificate of Analysis (COA) for each fuel being bid on, such as:

- a. ASTM D975 Specification for Diesel Fuel Oils.
- b. ASTM D4814 Specification for Automotive Spark-Ignition Engine Fuel.

Upon request by any Agency, the Contractor shall provide the ASTM Certificate of Analysis (COA) for the product(s).

Fuels shall meet the specifications for automotive spark-ignition engine fuel pursuant to HRS §486-56. Ultra-Low Sulfur Diesel (On-Highway) and Ultra Low Sulfur Dyed Diesel (Off-Highway) shall meet the specifications for Diesel fuel oils pursuant to Title 4 Department of Agriculture, Subtitle 7 Divisions of Measurement Standards, Chapter 86. For more information, refer to <http://hdoa.hawaii.gov/wp-content/uploads/2012/12/AR-86.pdf>. The sale, distribution, and transportation of petroleum products specified herein shall comply with all current Federal, State, and County laws, ordinances, rules, and regulations, or as revised.

10. Bidder's Authority to Submit Offer

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 price offered, the contract will be awarded to that Bidder.

11. Required Review

- a. Before submitting a bid, the Bidder must thoroughly and carefully examine this contract, attachment(s), addendum(s), and other relevant documents, to ensure the Bidder understands the requirements of the contract. The 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 required work.
- b. Should the Bidder find defects and questionable or objectionable items in the contract, the Bidder shall notify the SPO as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the

contract by addenda and mitigate reliance of a defective contract upon which award could not be made.

12. Certification of Independent Cost Determination

The Bidder shall comply with Chapter 480, HRS, Monopolies; Restraint of Trade.

By signing the OF1, 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 has been quoted in response to this solicitation has 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.
- d. Failure to comply with an independent cost determination may lead to corporation and individual fines and jail sentences.

13. Tax Liability

- a. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Bidders are advised that they are liable for the Hawaii GET and County Surcharge at the current 4.5% for the County of Maui (includes Molokai and Lanai). If, however, a Bidder is a person exempt by the HRS from paying the GET or County Surcharge 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.
- b. 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 the OF1, thereby attesting that the Bidder is doing business in the State and that the Bidder will pay such taxes on all sales made to the State.

14. Order of Precedence

The terms and conditions stated in this contract, including Exhibits A to D shall supersede any other terms and conditions.

15. Estimated Annual Fuel Volumes

Note: There is no past annual fuel usage for Molokai, as this is a new SPO contract.

The estimated annual fuel usage volumes stated in the OF3 are not a commitment by the State of Hawaii to procure on an annual basis. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this contract. In the event the estimated quantities do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract. The estimated annual fuel volumes represent estimated usage from agencies, departments, and jurisdictions via an SPO survey.

16. Bid Preparation

The following Offer Forms (OF) and documents are required to be submitted.

- a. Offer Form (OF), OF1. Offer Form 1. The Bidder shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on the OF1, thereby attesting that the Bidder is doing business in the State and that the Bidder will pay such taxes on all sales made to the State. Bidder shall submit its bid using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract. The authorized signature on the OF1 may be submitted with an electronic signature including the audit trail OR an original signature in ink. Ink signatures are not required for an electronic submission of a bid on HlePRO, but shall be required upon Notice of Award. The submission of the bid on HlePRO shall indicate the Bidder's intent to be bound.
- b. Offer Form (OF), OF2. Past Performance. Past Performance will be determined based on the data collected in the Hawaii Awards & Notices Data System (HANDS) <https://hands.ehawaii.gov/hands/contractor-performance>. If no entries exist for the Bidder, the Bidder is required to complete the OF2 and provide a minimum of three (3) responsive references. References may include companies or State/ County

Agencies that the Bidder has provided in the past or is currently providing for 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.

- c. Offer Form (OF), OF3. All sections in the OF3 are required to be completed.
 - i. Bidder's Fuel Station Location(s). Bidder is required to have and list at least one (1) Fuel Station.
 - ii. Bidder's Fuel Quotation. Bidder shall submit a Base Bid Price (BBP) for each fuel type listed on the OF3. The (BBP) shall include, but not be limited to:
 - 1. All labor, material, and equipment costs.
 - 2. All other actual and implied expenses necessary to manufacture and furnish the gasoline/diesel fuel to various Agencies as listed herein.
 - 3. All fleet credit card services, including all hardware and software, and fees necessary to implement the fuel dispensing services described herein.
 - 4. The following items are not included in the BBP and shall be added as separate line items. The GET (unless changed and or waived by State), Hawaii Liquid Fuel Tax, Hawaii Environmental Response Tax, County of Maui Fuel Tax, Federal LUST Tax, Federal Superfund Tax, and any other applicable State, County, or Federal Taxes. The GET, if applicable, shall not exceed the current rate of 4.5% for the County of Maui. The GET shall be computed only on the BBP or subsequently adjusted BBP (hereinafter referred to as AP).
 - 5. The State of Hawaii is exempt from the Federal Excise Tax (FET) on gasoline and diesel fuel.
 - 6. The BBP, submitted on the OF3 shall be firm for the entire term of the contract, from which any price adjustments shall be calculated.
 - 7. The State shall round the BBP and AP to three (3) digits.
- d. ASTM Certificate of Analysis. Bidder shall submit the appropriate ASTM Certificates. Refer to Section 9, Quality of Product for additional information.

17. Bidder Preparation Costs

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

18. Electronic Submission of Bid on HlePRO

The State has established the Hawaii Electronic Procurement system, HlePRO [pronounced 'HI-PRO'] to electronically solicit and receive bids for procurements. Bidder must be registered on HlePRO to submit an electronic bid for this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov>, click on HlePRO (eProcurement System), then click on the link to sign up and create an account.

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

HlePRO Special Instructions. The Bidder shall review all special instructions located in the HlePRO contract. Bidder is responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the bid due date and time. Bidder is advised not to wait until the last minute to submit their bid on HlePRO. Bidder should allow ample time to review their submittals on HlePRO, including all attachments, prior to the bid due date and time. Submission must be completed and submitted by the bid due date and time. If the submission is not completed and submitted by the bid due date and time, HlePRO will not accept the bid. The submission of a bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the contract, and that the contract documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions governing the performance of work.

- a. Required Offer Forms (OF), applicable ASTM certificates, and documents shall be submitted as attachments on HlePRO.
- b. Proprietary/Confidential Information, if any, shall be contained in a separate file that is clearly identified as "proprietary/confidential" information.

- c. When submitting a bid in HlePRO, under Offer Information, use the “TOTAL SUM BID PRICE” from the OF3 for the “Unit Price in US Dollars” for Molokai.

Visit <https://hiepro.ehawaii.gov/videos.html> to watch Help Videos for Vendors on User Roles Overview, Vendor Registration, Responding to a Solicitation, and Adding Commodity Codes. The Vendor Registration Guide and Quick Reference Guide are useful tools. If Bidder needs technical assistance, contact Tyler Technologies at (808) 695-4620.

19. Modification Prior to Submittal Deadline

The Bidder may modify or withdraw a bid in HlePRO prior to the bid due date. Any change, addition, or deletion of attachment(s) of a bid may be made prior to the bid due date.

20. Method of Award

The award, if made, shall be to the one (1) responsive, responsible Bidder submitting the lowest Total Sum Bid Price for all fuel types listed on the OF3 for Molokai. Bidder must submit all required Offer Forms, applicable ASTM certificates, and documents in their entirety to be considered for an award.

21. Compliance Responsibility of Contractor

The Bidder is advised that in order to be awarded a contract under this solicitation, Bidder/ Contractor 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):

- a. Chapter 237, General Excise Tax Law;
- b. Chapter 383, Hawaii Employment Security Law;
- c. Chapter 386, Worker’s Compensation Law;
- d. Chapter 392, Temporary Disability Insurance;
- e. Chapter 393, Prepaid Health Care Act; and
- f. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The Contractor may choose to show compliance via Hawaii Compliance Express (HCE) or through paper documents:

- a. Contractor Compliance – Hawaii Compliance Express (HCE)
 - i. Contractor may use the HCE, which is an electronic system that allows Contractor 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.

- ii. Timely Registration on HCE. Contractors 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 a contract and final payment. If a Contractor is not compliant on HCE at the time of award, the Contractor will not receive the award.
 - iii. Verification of Compliance on the HCE. Prior to awarding this contract, the SPO shall verify compliance of the Contractor.
- b. Contractor Compliance – Paper Documents
- i. HRS Chapter 237 (Tax Clearance) requirement for award. Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DoTAX) and the Internal Revenue Service (IRS). Tax clearance certificates will have a scannable QR code that can be validated. This enables tax clearance certificates to be processed electronically and printed by the taxpayer. The QR code can be scanned using a web enabled device, such as a smart phone, to confirm authenticity and validity. The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DoTAX website: <http://tax.hawaii.gov/forms/>.
 - ii. 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 Contractor 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/>.
 - iii. 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 the date of issue. A photocopy of the certificate is acceptable to the SPO. To obtain the certificate, the Contractor 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/>.

- iv. Timely Registration. The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, a Contractor otherwise responsive, may not receive the award.
- v. Verification of Compliance. Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing Agency. The Contractor shall maintain their compliance throughout the term of the contract.

22. Receipt, Opening and Recording of Bids

- a. All bids received in HlePRO will be considered for the award. Any bids received outside of HlePRO (i.e. email, facsimile, etc) shall be rejected and not considered for the award.
- b. 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.
- c. 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. Bidder 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 offer. Prices, makes and model or catalog numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.
- d. The SPO Procurement Officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in

writing. If the parties do not agree to the disclosure of data, such data shall be subject to written determination by the Attorney General for confidentiality. If the Attorney General determines in writing that the material so designated as confidential is subject to disclosure, the Bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the Bidder protests under HAR Chapter 3-126.

- e. Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
- f. 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).
- g. Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 23, Mistakes in Bid.

23. Mistakes in Bid

- a. When the SPO Procurement Officer knows or has reason to conclude before award that a mistake has been made, the SPO Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section.
- b. Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions, which can be waived or corrected without prejudice to other Bidders.
- c. Correction or withdrawal of a bid after the time and date set for bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent, it is not contrary to the interest of the governmental Agency or the fair treatment of other Bidders.
- d. When, after bid opening but before award, the SPO 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 Bidders is submitted, such officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections “e” and “f” 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 SPO Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction issuing the solicitation; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. An example includes the failure of a Bidder to acknowledge receipt of an amendment to the solicitation (if such acknowledgement is required by the Solicitation) 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.

- e. 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 error, in addition, the sum of the total amount offered for each item added shall govern.
- f. 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.
- g. A Bidder may not correct a mistake in a bid discovered after 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.

24. Protest Procedures

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Bidder who is aggrieved in connection with the contract or award of a contract may submit a protest. Any protest shall be submitted in writing to the SPO 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) business 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 contract 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) business days after the posting of award or if requested, within five (5) business days after the SPO Procurement Officer's debriefing was completed.

The Notice of Award, if any, resulting from this contract shall be posted on HlePRO. Click Public Search on HlePRO, then the Awards tab.

25. 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 another directive.

26. Payment to Hawaii Information Consortium, LLC (HIC) dba Tyler Hawaii

- a. HlePRO is administered by Hawaii Information Consortium, LLC (HIC). Upon award in HlePRO, Tyler Hawaii shall invoice the awarded Contractor directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt on invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.
- b. 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 Contractor.
- c. Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the Contractor at the beginning of the contract or within sixty (60) days of Notice of Award, and no amount is paid on the contract, the Contractor will become eligible to receive a credit or refund for administrative fees paid for that award to the Contractor's account with Tyler Hawaii. To receive the credit or the refund, the Contractor must make a request to Tyler Hawaii.

27. Notice to Proceed

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

28. Contract Execution

- a. Successful Bidder receiving an award shall enter into a formal written contract to be signed by the Bidder and returned within ten (10) business days.
- b. No performance or payment bond is required for this contract.
- c. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

29. Contract Invalidation

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

30. Insurance

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

| <u>Coverage</u> | <u>Limits</u> |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 per occurrence/ claim \$2,000,000 aggregate |
| Automobile Liability | \$1,000,000 per accident |

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of

Confidential Information, unauthorized access/use of information, and identity theft) within limits of not less than:

Number of Cards

Limits

1 to 1,000

\$1,000,000 per claim

\$2,000,000 aggregate

- i. Commercial General Liability Insurance against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees, and subcontractors during the term of the contract. This insurance shall apply to bodily injury and property damage injury, and personal and advertising injury. The commercial general liability policy shall be written on an occurrence or claims made basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
 - ii. Automobile Liability Insurance covering owned, non-owned, leased, and hired vehicles. This shall apply to bodily injury or property damage for each accident.
 - iii. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.
- b. It will be at the discretion of the State of Hawaii to review insurance requirements for its applicability to the solicitation/contract and apply it accordingly.
- c. The Contractor shall deposit with the SPO, on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.
- d. The Contractor shall immediately provide written notice to the SPO and Purchasing Agency should any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration.
- e. The certificates of insurance shall contain the following clauses for the general liability and auto policies:
 - i. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

- ii. “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.”
- f. 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. Contractor agrees to a Waiver of Subrogation for each of the policies mentioned. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, Contractor shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.
- g. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract (including without limitation terminating the contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor’s liability hereunder or to fulfill the indemnification provisions of the contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the contract.

31. Federal Excise Tax (FET) Exemption Form

Prior to the contract start date, The State of Hawaii shall submit the “Federal Certificate of State or Local Government Use of Diesel Fuel and Gasoline”, as revised, to the awarded Contractor. The FET certificate exempts the State of Hawaii from being charged the FET for gasoline and diesel fuel purchases.

The awarded Contractor shall contact the SPO Contract Administrator prior to the FET’s expiration date to help ensure its completion prior to the expiration date. See Exhibit D, Federal Excise Tax (FET) Form.

32. State of Hawaii Department of Taxation Claim for Refund of Fuel Taxes

The Purchasing Agency has the option to apply for the Quarterly Combined Claim for Refund of Fuel Taxes Under Chapter 243, HRS and Chapter 18-243, HAR, (Form M-36), as revised, to the Department of Taxation. Form M-36 is to be filed electronically with the Department of Taxation on or before the 20th day of the month following the close of the filing period. This form is to be used for:

- a. The fuel purchased was initially intended for use upon the public highways but was subsequently used off the public highways.
- b. Fuel taxes in excess of one cent per gallon for liquid fuels used for operating agricultural equipment in areas other than upon the public highways of the State,
- c. Fuel taxes in excess of one cent per gallon for diesel oil used for operating motor vehicles in areas other than upon the public highways of the State, and
- d. Fuel taxes for alternative fuel used for operating an internal combustion engine or motor vehicles in areas other than upon the public highways of the State.

33. State's Commitment

In return for prices submitted, the following purchasing jurisdictions may purchase their requirements for items listed herein from the awarded Contractor:

- Executive Departments/Agencies
- Department of Education (DOE)
- School Facilities Authority (SFA)
- Hawaii Health Systems Corporation (HHSC)
- Office of Hawaiian Affairs (OHA)
- University of Hawaii (UH)
- Public Charter School Commission and Schools
- House of Representatives (House)
- Senate
- Judiciary
- County of Maui
- Maui County Council
- County of Maui – Department of Water Supply

34. Use of Price List Contract by Nonprofit Organizations

- a. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO Price List contracts.
- b. A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative*

Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.

- c. If a nonprofit wishes to purchase from a SPO contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other Contractor(s) listed on the SPO contract.

35. Monthly Price Adjustments

Monthly price adjustments to the BBP shall be allowed by the Contractor, which shall be represented in an AP (Adjusted Price).

- a. Monthly Price Adjustments. For any monthly price adjustments, the Contractor shall submit to the SPO supporting documentation verifying these adjustments within two (2) business days of its effective date. Each month's Adjusted Price shall be effective on the first day of each month. Documentation includes, but it not limited to the Lundberg Survey Inc. Dealer Tank Wagon Wholesale Price Survey for Honolulu, Hawaii (herein referred to as Lundberg Index). If the Lundberg Index is to be used as documentation, the Contractor shall use this calculation for the Adjusted Price (AP) for the applicable month:

| | |
|---------|---|
| \$X.XXX | Monthly dealer average from the Lundberg Index |
| (-) | <u>BBP from the OF3</u> |
| (=) | Net Change (Increase/Decrease) |
| (+) | <u>BBP from the OF3</u> |
| (=) | Adjusted Price (AP) for the applicable month |

- a. Price Adjustment after the bid due date and before the Notice to Proceed Date. The State will accept price adjustments that have occurred after the bid due date provided that the supporting documentation is submitted on a timely basis to the SPO. The Contractor is required to include all price increases and decreases during this period, which shall be applied to the BBP after the contract has been awarded.
- b. Applicable Fuel Tax. Any changes to the fuel tax amounts shown on the applicable OF3, subsequent to the bid due date or throughout the contract term shall be allowed, provided that documentation verifying these changes are provided. The Contractor shall notify the State of such changes withing seven (7) business days.

- c. The State reserves the right to contact the Contractor and its supplier to confirm and substantiate all price and fuel tax adjustments that occur during this contract term.
- d. No other price increases shall be allowed.
- e. When submitting a price adjustment, Contractor shall compare pricing posted on the SPO website (<https://spo.hawaii.gov/for-vendors/contract-awards/price-vendor-lists/>) for each Fuel Station and fuel type. If there is any discrepancy, the Contractor shall immediately inform the SPO and correct any affected department(s) pricing and invoice(s).

36. Contractor’s Reward Programs

If applicable, the Contractor may offer Agencies to participate in any award program(s) available to receive discounts off fuel purchases made with the fleet credit card. The Contractor shall communicate these discounts to the Agencies when applying for the fleet credit card application. If the Agency participates in any award program(s), the discount shall appear on the Agency’s invoice.

37. Invoicing and Payment

- a. All invoices shall reference Price List Contract No. 26-16 and IFB No. 26007.
- b. Contractor shall forward an original and three (3) copies of the invoice directly to the Purchasing Agencies. The invoices shall list at a minimum:
 - i. The current per-gallon charge;
 - ii. Applicable taxes (which are not included in the AP and shown as separate line items): GET, Hawaii Liquid Fuel Tax, Hawaii Environmental Response Tax, County Fuel Tax, Federal LUST Tax, the Federal Superfund Tax, and any other applicable taxes;
 - iii. The item numbers and product description;
 - iv. The extended total(s); and
 - v. Purchase order number.
- c. Invoicing Example:

| | |
|---------|-----------------------------------|
| \$X.XXX | Adjusted Price (AP) |
| (X) | 4.5% GET for the County of Maui |
| (+) | Hawaii Liquid Fuel Tax |
| (+) | Hawaii Environmental Response Tax |
| (+) | County of Maui Fuel Tax |
| (+) | Federal LUST Tax |

| | |
|-----|------------------------|
| (+) | Federal Superfund Tax |
| (=) | Cost Per Gallon |

- a. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of a proper 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 the statute.

38. Subcontractor(s)

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of their obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor. If approved by the State, subcontractors shall be compliant as stipulated in Section 21, Compliance Responsibility of Contractor. Subcontractors shall also comply with the insurance provisions outlined in Section 30, Insurance.

In addition to any rights the State has under Law, the State shall have the right to require the removal of a subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A subcontractor proposed by the Contractor to replace the removed subcontractor shall be subject to the approval of the State.

The State shall have the right to directly retain any subcontractor after the expiration, termination, or suspension of the contract under which it is retained, including any subcontractor providing services subject to any part of a contract that is terminated or suspended.

39. Change Requests by the State or Contractor

- a. Adding a Fueling Station(s). If the awarded Contractor wishes to add additional Fuel Stations to the contract, the Contractor shall submit a request to the Contract Administrator. Such changes requires approval and shall only be made upon contract amendment from the SPO Procurement Officer. All terms and conditions listed in this IFB shall apply to fuels dispensed from the added Fuel Stations.
- b. Removing a Fueling Station(s). The Contractor shall provide a minimum of thirty (30) days written notice to the SPO if a Contractor desires to permanently remove a Fuel Station.
- c. Adding or Changing of Fuel Types. Fuels that are not listed on the OF3 by the awarded Contractor shall not be added to this IFB.

40. Failure to Provide Fuel at the Contractor's Fuel Station

The Contractor shall provide the fuels covered in this IFB at their designated Fuel Station(s) in accordance with the terms and conditions stated herein. If a Contractor's Fuel Station is unable to provide fuel under the contract due to facility maintenance, closure, etc., it shall be the Contractor's responsibility to notify the Contract Administrator and affected Agencies as soon as possible.

The Contractor shall provide written instructions to the Contract Administrator of an alternative Contractor for the Agencies to utilize. The alternate Contractor shall be within a reasonable distance from the Contractor's closed Fuel Station and shall provide the fuels covered in this IFB at the agreed contract price.

41. Liquidated Damages

Refer to Section 9 of the AG-008 103D, General Conditions. In the event the Contractor fails to provide the State with an alternative Contractor, the State will be subject to liquidated damages, which shall be fixed at the sum of fifty and no/100 dollars (\$50.00) per day until the service is restored.

42. Vendor and Product Evaluation

- a. The Vendor and Product Evaluation Form, SPO-012, is made available to Agencies for the purpose of addressing their concerns on the Price List resulting from this solicitation.
- b. Product Evaluation. Upon receipt of form SPO-012 by the SPO, the Contractor shall be sent a copy of the complaint(s) regarding product quality. The Contractor shall follow up the complaint(s) with the

manufacturer (if applicable) and respond to the SPO as to what remedies have or will be taken to correct the problem. If the product quality is not corrected and the complaint(s) persist, steps will be taken to delete the product from the Price List.

- c. Vendor Evaluation. In the event of a complaint regarding a Contractor's service, the Contractor shall be sent a copy of the complaint(s). The 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 seven (7) calendar days of notification. The Contractor shall contact and inform the SPO Contract Administrator as to the corrective measure(s) taken to resolve the complaint.
- d. Should the Contractor consistently receive complaints about poor service or refuse to resolve the complaints, the SPO Procurement Officer reserves the right to terminate the contract and/or initiate the suspension/ debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies. The resolution of complaints pursuant to the product and vendor evaluation notifications process shall be done at no additional charge to the State.

43. Sales Report

- a. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the Contract Administrator and in HlePRO in accordance with the following schedule (or as requested):
- b. Due Date

| | Date Range | Due no later than |
|------------------------|-------------------------|--------------------------|
| Fiscal Year, Quarter 1 | July 1 – September 30 | October 31 |
| Fiscal Year, Quarter 2 | October 1 – December 31 | January 31 |
| Fiscal Year, Quarter 3 | January 1 – March 31 | April 30 |
| Fiscal Year, Quarter 4 | April 1 – June 30 | July 31 |

- c. The sales report shall include at a minimum:
 - i. Jurisdiction
 - ii. Department/Agency Name
 - iii. Date of Purchase
 - iv. Cost of Fuel (including all applicable taxes)
 - v. Quantity of Fuel (gallons); and
 - vi. Type of Fuel (Note: The name of fuel listed in the Sales Report must match the name of fuel listed in Section 2, Scope of Work.)