

INVITATION FOR BID NO. 2861:

PROPOSAL AND SPECIFICATIONS
FOR
REPLACING THE FUEL DISPENSING SYSTEM
AT THE KEAAU POLICE STATION
FOR THE HAWAI'I POLICE DEPARTMENT,
COUNTY OF HAWAI'I

HILO, HAWAII

NOTICE TO BIDDERS

(Chapter 103D, HRS)

Pursuant to Chapter 103D, HRS, the County of Hawai`i is requesting bids/proposals for the following:

INVITATION FOR BID NO. 2861
REPLACING THE FUEL DISPENSING SYSTEM
AT THE KEAAU POLICE STATION
FOR THE HAWAII POLICE DEPARTMENT,
COUNTY OF HAWAI'I

SEALED TENDERS will be received and publicly opened at ***2:00 P.M., THURSDAY, DECEMBER 20, 2012***, in the Office of the Purchasing Division, Department of Finance, County of Hawai`i, 25 Aupuni Street, Hilo, Hawai'i 96720.

Upon application, forms of proposal and specifications may be obtained from the above-named office. **Any request for approval to substitute any item or take exception to any specification, special provision or general condition must be received *in writing* in the above-named office on or before DECEMBER 6, 2012.** Any question regarding clarification of any information contained in any bid document must be received *in writing* in the above-named office on or before DECEMBER 6, 2012. All potential offerors are advised that the County of Hawai`i reserves the right to reject any offer which does not follow these instructions.

NANCY CRAWFORD
Director of Finance

PROPOSAL
FOR
REPLACING THE FUEL DISPENSING SYSTEM
AT THE KEAAU POLICE STATION
FOR THE HAWAI'I POLICE DEPARTMENT,
COUNTY OF HAWAI'I

_____, 20____

Director of Finance
County of Hawaii
Hilo, Hawaii

Dear Sir:

The undersigned hereby proposes to replace the existing fuel dispensing system for the agencies listed, County of Hawaii, all in strict compliance with the Specifications and Special Provisions attached hereto and General Terms and Conditions for Goods and Services dated July 1, 1994 made a part hereof.

It is understood and agreed that the items to be furnished are for the exclusive use of the County of Hawaii and are therefore exempt from Federal Excise Taxes and that the net bid price excludes such tax. An exemption certificate will be furnished upon request for use by the manufacturer in obtaining such exemption.

The undersigned further agrees that he has carefully read and understands the Proposal for this contract and that the Director of Finance, County of Hawaii, reserves the right to accept or reject any and/or all bids or accept other than the low bid, if in his judgment, by so doing, it will be for the best interest of the Public and the County of Hawaii.

For contracts exceeding \$2,500.00, the successful bidder will be required to furnish proof of compliance with the requirements of §3-122-112, HAR (see Special Provisions 23 & 24).

Upon acceptance and award of this Proposal by the Director of Finance, the undersigned hereby agrees to enter into and execute the Contract as required by law within ten days after award.

It is further understood and agreed that no bid or performance bonds will be required for this solicitation.

Item 1: Replacement of existing fuel dispensing system at the Kea'au station to a pressure fuel system. (Req. pd.02926):

System Make: _____

System Model: _____

Total Bid Price \$_____

Completion within _____ calendar days of Notice to Proceed.

Warranty of _____ calendar days on all parts and labor.

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion. This proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation, and no official or employee of the government has any illegal interest in the offer or any portion of the profits thereof.

The undersigned represents:

Offeror is:

Sole Proprietor Partnership Corporation Joint Venture

Other _____ State of Incorporation _____

Federal I.D. No.: _____ Hawaii GET License I.D. No.: _____

(If providing social security number, please seal information in separate envelope)

Business address: _____

City, State, Zip Code: _____

Name of Company contact and address to which correspondence should be sent:

Name of individual: _____

Respectfully submitted:

(x) _____ Authorized (Original) Signature

Address: _____

Name and Title (Please Type or Print)

Telephone No.: _____

* _____
Exact Legal Name of Company (Offeror) under which the awarded contract will be executed

Fax No.: _____

E-mail Address: _____

If Applicable:

Contractor's License No. _____ (Attach Copy of License)

(PLEASE TYPE OR USE BLACK INK)

IFB #2861 ~ REPLACE FUEL SYSTEM

~ PROPOSAL ~

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COUNTY OF HAWAI'I
Non-Debarment
CERTIFICATE OF COMPLIANCE

Reference: IFB# 2861
(IFB/RFP/QR Number)

____ affirms it is in
(Company Name)

compliance with all laws, as applicable, governing state and federal debarment, and that:

1. The company/individual named above **was not** debarred at the time of bid submittal;
2. The company/individual named above shall immediately notify the County of Hawaii should debarment status change anytime during this agreement.

Moreover _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future contract awards.

Signature: _____

Print Name: _____

Title: _____

Date: _____

GENERAL SPECIFICATIONS

All items shall be new, current model of best quality manufacture. "Heavy duty" commercial or industrial use items are generally required, as opposed to retail or home use items. Where a brand has been specified it is intended as an aid to bidders to describe generally the quality and type of merchandise desired. The burden of proof that an item other than the manufacturer's brand named is equal or better shall be upon the bidder. In areas that the County has standardized upon certain brand items, equipment of other manufacture would be considered only if in the overwhelming best interest of the County. All items offered shall NOT have been used in any demonstration or exhibit.

Bidders **MUST** include copies of brochures or other appropriate descriptive materials with their bid. Such material must be clearly marked with a reference as to which item number is being described. Bids without adequate information to determine exactly what is being offered may not be considered.

All items shall be furnished will all normal accessories, features and parts required to accomplish the use intended and delivered in completely assembled condition ready for use. Crates and other packing materials sufficient to protect the items during transit will be used, provided that only ordinary tools, skill and care will be required to remove the item and place it in service. Where installation is called for, all items must be completely installed, tested and turned over to the County in good operating order. All packing materials and rubbish shall be removed save that required to return goods if necessary.

All prices **MUST** include all taxes, including the Hawaii State Sales Tax, but excluding any federal excise taxes.

ITEM 1
REPLACE FUEL DISPENSING SYSTEM

**BIDDER'S
EXCEPTIONS**

To convert the existing suction fuel system to a pressure fuel system.

Specifications:

1. Remove two (2) existing fuel suction dispensers.
2. Furnish and install two (2) new Gasboy 9853 Electronic Twin-One product Dispensers.
3. Furnish and install two (2) new RJ 3/4hp Submersible Turbines on fuel tanks and re-pipe fuel lines.
4. Furnish and install an Isolation Relay Boxes next to breaker panel.
5. Install electrical for new Turbines and Dispensers.
6. Start-up and calibrate fuel system.

~ SPECIAL PROVISIONS ~

1. All bids shall be made on the blank form of the proposal annexed hereto and shall be signed by the bidder with his business address and telephone number. All pages of the proposal, specifications and these special provisions, including any referenced exhibits should be returned with the bid proposal.
2. Whenever an article, product, or equipment is specified by the manufacturer, number, brand, or trade name, it is understood that the words "or equal" follow thereafter unless specified as "no substitution". The burden of proof of equality shall be on the contractor and the decision of Director of Finance shall be final.
3. All work (if any) will be performed in a first class workmanlike manner according to industry standards. The County shall be the sole judge of quality of work and in any dispute between Contractor and County, the decision of the Director of Finance shall be final.
4. No bidder may withdraw his bid after the hour set for opening thereof or before award by purchase order unless said award is delayed for a period exceeding 30 days.
5. Bid price quotation shall include all material, labor, supplies, taxes, freight and delivery charges and any and all other incidental costs of any kind to perform the work and/or deliver and/or install the items completely as specified. Taxes shall include all applicable taxes, including State of Hawaii general excise taxes and use taxes, and exclude Federal excise taxes, if any, unless otherwise specified herein.
6. It is understood and agreed that the County may purchase greater (not to exceed 10%) or fewer quantities of any sub-item at the stated unit price at the time of initial contract.

It is further understood and agreed that, by mutual consent, the County may purchase additional items (not to exceed 10% of the original item quantity) at the stated unit bid price for an additional one-year period following the Notice to Proceed without calling for new bids.

7. The County reserves the right to reject any and all bids and to accept the bids in whole or in part as best suited in the interest of the County, giving due consideration to price, quality of product, and proven dependability and ability of each bidder with respect to ability to serve the County.

8. Completion, installation or delivery date will be calculated from the date of the "Notice to Proceed" or the date of the Purchase Order, unless otherwise specifically noted.
9. This being a bid for goods and services (or construction not expected to exceed \$25,000.00), no bid bond or performance bond will be required.
10. When the word "Standard" is used in the Specifications to describe an item of equipment or an assembly, it shall be construed to mean that the item or assembly so described shall be the regular current product of the manufacturer thereof identified by a model or other designation without the modification of omission of any of its usual parts or the substitution of others therefore, except as hereinafter specified; and the details, capacities, and ratings shall conform in every respect with the same manufacturer's catalog or other printed matter describing the item or assembly. "Standard" subassemblies, accessories, fittings and finishes shall be construed to be those which are regularly furnished as part of the principal unit or assembly and included in the selling price thereof.
11. The Director of Finance reserves the right to waive and/or accept any minor deviations from the specifications if, in his/her opinion, such waiver will be in the best interest of the County and that such waiver shall not affect in any way the standards of performance, operations, capacities or quality of items offered.
12. All bids received will be time-stamped and deposited in the locked bid box of the Purchasing Division until the hour of bid opening. Bids mailed in must arrive in the Purchasing Division before the time of opening; bids received late will be returned unopened. Facsimile copies of bids may be accepted with the prior approval of the Purchasing Agent should there be good reason for delay. Facsimile transmission should include **only** relevant proposal pages (not pages showing only "no bid"), the signature page, the bid bond, if required, and any exceptions to specifications. The County of Hawaii will not be responsible in any way for errors in transmission or failure to receive the fax bid in a timely manner, nor will the County guarantee that the fax bid has remained completely confidential. Complete original signed bid must be received *within five (5) working days* of the bid opening if prior permission to submit a fax copy or otherwise incomplete bid has been granted.
13. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications", and shall be attached to the bid at the front.
HOWEVER, ALL BIDDERS ARE CAUTIONED THAT ANY EXCEPTIONS TO ANY

SPECIFICATION, SPECIAL PROVISION, GENERAL CONDITION OR THE PROPOSAL ITSELF WILL IN ALL LIKELIHOOD RESULT IN THE BID BEING REJECTED IN ACCORDANCE WITH 3-122-33, HAR, AND 3-122-97, HAR. The only acceptable exceptions are those which are, solely in the opinion of the County, totally inconsequential to the performance, characteristics, quality or utility of the requested item, or are of the nature of correcting typographical errors in bid documents or allowing exception when a specification clearly cannot be met by any bidder or is in conflict with another specification. Bidders wishing to take any other exception or requesting a clarification or interpretation regarding any part of the bid document must submit their request in writing on or before the deadline date provided in the Notice to Bidders and receive written clarification or authorization for such change or have an addendum applicable to all bidders issued.

14. Bids should be submitted with all pages of the proposal, specifications and special provisions and conditions complete, plus descriptive information such as brochures or specification sheets where appropriate. Such material should be clearly marked with a reference as to the item number being described, the bid number and the bidder's name. Bids without adequate information to determine exactly what is being offered may be rejected without further action, however, the County retains the option to request additional information from bidders at any time and use that information in evaluating bids.
15. Out-of-state bids which fail to list a State of Hawaii Excise Tax number will be increased to reflect the amount of State of Hawaii General Excise Tax they would be liable or should they be doing business within the State. The lowest responsible bidder, taking into consideration the above increases and all other factors, shall be awarded the contract, if any, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of increase for imputed taxes.
16. Preferences, unless otherwise specifically stated shall be applied according to Hawaii Revised Statutes and Hawaii Administrative Rules Title 3, Subtitle 11, Chapter 24. Such preferences include Hawaii Products, Printing, Binding and Stationary Work, Reciprocal Preference, Recycled Products, and Software Development Businesses.
17. Bid price quotation shall be BE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, AND INCLUSIVE OF ALL APPLICABLE TAXES, INCLUDING HAWAI`I GENERAL EXCISE TAX AND USE TAXES. The County of Hawai`i is exempt from the City and County of Honolulu, 0.5% General Excise Tax Surcharge. Federal excise taxes are excluded and an exemption certificate will be furnished upon request. Delivery and/or

installation of all items shall be to the respective County Agency at locations specified; unless otherwise stated delivery shall include removal of all items from containers, transport, unloading and stacking in designated inside storage areas in the general vicinity by Contractor or its freight agent. Contractor or its freight agent shall provide the necessary equipment, (fork-lift, crane, etc.), to unload and stack material/equipment in specified areas. The time and date of delivery is subject to the approval of the receiving County Agency, however; such approval shall not be unreasonably withheld. Invoices shall be submitted in quadruplicate to the using agency. Payment shall be made as soon thereafter as the normal course of business allows, provided all specifications, provisions and general conditions of bid proposal have been met.

18. Awards exceeding \$25,000.00 will require formal contracts.
19. Any protest regarding procurement law or procedure shall strictly follow the procedure described in Chapter 126, Hawaii Administrative Rules, Department of Accounting and General Services, Subtitle 11, Procurement Policy Board. All protests must be filed in writing to Mrs. Nancy Crawford, Chief Procurement Officer, County of Hawaii. It shall be the responsibility of any protester to review all public documents relating to this IFB or RFP and his or any other vendor's contract award within five (5) working days after the aggrieved person knows or should have known of the facts giving rise to the protest, became available for public inspection and file all protests within that period. Any protest regarding the content of this solicitation must be properly filed prior to the date set for the receipt of offers. While the County may make efforts to notify all participants of awards, failure to receive such notification shall not relieve any aggrieved bidder of their responsibility of reviewing public records on a timely basis, and filing their protest within five (5) working days of the date posting of the award of the contract.

No other action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawaii, State of Hawaii; nor shall any action commenced in such court be removed or transferred to any other State or Federal Court.

20. **GENERAL CONDITIONS, CONTRACT AND BOND FORMS**

The "General Terms and Conditions for Goods and Services", including exhibits of appropriate contract and bond documents, dated July 1, 1994, shall be a part of any contract entered into as a result of this proposal. All bidders are responsible to be familiar with these general terms and conditions, a copy of which is on file at the Purchasing Division and will be made available to any interested person upon request at no charge. Where any conflict might appear, these Special Provisions shall have

precedence over the General Terms and Conditions and the Specifications of this bid shall have precedence over either.

21. Liquidated damages, per Section 6.12 of the General Terms and Conditions for Goods and Services, dated July 1, 1994, shall be assessed at one-tenth of one percent (0.1%) for each day of delay for delivery or installation (if applicable) of any item.
22. It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the County that the services must be provided by public employees pursuant to Civil Service Laws or that such services will be discontinued. It is further understood that should such a finding be made, the County will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this agreement.
23. **RESPONSIBILITY OF OFFERORS:**

Offeror is advised that if awarded a contract under this solicitation, for any single item exceeding \$2,500.00, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

Chapter 237, tax clearance;

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

5. One of the following:

- a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
- b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

24. **METHOD OF AWARD**

Award will be made to lowest responsible bidder.

Reference Responsibility of Offerors in §3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Prior to completion of contracts the following requirements must be met.

Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500 or more:

All vendors doing business with the State or County are required to comply with all applicable statutes, administrative rules and procedures. State or County agencies must verify compliance prior to award. Acceptable verification is through Hawai'i Compliance Express (HCE). Vendors wishing to do business with the State or County must register in HCE and be in compliance.

HCE is a one-stop online program where vendors verify and manage their compliance. Once a vendor is registered, HCE provides the following proof of compliance/compliance documentation:

Certificate of Good Standing (COGS) from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division

Tax clearances (federal and state) from the Department of Taxation (DOTAX)

Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 (Worker's Compensation law), 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act, from the Department of Labor and Industrial Relations (DLIR)

There is a nominal fee to subscribe to HCE. Please note that it may take two or more weeks to establish a vendor account in HCE. For more information and to register, see <http://vendors.ehawaii.gov>.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old must accompany the invoice for final payment on the contract.

25. **NON-DISCRIMINATION IN COUNTY CONTRACTS:** Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005: During the performance of this contract, the contractor agrees as follows:

- a. The contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in Federally assisted programs.

- b. The contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veterans' status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- c. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section (d) above.
- f. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

26. **Non-Debarment Requirements**

The contractor shall certify that they were not debarred by the State of Hawaii or the United States Federal government at the time of bidding. And will further certify that the company/individual shall immediately notify the County of Hawaii should their debarment status change anytime during the agreement period. All bidders should complete the Non-Debarment Certificate of Compliance included herein.