

HAWAII STATE DEPARTMENT OF HEALTH

HANSEN'S DISEASE BRANCH
DIAMOND HEAD HEALTH CENTER
3627 KILAUEA AVENUE, ROOM 102
HONOLULU, HAWAII 96816

HiePRO RELEASE DATE: OCTOBER 26, 2026

INVITATION FOR BIDS

NO. IFB-27-01-KS

OFFERS TO PLAN, DESIGN, DELIVER AND INSTALL A
NEW ABOVE GROUND STORAGE TANK (AST) SYSTEM
WITH ASSOCIATED DISPENSING EQUIPMENT AND
GAUGES AT KALAUPAPA SETTLEMENT, KALAWAO
COUNTY, ISLAND OF MOLOKA'I, STATE OF HAWAII
(Kalaupapa, HI 96742/ TMK: (2) 2-6-100-002)

WILL BE RECEIVED ON HiePRO UNTIL 2:00 P.M. (HST) ON NOVEMBER 24, 2026

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. MICHAEL CASEY

- TELEPHONE: (808) 733-9831,
- FACSIMILE: (808) 733-9836 OR
- E-MAIL: michael.casey @doh.hawaii.gov

Baron Chan
Chief, Hansen's Disease Branch

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PLAN, DESIGN, DELIVER AND INSTALL A NEW ABOVE GROUND STORAGE TANK (AST)
SYSTEM WITH ASSOCIATED DISPENSING EQUIPMENT AND GAUGES AT KALAUPAPA
SETTLEMENT, KALAWAO COUNTY, ISLAND OF MOLOKA'I, STATE OF HAWAI'I
(Kalaupapa, HI 96742/ TMK: (2) 2-6-100-002)
NO. IFB-27-01-KS

Chief
Hansen's Disease Branch
3627 Kilauea Avenue, Room 102
Honolulu, Hawaii 96816

Dear Chief:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and included by reference, the SPO General Provisions, dated 4/2013, as amended, and the AG General Conditions Form AG-008, 01/10/23; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror Name (Name of Company): _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other

* State of Corporation: _____

Federal I.D. No.: _____

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

Business address (street address): _____

City, State, Zip Code: _____

Payment address (if other than above): _____

City, State, Zip Code: _____

Respectfully Submitted:

Date:

Authorized Signature

Telephone No.:

Name and Title (Please print or type)

*

Fax No.:

* Exact Legal Name of Company (Offeror)

e-mail address:

The following Offer is hereby submitted:

OFFEROR'S BID

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u> <u>(USD)</u>
PLAN, DESIGN, DELIVER AND INSTALL A NEW ABOVE GROUND STORAGE TANK (AST) SYSTEM AT KALAUPAPA SETTLEMENT GAS STATION, KALAWAO COUNTY, ISLAND OF MOLOKA'I, STATE OF HAWAI'I INSTALLED AST SYSTEM SHALL MEET THE MINIMUM SPECIFICATIONS OUTLINED IN IFB-27-01-KS SECTION 2.	

Offeror _____
(* Name of Company)

(Authorized Signature)

Offer Date _____

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

SPECIFICATIONS

BACKGROUND & SITE CONDITIONS

Kalaupapa Settlement is a remote peninsula on the north shore of the island of Moloka'i with no public road access to the rest of the island. The location is accessible primarily by air and by limited barge freight. Site access, logistics, and work sequencing must be coordinated with DOH and the National Park Service (NPS). The installation area is within the Kalaupapa National Historical Park; permits and approvals may be required from applicable State and Federal authorities. Vendors are advised to account for mobilization constraints (air travel for personnel, housing, ground transport provided by DOH when available, and the lack of retail food services and suppliers onsite).

SCOPE OF SERVICES AND DESCRIPTION OF WORK

1. The Contractor shall:

- I. Supply new above ground storage tank (or tanks) (AST) to be used for gasoline storage, with total capacity of 10,000 gallons minimum to 12,000 gallon maximum. Tank(s) must be dual-wall, UL 142 listed, meeting the minimum specifications in Section 2 (brand-name-or-equal).
- II. Provide and install new gasoline-compatible submersible pump kits, hose reels, meters, nozzles, tank gauges, vents, and control/power panels as specified in Section 2.
- III. Deliver tanks and accessories to Kalaupapa, including freight to Honolulu and barge transfer to Kalaupapa Pier; provide all crating, rigging, and offloading.

Contractor may ship items on the annual DOH-NPS barge from Honolulu to Kalaupapa, Moloka'i during the summer of 2027, free of charge. To utilize the DOH-NPS annual barge, contractor shall deliver items to Pier 39/40 Young Brothers (Honolulu, HI). The barge typically loads and ships in August, but has sailed as early as July, and as late as early September. Contractor is responsible for storage of items until delivered to Pier 39/40 to ship on the annual barge to Kalaupapa. Any pre-installation storage costs that the contractor is to charge the State, shall be included in the offeror's quote/bid.

- IV. Perform onsite installation, anchoring/placement, electrical connections, and functional testing; restore surfaces and protect existing utilities. Preferred installation location is near existing Kalaupapa Gas Station (21°11'23.60"N 156°59'02.72"W).

- V. Provide DOH with operator training, O&M manuals, as-built documentation, and commissioning reports.
- VI. Provide warranty and post-installation support per Section 8.

2. Minimum Specifications (Brand Name or Equal - AST and dispensing)

I. Above-ground Storage Tank (AST) Specifications

The Contractor shall supply and deliver heavy-duty, containerized, double-walled bulk fuel storage tank or tanks that have a combined storage capacity (95%) between 10,000 – 12,000 US gallons (37,854 – 45,425 liters).

The tank unit(s) must function as a self-contained fuel distribution system suitable for stationary deployment, multi-tank interconnection, and intermodal transport. The Western Global TransTank Pro Series P12 (95% Safe Fill = 3,068 US gallons) or P31 (95% Safe Fill = 7,846 US gallons) serve as the baseline standard for design, performance, and quality. Alternative products – “brand-name-or-equal” - will be considered if they meet or exceed the salient characteristics outlined below.

A. Structural Dimensions & Intermodal Mobility

- i. ISO Footprint: The tank structure must strictly conform to standard ISO container dimensions (e.g., 10-foot, 20-foot, or 40-foot) to ensure compatibility with standard truck chassis, railcars, and container-handling equipment.
- ii. CSC Certification: The tank must be manufactured, tested, and marked with a valid Container Safety Convention (CSC) plate, certified for safe stacking and international ocean/rail transit when fully loaded or empty.
- iii. Lifting Infrastructure: Must include integrated ISO corner castings at all eight corners, along with designated heavy-duty forklift pockets built into the base frame.

B. Environmental Containment & Compliance

- i. Double-Walled Architecture: The unit must feature a true "tank-within-a-tank" (integrally banded) design fabricated from heavy-duty structural carbon steel.
- ii. 110% Secondary Containment: The outer tank footprint must provide a minimum of 110% fluid containment capacity of the inner primary

tank's maximum volume, eliminating the need for external earthen or plastic berms.

- iii. Regulatory Certifications: The engineering and manufacturing design must hold active listings or certifications under UL 142, ULC S601, and/or equivalent international standards for the safe storage of flammable and combustible liquids.

C. Security & Operational Compartments

- i. Integrated Equipment Vault: The tank must feature a dedicated, walk-in or reach-in internal equipment compartment isolated from the fluid storage zone.
- ii. Secure Access: The equipment compartment must be secured by heavy-duty, lockable, weatherproof structural steel doors integrated flush within the ISO frame profile to prevent vandalism and environmental damage.
- iii. Spill Catchment: The internal equipment area must feature a built-in sump or containment lip to capture drips or spills during fueling operations.

D. Maintenance & Plumbing Interfaces

- i. Internal Tank Access: The primary inner tank must include a minimum 24-inch (or manufacturer standard) secure manway access hatch to allow for interior inspection, manual cleaning, and maintenance.
- ii. Multi-Tank Interconnection: The internal plumbing system must feature dedicated, pre-engineered ports (suction and return lines) positioned to allow seamless, secure linking of multiple tanks to create a scalable fuel farm matrix.
- iii. Gauges & Telemetry Ready: The unit must include mechanical fluid level indicators, interstitial leak-detection monitoring ports, and pre-drilled ports ready for electronic telemetry or automated fuel management system integration.

E. Material Finish & Durability

- i. Corrosion Resistance: All exterior surfaces must be prepared and finished with a high-durability, marine-grade protective coating

system designed to resist ultraviolet (UV) degradation, chemical exposure, and severe marine/industrial environments.

II. Accessories and Dispensing Equipment (Gasoline Service) Specifications

- A. Submersible pump kit, gasoline-compatible: 3/4 Horse Power, 240 Volt single phase FE Petro® (or equal) submersible pump, up to 30 GPM dispense rate.
- B. Single-hose dispense kit with filter, 50 ft. fuel hose on spring-retractable hose reel (e.g., Reelcraft® or equal).
- C. Digital meter (e.g., Fill-Rite® or equal), swivel, and automatic 3/4 in. nozzle.
- D. Class I, Division 1 (C1D1) panel with recessed panel-mount box at side of pump bay.
- E. Gasoline vent kit suitable for AST configuration.
- F. Basic tank gauge (inch readout, angled face) for tanks up to 25 ft tall.

3. Codes, Standards, and Regulatory Compliance

- I. Active listings or certifications under UL 142 and/or equivalent international standards for the safe storage of flammable and combustible liquids.
- II. Applicable NFPA standards (e.g., NFPA 30/30A) for flammable/combustible liquids and motor-fuel dispensing.
- III. Meet all State of Hawai'i requirements including DOH, DLNR, and other permitting authorities as applicable.
- IV. Coordination with both DOH and National Park Service (Kalaupapa National Historical Park) for site access and work approvals.
- V. Environmental compliance including spill prevention and best management practices during installation.

4. Delivery, Shipping, and Handling

- I. Contractor shall arrange freight from manufacturer to Honolulu (Pier 39/40), including crating and customs (if applicable).
- II. Contractor shall arrange barge shipment from Honolulu to Kalaupapa Pier and coordinate schedules with DOH and carriers. Contractor may utilize the 2027 annual DOH-NPS barge from Honolulu to Kalaupapa free of charge. If opting to ship on this annual barge to Kalaupapa, contractor shall deliver items to Pier

39/40 Young Brothers (Honolulu, Hawai'i) for shipment to Kalaupapa, Moloka'i during the summer of 2027. DOH-NPS barge usually loads and ships in August, but has sailed as early as July, and as late as early September. Contractor is responsible for storage of items until delivered to Pier 39/40 to ship on the annual barge from Honolulu to Kalaupapa. Any storage costs that the contractor is to charge the State should be included in the offeror's quote/bid.

- III. Contractor shall provide all rigging, cranes, and equipment necessary for offloading and placement of new AST system at Kalaupapa.
- IV. Contractor shall protect equipment from salt spray and weather; provide any temporary coverings as needed.

5. Installation Requirements

- I. Contractor shall prepare foundation/anchoring consistent with manufacturer requirements and site conditions.
- II. Contractor shall provide electrical connections, controller panels, grounding/bonding, and lightning protection as required.
- III. Contractor shall install vents, gauges, pumps, meters, hose reels, and nozzles; test for proper operation and leaks.
- IV. Contractor shall repair any surfaces opened for installation; match existing finishes.
- V. Contractor shall provide startup commissioning report including performance tests and safety checks.

6. Site Access & Logistics at Kalaupapa

- I. Personnel access is primarily by air; vendor shall plan mobilization accordingly.
- II. DOH may provide ground transportation and housing for personnel in Kalaupapa Settlement when available; contractor shall coordinate scheduling in advance.
- III. No retail food services or suppliers are available in Kalaupapa; contractor must plan accordingly to provide all necessary food for personnel that will be required on site.
- IV. Work hours and site rules will be established by DOH/NPS; contractor must comply with all safety and visitor regulations.

7. Contractor Submittals

- I. Product data sheets and certifications demonstrating UL listings and compliance.
- II. Shop drawings indicating layout, anchoring, electrical connections, and clearances.
- III. Project schedule including delivery milestones and installation timeline.
- IV. Commissioning plan and testing procedures.
- V. O&M manuals and training agenda.

8. Warranty & Training

- I. Minimum one-year warranty on tanks and installed equipment; manufacturer standard warranty shall apply if greater.
- II. Contractor shall provide onsite operator training covering safe dispensing, routine inspections, and emergency procedures.

9. Offeror Bid Submission Requirements

- I. Offeror must specify lead times for manufacture, delivery, and installation; proposed project schedule.
- II. Offeror must provide evidence of experience installing UL 142 AST systems and mobilizing at remote-sites such as Kalaupapa Settlement.
- III. Offeror must provide evidence of Hawai'i Compliance Express (HCE) Certificate of Vendor Compliance (valid at award).
- IV. Offeror must acknowledge all DOH terms and conditions, including Hawai'i GET and transaction fees where applicable.

10. Offeror Bid

- I. Offeror bid must specify the TOTAL costs of the project: The total price submitted on Offeror's Bid (OF-2) shall include costs to the State for tank(s), accessories, freight to Honolulu, storage and barge to Kalaupapa, on-site installation testing/commissioning, operator training, warranty, fees, and taxes.

11. State of Hawai'i Procurement Boilerplate (DOH)

- I. Vendor Compliance (HRS §103D-310(c); HAR §3-122-112). Offerors shall be compliant at the time of award. Compliance may be verified via Hawai'i Compliance Express (HCE) Certificate of Vendor Compliance, or via valid

paper clearances from DOTAX, IRS, DLIR, and DCCA. Failure to maintain timely compliance may result in non-award, delayed payment, or cancellation.

12. Hawai'i General Excise Tax (GET)

- I. Prices shall include all applicable taxes. GET rates shall not exceed the island-specific rates (e.g., O'ahu/Kaua'i 4.712%, Hawai'i 4.4386%, Maui 4.1666%), unless amended by law.

13. Insurance Requirements

- I. Commercial General Liability: minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- II. Automobile Liability: minimum of \$1,000,000 per occurrence.
- III. Workers' Compensation and Temporary Disability Insurance: per HRS Chapters 386 and 392.
- IV. Additional Insured & Primary/Non-contributory: Policies shall name the State of Hawai'i and its officers and employees as additional insured; any insurance maintained by the State shall apply in excess of, and not contribute with, contractor insurance.
- V. Certificates of Insurance: Provide prior to or upon contract execution; update upon renewal; immediate written notice of cancellation, limitation, or non-renewal.

13. Bonds

- I. For construction/installation services exceeding statutory thresholds, performance and payment bonds may be required in amounts equal to 100% of the contract price, executed by a surety authorized to do business in Hawai'i, per HRS §103D and policy board rules.

14. Standards of Conduct (HRS §11-355)

- I. Contractors are notified of campaign contribution restrictions applicable to State and County contractors paid with funds appropriated by a legislative body.

15. General & Special Conditions

- I. This solicitation and any resulting contract are subject to the Attorney General, General Conditions, Form AG-008 (latest revision), and any DOH Special Conditions (AG-015) applicable to the award. In any conflict, Special Conditions shall control over General Conditions.

16. Employment of State Residents on Construction Contracts (HRS §103B)

- I. If applicable, the awarded Contractor shall ensure that Hawai'i residents compose not less than eighty percent (80%) of the workforce for construction performed under the contract, including qualifying subcontracts ≥ \$50,000.

17. Safety and Health Certification (HRS §396-18)

- I. For construction bids in excess of \$100,000, the offeror certifies that a written safety and health plan will be available and implemented by the notice-to-proceed date.

18. Execution of Contract & Order of Precedence

- I. Upon award, the State may require execution of standard contract forms (AG-004/AG-002/AG-011, as applicable). Order of precedence: (1) Contract, attachments, and addenda; (2) IFB and addenda; (3) Vendor's Bid.

19. Bid Protests

- I. Pursuant to section 103D-701, HRS, and chapter 3-126, HAR, an actual or prospective bidder, offeror, or contractor aggrieved by an award of a contract may file a protest with the chief procurement officer or Point of Contact; provided that no protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of offers. Only the following matters may be protested:
 - A. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
 - B. A state purchasing agency's failure to follow any rule established pursuant to chapter 103D, HRS; and
 - C. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a competitive solicitation issued by the state purchasing agency.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

AHJ	= Authority Having Jurisdiction – the government department that has the legal authority to approve plans, inspect work, and enforce codes
AST	= Above-ground Storage Tank
BAFO	= Best and Final Offer
Bidder, Offeror or Proposer	= Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CPO	= Chief Procurement Officer
CSC	= Container Safety Convention
DAGS	= Department of Accounting and General Services
Department, (DOH)	= Hawai'i State Department of Health
DLNR	= Hawai'i State Department of Land and Natural Resources
FE	= Franklin Electric, manufactures submersible turbine pumps
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
GP	= General Provisions
GPM	= gallons per minute
HAR	= Hawai'i Administrative Rules
HlePRO	= State of Hawaii eProcurement system
HCE	= Hawai'i Compliance Express
HP	= Horsepower
HRS	= Hawai'i Revised Statutes
HST	= Hawai'i Standard Time
IFB	= Invitation for Bids
ISO	= International Organization for Standardization
NFPA	= National Fire Protection Association

NPS	=	National Park Service
O&M	=	Operation and Maintenance
Procurement Officer	=	The contracting officer for the State of Hawai'i, State Procurement Office
SPO	=	State Procurement Office
State	=	State of Hawai'i, including its Departments, agencies, and political subdivisions
TMK	=	Tax Map Key
UL listed	=	a complete, standalone product has been tested by UL Solutions to meet strict U.S. safety standards

SCOPE OF WORK

In accordance with these Special Provisions, the attached Specifications, SPO General Provisions, dated 4/2013, and the AG General Conditions, Form AG-008, dated 01/10/23.

CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. Baron Chan, Hansen's Disease Branch Chief or his duly appointed representative is designated as Contract Administrator and may be contacted at (808) 733-9831.

TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period from April 1, 2027, through March 31, 2028.

The Delivery Date for this contract will be determined in July/August of 2027 when the NPS/DOH contracted annual barge is scheduled to ship from Honolulu to Kalaupapa, Molokai. The annual barge historically off-loads in Kalaupapa in August of each year. The Contractor would not be charged if they choose to ship their products on the NPS/DOH contracted barge from Honolulu to Kalaupapa. If the Contractor elects not to use the NPS/DOH annual barge to Kalaupapa, the delivery date can be negotiated but must be installed during the Summer of 2027. Due to the size of the Kalaupapa harbor and weather conditions, barges to Kalaupapa have shipped as early as June, and as late as early September.

Unless terminated, the delivery date may be extended without re-solicitation, upon mutual agreement in writing between the State and the vendor, prior to the expiration date, for not more than one (1) additional twelve-month period, or parts thereof, pending availability of funds. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon one hundred twenty (120) days prior written notice.

OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell the product(s) specified herein. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve the questions prior to submitting an offer. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest evaluated price bid, the contract will be awarded to that Offeror.

STATE'S COMMITMENT

In return for prices submitted, the State Department of Health Hansen's Disease Branch (Hansen's Disease Branch) may purchase their requirements for items listed herein from the lowest responsive, responsible Offeror.

The Hansen's Disease Branch may elect not to extend its commitment to this contract beyond the initial contract term.

OFFEROR QUALIFICATIONS

The company name, street, address, city, state and zip code shall be provided on the appropriate Offer Form, OF-1.

Licensing and Accreditation. At the time of offer, Offeror must hold all licenses and accreditations required under federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services described in Scope of Services and Description of Work.

RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required to be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS §103D-310(c):

- A. Chapter 237, General Excise Tax Law;
- B. Chapter 383, Hawaii Employment Security Law;
- C. Chapter 386, Workers' Compensation Law;
- D. Chapter 392, Temporary Disability Insurance;
- E. Chapter 393, Prepaid Health Care Act; and
- F. Certificate of Good Standing for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions to register for Hawaii Compliance Express (HCE) utilized for verification of compliance.

REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing.

Offeror is charged with the presumptive knowledge of all requirements of the cited authorities, including State, Local, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of service. Submission of a proposal by the Offeror shall constitute a representation and certification of such knowledge on the part of the Offeror.

SUBMISSION OF OFFER

Offers shall be received on HlePRO no later than the date and time stated on the cover page of the IFB. Offers received after the deadline shall not be accepted by HlePRO.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

OFFEROR PREPARATION

Offer Form, Page OF-1. Offeror shall submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers may be automatically rejected to avoid any errors in interpretation during the bid evaluation process. Offerors shall not be given an opportunity to clarify questionable prices.

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Price. The Bid Price shall include all fees, shipping, taxes, and other related costs. Offerors shall submit their Total Bid Price on Offer Form OF-2 found on page OF-2 of this IFB.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under IRS Chapter 238. Offeror(s) are advised that they are liable for the Hawaii GET at the current 4.0% plus the ½% County Surcharge Tax for sales made on Oahu, and at the 4.0% rate for the island of Molokai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror 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 Offeror is doing business in the State and that Offer will pay such taxes on all sales made to the State.

CONTRACT PRICE ADJUSTMENT

The Contract price may be adjusted prior to the beginning of the extension periods and shall be subject to allotment and the availability of funds.

LIABILITY INSURANCE

The Contractor shall obtain, maintain, and keep in force throughout the period of the Contract the following types of insurance:

- a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For both the general liability and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The Contractor shall maintain in effect this liability insurance until the STATE has certified that the Contractor's work under the Contract has been completed satisfactorily.

Prior to or upon execution of the Contract, the Contractor shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above.

Each insurance policy required by the Contract shall contain the following clauses:

- (1) "The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii."
- (2) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The certificate of insurance shall indicate these provisions are included in the policy.

The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the State an updated certificate of insurance.

AWARD OF CONTRACT

Method of Award. Award, if any, will be made to the responsive, responsible Offeror submitting the lowest Bid Contract Price based on Offeror's Bid.

Responsibility of Offeror. Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, Certificate of Vendor Compliance is a printable certificate that will provide compliant status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Department of Labor and Industrial Relations and a Certificate of Good Standing from the Department of Commerce and Consumer Affairs required

pursuant to Hawaii Revised Statutes (HRS) §103D-310(c) and Hawaii Administrative Rules (HAR) §3-122-112.

Vendors/contractors/services providers are advised to register with Hawaii Compliance Express (HCE) at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. Providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC (HIC).

Timely registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant at the time of award, an Offeror otherwise deemed responsible may not receive award.

TIE OFFERS

Tie offers received from responsive Offerors that are identical in price shall be awarded in the following manner:

1. Award shall be to the Offeror who received the previous award.
2. If none of the tied Offerors received the previous award, then the tie shall be resolved by the drawing of cards. Offeror with highest value card will be awarded.

SUBCONTRACTING

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 Offeror of his/her 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 with Hawaii Compliance Express. Subcontractors shall also comply with the insurance provisions in accordance with terms and conditions herein.

REQUEST FOR WITHDRAWAL OF OFFER

An Offeror may submit a written request to withdraw their offer prior to the Notice of Award. All requests shall be accompanied by applicable documentation justifying the request for withdrawal. Any request for withdrawal of an offer shall be subject to approval by the Procurement Officer or its designee. Failure to submit documentation justifying the Offeror's request shall be sufficient reason to deny the request.

No requests for withdrawal shall be considered after the Notice of Award, if any, have been issued.

CONTRACT EXECUTION

The State shall forward to the successful Offeror a formal written contract to be signed by the vendor.

The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the vendor prior to the official contract commencement date.

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

INVOICING

Contractor shall forward an original invoice directly to:

Hansen's Disease Branch
3627 Kilauea Avenue, Room 102
Honolulu, Hawaii, 96816
Attention: Ms. Samantha Berberich, Administrative Officer

The invoices shall list as a minimum:

- (1) Specific services and supplies provided;
- (2) Quantities delivered;
- (3) Extended total(s); and
- (4) Applicable GET

PAYMENT

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

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

PREVENTION OF CONTRACT PERFORMANCE

There shall be no obligation to deliver, receive or use any item when and while the manufacturing or delivering of product in the customary manner is prevented or hindered by any act of God, fire, riot, labor disturbances, accidents, war, acts of any government (whether foreign or domestic, federal, state, county or municipal), partial or total interruption and loss or shortage of transportation facilities or supplies, and curtailment of business or by other causes beyond the control of the Contractor, whether similar to the causes as specified herein or not.

FAILURE TO DELIVER

Vendor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions herein. If a Contractor is unable to deliver products under contract,

it shall be the Contractor's responsibility to obtain prior approval of the Hansen's Disease Branch to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to HAR chapter 3-126, Legal and Contractual Remedies.

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective Offeror 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:

State Department of Health
1250 Punchbowl Street
Honolulu, Hawaii 96813

Or

P.O. Box 3378
Honolulu, Hawaii 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 offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Award if any, resulting from this solicitation shall be posted to the SPO website on Contract Awards at <http://hawaii.gov/spo>.

CANCELLATION OF IFB AND OFFER REJECTION

The State reserves the right to cancel this IFB and to reject any and all offers in whole or in part, and waive any defects, when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 through HAR §3-122-97.

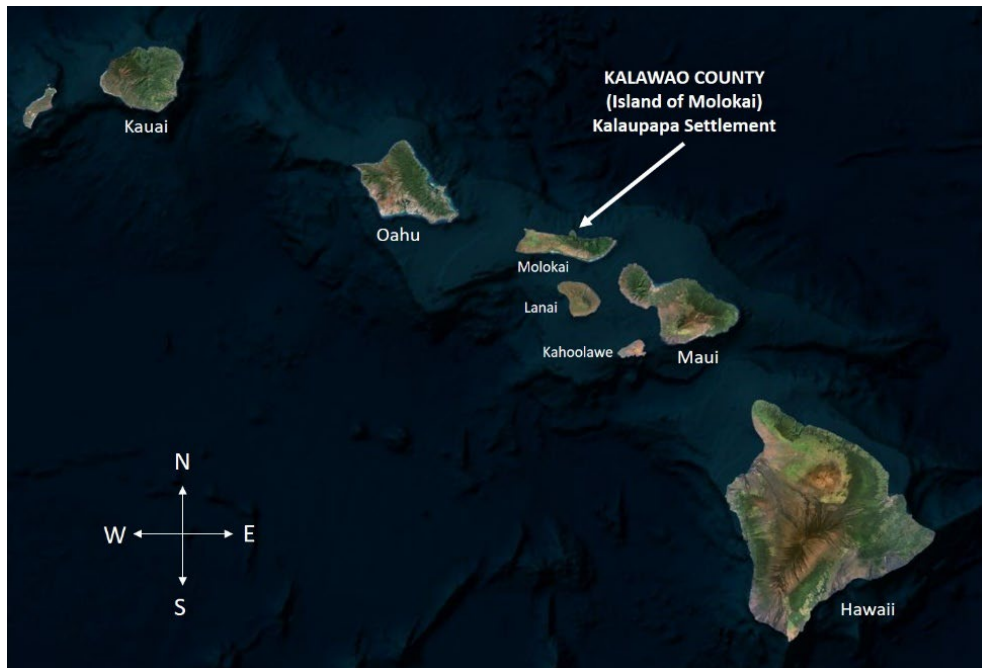
The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this IFB is canceled or an offer is rejected.

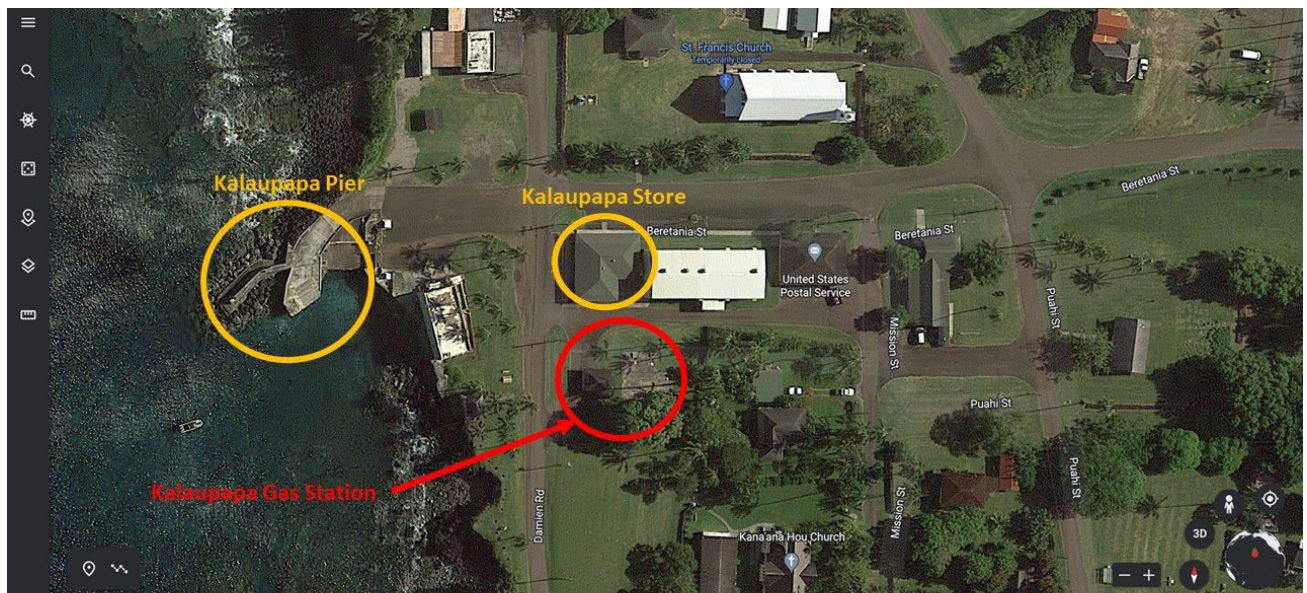
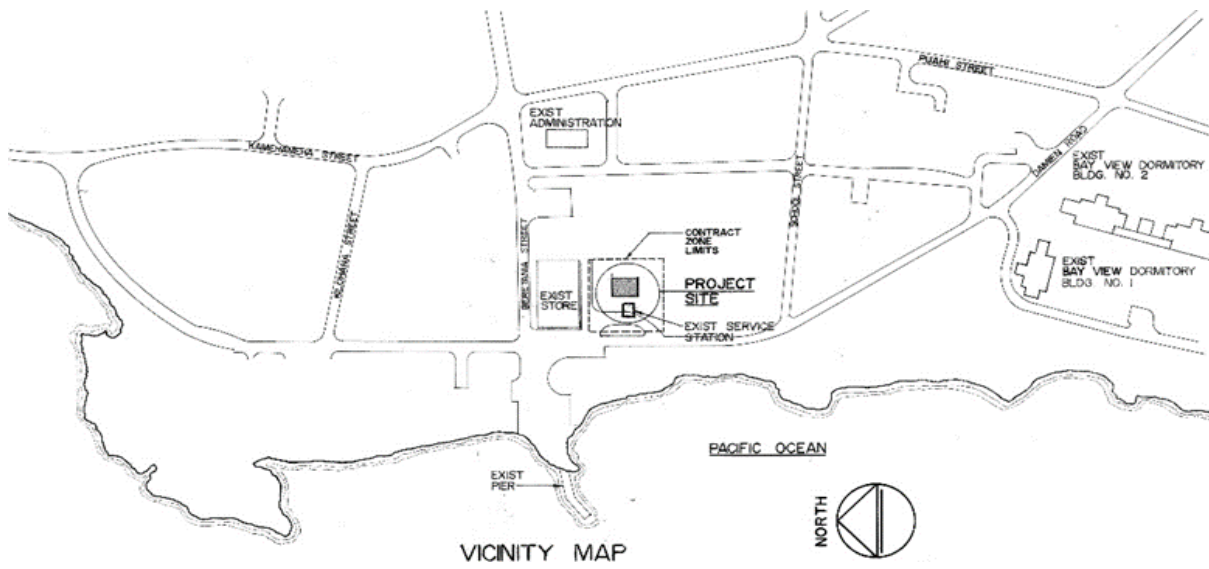
KALAUAPAPA SETTLEMENT - GASOLINE STATION
Kalawao County, Island of Molokai, State of Hawaii
TMK (2) 6-1-001:001

Site Description

The Settlement's gas station is located - see map below - in Kalawao County, Island of Molokai, State of Hawaii.

- TMK (2) 6-1-001:001
- Latitude: 21°11'23.52"N, Longitude: 156°59'2.24"W.





Photos of Kalaupapa Gas Station site

