

INVITATION FOR BID NO. 2890

PROPOSAL AND SPECIFICATIONS
FOR
FURNISHING AND DELIVERING
A HOSTAGE NEGOTIATION VEHICLE,
TO 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. 2890
FURNISHING AND DELIVERING
A HOSTAGE NEGOTIATION VEHICLE
TO THE HAWAI'I POLICE DEPARTMENT,
COUNTY OF HAWAI'I

SEALED TENDERS will be received and publicly opened at **2:00 P.M., WEDNESDAY, FEBRUARY 20, 2013**, in the Office of the Purchasing Division, Department of Finance, County of Hawai`i, 25 Aupuni Street, Hilo, Hawai`i.

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. FEBRUARY 13, 2013.** 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, *FEBRUARY 13, 2013*. 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

ALL COUNTY OF HAWAI`I IFBS AND RFPS ARE NOW LISTED ON THE WEB AT
<http://www2.hawaii.gov/bidapps/> AND <http://www.hawaiicounty.gov/bids-proposals-contracts/>

STATE OF HAWAI`I ~ PROCUREMENT NOTICE SYSTEM (PNS)
Publication Date: February 6, 2013

PROPOSAL
FOR
FURNISHING AND DELIVERING
A HOSTAGE NEGOTIATION VEHICLE
TO 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 furnish and deliver the proposed vehicle to the Hawaii County Fire Department, County of Hawaii, at Hilo, Hawaii, complete as specified, 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 services 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 25 & 26).

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 the award.

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

❖ **Item 1:** One (1) only Hostage Negotiation Vehicle, complete as specified, to be delivered to the Hawaii County Police Department, 349 Kapiolani Street, Hilo, Hawaii 96720 (Req. cd.00505):

Make _____ Model _____

Chassis Mfg. & Model _____ Production Year _____

Unit Cost \$ _____ Total Bid Price \$ _____

Delivery to be made within _____ calendar days after Notice to Proceed.

Standard manufacturer's warranty on all parts and labor (not including specific warranties required in specifications) of _____ calendar days or _____ miles, whichever comes first. Additional warranty of _____ days and/or _____ miles, whichever comes first available at additional cost of \$ _____.

MAINTENANCE/SERVICE: All bidders must supply name and location of service facility located on the Island of Hawaii which will be responsible for repairing/replacing warranty items and providing service, replacement parts and maintenance if required and representing contractor for the purpose of compliance with all aspects of this Invitation to Bid and any subsequent Contracts and/or Supplemental Agreements:

Name of Facility _____

Address _____ Zip _____

Name of Manager _____ Telephone _____

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: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

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: _____

State of Hawaii Motor Vehicle Dealer Number _____

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

Name of individual: _____

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Name and Title (Please Type or Print)

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

(PLEASE TYPE OR USE BLACK INK)

COUNTY OF HAWAII`I
Non-Debarment
CERTIFICATE OF COMPLIANCE

Reference: IFB# 2890
(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: _____

SPECIFICATIONS FOR A HOSTAGE NEGOTIATION VEHICLE

GENERAL

The vehicle shall be latest model year, bidder shall indicate which production year shall be provided for each item proposed. The vehicle shall be new (not "demonstrators") and complete meeting these detailed specifications as well as all legal requirements and the manufacturer's catalog descriptions. The vehicle shall be aesthetically pleasing in design, with attention to workmanship and details. Also of concern will be the ease of boarding, passenger comfort, visibility and safety to driver and passengers. Workmanship throughout the vehicle and/or accessory shall conform to the highest standard of commercially accepted practice. The vehicle shall be relatively smooth and free of burrs and other projections and shall be neatly finished. Replacement parts shall be readily available at a convenient source. **CATALOG/BROCHURE MUST ACCOMPANY BID.** County will allow a maximum of 180 calendar days for delivery of the vehicle. Bids which indicate longer delivery schedules may be rejected. The Vehicle shall be completely assembled, serviced and in good running order and shall be properly registered with the County Treasurer's office prior to delivery.

DELIVERY: Delivery of the vehicle, unless otherwise specified, shall be made to Hawaii Police Department, 349 Kapiolani St., Hilo, Hawaii, 96720. Registration certificates shall be mounted in appropriate holder on left side sun visor. Delivery **MUST BE MADE BY A REPRESENTATIVE OF THE CONTRACTOR; UNDER NO CIRCUMSTANCES WILL THE COUNTY OF HAWAII ACCEPT DELIVERY FROM A FREIGHT CARRIER.**

ACCESSORIES: Any and all items of equipment, components and accessories as listed on manufacturer's specifications and/or brochures as standard items of equipment, whether stated herein or not, shall be included. The vehicle and accessories shall fully comply with all Federal, State and OSHA regulations and requirements.

MANUALS: The vehicle shall be delivered with all appropriate manuals for repair of the engine and transmission.

WARRANTY: In all cases, no less than manufacturer's standard warranty shall be offered. Contractor shall personally handle all warranty items, including, if necessary, pick-up of an inoperable vehicle and return at its established work location. Time spent out-of-service will be added to the warranty period established on a day-for-day basis. Extended warranties, beyond manufacturer's standard warranty, that must be paid for will NOT be considered in evaluation.

PARTS AVAILABILITY: During the warranty period replacement parts for the vehicle shall be made available within five (5) working days. Unless clearly beyond the contractor's control, any parts requirements not fulfilled within that time will cause liquidated damages to be applied per the schedule in paragraph 22 of Special Provisions, based on the full contract price of the vehicle which the County is unable to use due to unavailability of parts. The Contractor may furnish an

equivalent vehicle as a "loaner" to avoid these liquidated damages. Shipping cost for replacement parts and return of defective parts shall be contractor's responsibility.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of a complete vehicle equipped as hereinafter specified. These specifications shall cover only the general requirements as to the type of construction and test to which the vehicle shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified are left to the discretions of the contractor, who shall be solely responsible for the design and construction of all features. Loose equipment shall be provided only as stated in the following pages.

Bidder shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bidder proposal.

Each bidder shall furnish satisfactory evidence of their ability to construct the vehicle specified and shall state the location of the factory where the vehicle is to be built. The bidder shall also show that the company is in position to render prompt service and to furnish replacement parts for said vehicle.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the vehicle and equipment proposed and to which the vehicle furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

ADHERENCE TO SPECIFICATIONS

In order to closely evaluate all bids and determine the responsiveness to the customer request. Each proposal must be submitted in the same order as the customer specification for ease of comparison. Those items that are different by brand, model number (when applicable), and operational performance must be clearly defined and listed separately on a document clearly identified as "Clarifications and Substitutions".

QUALITY AND WORKMANSHIP

The design of the vehicle shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field.

DELIVERY

To insure proper break in of all components while still under warranty, the Vehicle may be delivered from the point of manufacturer (POM) to the point of which it will undergo overseas shipping under its own power if feasible. Other transportation methods from POM to the point of which it will undergo overseas shipping may be considered by the Hawaii Police Department.

During overseas shipping, the vehicle shall be placed under deck to protect it from the elements. **No Exceptions.** A qualified delivery engineer representing the contractor shall deliver the vehicle and remain for a sufficient length of time to instruct personnel in the proper operation, care, and maintenance of the equipment delivered. The successful bidder shall agree to furnish the completed vehicle on or before **July 31, 2013**.

LIABILITY

The successful bidder shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the vehicle or any appliance furnished under this contract.

SPECIFICATION BID REQUIREMENTS

Bidders shall also indicate in the "yes/no" column if their bid complies on each item (paragraph) specified. Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page.

Proposals taking total exception to specifications shall not be acceptable.

Also, bidders shall submit a detailed proposal. A letter only, even though written on a company letterhead, shall not be sufficient. Bid proposals shall be submitted in the same sequence as specifications for ease of evaluation, comparison and checking of compliance.

EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.

GENERAL CONSTRUCTION

The complete vehicle, assemblies, subassemblies, component parts and so on, will be designed and constructed with due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the vehicle is to be subjected when placed in service. All parts of the vehicle will be strong enough to withstand the general service under full load. The vehicle will be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

The vehicle will be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between the front and rear axles, that all specified equipment, including a full compliment of specified ground ladders, full water tank, loose equipment, and firefighters; will be carried without overloading or injuring the vehicle.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

CHASSIS

- Ford Model E-450 Super Duty Cutaway Chassis (or equal) – Color White
- Front chrome Bumper & Grille
- 176 Inch Wheelbase Minimum
- 6.8 Litre E.F.I. V-10 Engine with "Fail Safe" Cooling System (or equivalent)
- 55 Gallon Fuel Tank (minimum)
- Super Engine Cooling including increased cooling capacity Radiator & Clutch Type Fan (or equivalent)
- 4-Speed Automatic Transmission with Overdrive
- Power Steering
- Power Disc Brakes – 4 Wheel Anti Lock
- Air Conditioning – Cab
- Fresh Air Heater and Defroster – Cab
- 4 Auxiliary Switches on Instrument Panel (minimum)
- 155 Amp Alternator
- Maintenance Free 72 Ampere Hour 650 CCA (minimum) Main Battery
- Heavy Duty Auxiliary Maintenance Free Battery

SUSPENSION

- 14,500 LB. GVWR (minimum)
- 5,000 LB. GAWR – Front (minimum)
- 9,500 LB. GAWR – Rear (minimum)
- Twin – I-Beam Suspension – Front
- Heavy Duty Shocks

WHEELS / TIRES

- Six – 8 Hole Disc 6.0-K
- Dual Rear Wheels
- LT225/75RX16E Radial Tires
- Stainless Steel "Chrome Rim Simulators" (or equivalent)

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

CAB

- Dual Telescopic Side Mirrors
- Bucket type Driver's & Passenger's Seats - FMVSS Approved with Seatbelts
Seats must not be effected by installation of Box and must have full travel of seat pedestal (forward/reverse)
- Gauges – Voltmeter, Engine Temperature, Oil Pressure, Speedometer (minimum)
- Full Insulated Headliner
- Two Speed Windshield Wiper with Intermittent feature (minimum)
- AM/FM/ Stereo with Clock (minimum)

BODY

- 16' Minimum Work Area length
- 84" Minimum Interior Height
- 91" Load Space Width (minimum)
- .040 (minimum) Pre-painted smooth aluminum side panels matching vehicle cab
- 5" Minimum Fiberglass Cab to body extension
- All steel galvanized rear posts and headers
- Galvanized wall posts on 16" centers
- Solid Humbuckle Riveting of Walls
- Welded and Reinforced all steel rear corners
- One piece aluminum roof
- Aero Dynamic Wind Deflector and Corner Posts
- 2" X 6" Dense Pine Sub Flooring (or equivalent)
- Vehicle to have Wheel Wells.
- 32" Wide (minimum) Curb Side Sedan Door with Window and Screen and 2 Step Diamond Plate Aluminum Step Well
- 30" Wide (minimum) Rear Door Hardware to be A.L. Hansen Model 105 Two Point Latching System (or equal) with Exterior Handle, Westin Body Hardware Model AE1-4959-04 (or equal), and Interior Handle, A.L. Hansen Model 74-1-CH (or equal).
- Inside of Doors lined with Aluminum .040 skins (minimum) – No exposed wood allowed.
- Exterior Lighting per FMVSS108 – Recessed with Spliceless Wiring

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

VEHICLE DIMENSIONS **all measurements cited are minimum requirements**

- Ext. Overall Length – 25'
- Ext. Overall Width – 96"
- Ext. Overall Height – 121.0"
- Work Area Length – 192"
- Lab Area Width – 91"
- Lab Area Height Floor to Roof – 84"

CONVERSION – SPECIFICATIONS / EXTERIOR

Federal Model S5201 (or equal) Streethawk Enclosed Emergency Light System mounted over vehicle cab.

Federal Model PA300 (or equal) Full Function Electronic Siren with Grille mounted 100 Watt Speaker.

Two (2) Whelen Model 810CAARR (or equal) Red Flashing Lights – Rear Mounted

One (1) Whelen Model UFM8 Heavy Duty Solid State Flasher (or equal) mounted in vehicle and accessible for service.

Four (4) Whelen Model 810CAOZR Floodlights (or equal) with 26 degrees angle optics.

Two (2) 120V AC Powered, 500 Watt each Telescoping Floodlights mounted to front of Box with 304 stainless steel brackets a minimum of .090 thick. All mounting hardware to be stainless steel. Electrical connection via liquid tight cord connector in compliance with U.L. listed standard 514B and weatherproof mounted junction box.

Generator Compartment Access Door manufactured of .090 minimum thick 3032 aluminum with chanel bend ends all sides. Box pan frame with 45 degree chamfer corners mounted with stainless steel hardware.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Generator Door mounted to frame at lower edge with stainless steel continuous "Piano Hinge". Door secured closed with lockable vise action compression latch equipped with 302 stainless steel tension spring with adjustable grip range of 1.53" to 2.15". Non adjustable slam type latches and locks not acceptable.

Sedan Type Side Access Door Curb Side of Vehicle in front of wheel well. Aluminum Diamond Plate side entry steps with door operated step lights equipped with an override switch.

CUSTOMIZED INTERIOR CONFIGURATION

Negotiations and Galley/Bathroom Area interior to have the following **minimum** cabinetry, features and equipment. To ensure that all required items will be accommodated, a minimum of three (3) layout drawings will be provided by any vendor submitting an offer. Required views to include overhead view, curb side elevation, street side elevation, and any additional views that may be needed to accurately depict the floor plan of the vehicle. There will be no exceptions allowed to this requirement of the specifications.

Vehicle features Direct Walk Through Access/Entrance from the cab to the Negotiations Area through a bulkhead with privacy curtain.

Bulkhead Wall between Negotiations Area and Galley / Lavatory Area with swinging door.

All vehicle wall and ceiling areas insulated with automotive type fibrous batting secured in place via a sprayed-on adhesive.

General wall areas finished in pebble grain FRP laminate panels with 3/8" wood substrate (minimum). Negotiations wall area finished in White, Dry Erase Marker Board.

Ceiling finished in FRP surfaced fiber substrate panels with color and pattern matching walls. Panels secured to roof ribs via industrial grade aluminum rivets.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Contour formed fabric finished aluminum panels around perimeter of roof to provide access to installed conversion wiring.

Floor leveled with minimum ½" exterior grade AC rated plywood attached to vehicle sub floor with screws spaced no more than 12" apart. Plywood coated with acrylic fortified tile adhesive and finished in industrial rated vinyl tile meeting ASTM F1066, Compliance 1, Class 2 and SS-1-312B (1), Type IV, Compliance 1 standards. All tile edges capped with aluminum trim attached with counter sunk screws.

All Storage Cabinets will be constructed with minimum .060 thick 3003-H14 aluminum. Heavy Duty Storage Cabinets to feature welded tubular steel framing of 1" X 1" X .060 and 1" X 2" X .060 seamless tube.

- Cabinets to have an industrial, baked on, polyurethane paint finish. All metal cabinets are to be degreased in a trichlorethylene vapor wash, thoroughly dried, and undercoated with phosphoric etch primer.
- Final polyurethane paint finish to be applied in 2 coats (minimum) with final texture coat applied to a minimum 2 mil thickness.
- Cabinet finish is to be baked-on in a convection type industrial oven at 160 degrees F (minimum).
- One (1) combination sink base & storage and refrigerator with two (2) formica finished doors. Doors equipped with vise action positive latching mechanisms with an adjustable grip range of 1.53" to 2.15".
- Formica finished doors to be mounted to steel frame of cabinets via recess mounted, self closing hinges. Varnish finished wooden doors are not acceptable.
- All hardware utilized for vehicle cabinetry is to be heavy duty and designed for mobile applications. General light duty, home or decorative hardware is not acceptable.
- Heavy Duty Coat and Gear Cabinet 24" W x 72" H x 22" D. Cabinet equipped with one (1) Formica Door with latching mechanism and clothes hangar bar.
- One (1) Storage Cabinet 35 H x 22" W x 22" D equipped with one (1) Formica Door with latching mechanism and two (2) interior shelves.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Four (4) 36" wide X 12" high X 12" deep aluminum wall mounted cabinet modules. Tapered front face design equipped with two (2) piece sliding smoked plexiglass doors mounted in clear anodized aluminum tracks. Doors equipped with high strength magnetic latch and recessed chrome plated finger cup

One (1) Combination three Drawer File Cabinet. Metal cabinet to feature one (1) each pencil drawer 2-3/8" H, one (1) each box drawer 4-3/8" H, and one (1) each file drawer 10-5/8" H. Cabinet to be a minimum of 15" W and 20" Deep and be equipped with locks.

Formica finished work counter at Negotiations Area 20 square feet minimum, mounted to welded tubular steel frame of 1" X 1" X .060 X 1" X 2" X .060 (minimum) tubing. Formica finish of counter and paint finish of framing to be color coordinated with other interior cabinet finishes.

Formica Counter at Galley Area 10 Square Feet.

Three (3) adjustable height, 360 degree swivel high quality office chairs. Chairs secured in place during transit via rubberized, quick release cord.

Lavatory area with folding door equipped with R/V style toilet having a 9.5 gallon (minimum) holding tank. All Lavatory walls/ floor and ceiling finished with FRP panels.

- Low Profile 12V DC Roof Exhaust Vent with Wall Switch
- Dual Tube 12" long florescent light fixture with wall switch.

Fully insulated partition wall finished in same manner as other interior walls, to divide Negotiations Area from galley/lavatory area.

Partition has 30" wide (minimum) door opening equipped with swinging door.

Four and 1/2 (4-1/2) lineal feet (minimum) bench seating with storage beneath. Bench seats finished with color coordinated padded automotive fabric.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

4" high kick plate of .125 minimum diamond plate aluminum installed along bottom edge of bench seat. Kick plate painted to match other interior appointments.

Bench seat tops with a minimum of 3" thick foam padding covered in automotive fabric finish meeting FMVSS302 standards. Fabric cover secured in place over plywood panel with continuous heavy duty staples along entire perimeter of top. Tops secured in place to bench frame via velcro fasteners.

Back rests of same type construction as seat tops. Back rests secured to wall areas above bench seat pads.

One (1) Dry Erase Map and Message Board supplied with eraser and marker storage area. Two (2) (minimum) stainless steel spring loaded map clips along upper edge of board.

VEHICLE POWER AND LIGHTING – 120V AC

General: Vehicle's electrical system is to be designed to accept power and/or operate from either of two (2) 120 Volt / 240 Volt AC power sources. One source will be a 30 Amp-120 Volt / 60 Amp-240 Volt, 50 amp Shore Power/Dockside Power Connection. An additional 15 amp, 120 Volt Shore Power/Dockside connection is provided for the battery charger while the vehicle is garaged.

The second power source will be an On-Board Installed Commercial/Industrial Generator with a 30 amp-20 volt/60 amp-240 volt minimum service rating. All components used for these installations will be heavy duty commercial/industrial rated and designed for extended and severe conditions operation. Recreational Vehicle or other non commercial rated components will not be accepted. All installations will be done to industry standards.

One (1) Onan Model 7.0 HGJAE-1912 Commercial / Industrial Generator (or equal) installed in compliance with NEC article 551-30.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Independent Starting Battery for generator as recommended by generator manufacturer. Battery to be charged from vehicle when running and charged from an installed fully automatic battery charger when garaged.
Solid State Isolation Circuit (160 amp minimum rating) installed between vehicle battery and generator battery.

Generator fueled from vehicle fuel tank.

One (1) Shore Power 50 amp-120/240 volt (4 wire) Power Input with spring loaded cover to be corrosion resistant type designed for use in damp and wet locations.

One (1) 50 Amp Shore Power Connection Cord, 50' minimum length with locking connector.

One (1) Shore Power 15 Amp 120 Volt (3 Wire) Power Input with spring-loaded cover.

One (1) 15 Amp Shore Power Connection Cord, 20' minimum length.

Three (3) Service Entrance Circuit Breaker Boxes with resetable type circuit breakers Boxes installed in accordance with NEC article 551-30 and 551-31.

One (1) Neutral Breaking Automatic Transfer Switch Is provided. Transfer switch defaults to the dockside connection and automatically transfers loads to the generator once the unit is started.

Two (2) exterior mounted GFI protected 120V AC Duplex Outlets mounted at rear of vehicle. One (1) curb side and one (1) street side. Mounted in exterior rated, weather resistant housings with spring loaded covers.

One (1) Surge Protected Power Strips with six (6) positions each.

Seven (7) Duplex Outlets (minimum)

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Two (2) Shore Power Connection Cords, 20' minimum length each with twist lock connector mated to vehicle input of 12/3 SJ (minimum),

Master Control Panel with all items permanently labeled

Branch Circuit Protection via resettable circuit breakers (fuse protection not acceptable). All wire for branch circuits properly rated and installed in protective metal clad loom.

Three (3) overhead 4-foot, twin tube, 120 volt AC florescent light fixtures with diffusers. Diffusers secured in place via custom designed brackets. Individual switching (wall mounted) for Negotiation and Galley Areas.

VEHICLE POWER AND LIGHTING – 12V DC

The 12V DC Power of the vehicle is provided by either the auxiliary vehicle battery system or the two (2) on-board installed 12V DC Power converters. Astron Model RS70A (or equal) 50 amp continuous duty rated (minimum)

- 12V DC Power Inputs from vehicle battery and converters wired through a heavy duty Transfer Switch. Transfer Switch is multi wafer type with redundant (2) off positions to fully disconnect power from systems when garaged.
- Heavy Duty Transfer Switch is mounted on Master Control Panel and is clearly marked for easy operation.

Auxiliary Battery to be charged by vehicle alternator when engine is running and a fully automatic battery charger when vehicle is garaged.

One (1) Xantrex Model "TrueCharge 40+" (or equal), Automatic Multiple Battery Charging System. Unit to charge vehicle starting battery, installed auxiliary battery and generator starting battery.

Auxiliary 12V DC Systems protected by Master Fuse(s) located at the Auxiliary Battery and by individual re-settable Circuit Breaker/Switches individually rated for each branch circuit. (Fuse protection for branch circuits not acceptable).

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Four (4) Dome Lights 5" diameter (minimum).

Five (5) Thin-Lite Model 180 (or equal) Florescent Lights with two F8T5/CW florescent tubes each. Master switch on control panel and individually switched at source.

NEGOTIATIONS AREA APPOINTMENTS

Two (2) Cellular Phones are to be provided and installed in the Negotiations Vehicle.

- One (1) Cellular phone is to be installed in the Driving Compartment of the Van in such a manner as to be useable during transit as well as be accessible to the Intelligence Officer seated in Chair Number 1 at the Work top.
- One (1) Cellular Phone is to be installed at the Negotiator's Position, (Chair number 3 at the work top), and is to be equipped with a special record out jack. Record out Jack is to allow Phone conversations to be recorded and / or monitored by other members of the Hostage Negotiations Team.
- All Power and Antenna connections for both Cellular Phones are to be provided. Service turn-on will be done by the Department.

Landline Telephone Interface system must be capable of handling a minimum of two- (2) standard telephone lines. The system must provide a means of recording both incoming and outgoing calls from either or both lines simultaneously. Only the highest grade shielded cable and equipment shall be used to eliminate RFI and EMI interference on the phone lines.

- Phone lines connect to the vehicle via two (2) weather resistant RJ-11 inlet jacks mounted to the vehicle exterior. Phones lines shall be identified to correspond with the interior connections.
- Two (2) RJ-11 Jacks shall be mounted at the Negotiator's position for the connection of department supplied telephone equipment. Phones lines shall be identified to correspond with the exterior connections.
- Two (2) RJ-11 Jacks shall be mounted at the Coach's position for the connection of department supplied telephone equipment. Phones lines shall be identified to correspond with the exterior connections.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

- Two (2) Featurephone 175 Call Recorders. High quality Telephone with all functions with integrated CD Call recorder. Up to 175 hours of calls fully automatically recorded per CD. PC software included.
- Two (2) 1/4" Stereo Headphone Jacks shall be provided at the Coach's position. Jacks allow the Coach to monitor the audio signal being recorded. Additionally, two (2) Line Level Record Output Jacks shall be provided for connection to a secondary (department supplied) recording device. Headphone and Line Level Jacks shall be identified to correspond with the appropriate phone line.
- Two (2) 1/4" Stereo Headphone Jacks shall be provided at the Intelligence Officer's position. Jacks allow the Intelligence Officer to monitor the audio signal being recorded. Additionally, two (2) Line Level Record Output Jacks shall be provided for connection to a secondary (department supplied) recording device. Headphone and Line Level Jacks shall be identified to correspond with the appropriate phone line.

A Body Wire System Connection Panel is to be installed at the Intelligence Officer's (Chair number 1) position and be recess mounted into the Dry Erase Board.

- Panel is to contain the antenna jack for connection to the roof mounted Antenna, and a 12V DC Cigarette Plug style Power outlet for the Body Wire System.
- Panel is to be powered from the Auxiliary Rear Battery system of the Vehicle.

Police Radio Installation will be coordinated with Using Agencies personnel as well as the radio manufacturer. Programming of system and trimming of antennas are the responsibility of the Using Agency.

Radio Installation is to be done so that radios can operate from either the Auxiliary Battery System or the On-Board 120V AC to 12V DC power converters.

- Radio Power source is to be protected by Circuit Breaker/Switches mounted on the Master Control Panel.
- Constant power sources are to be supplied as required to maintain any program or memory feature of radios or Cellular Phones.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

CLIMATE CONTROL SYSTEMS

One (1) 13,500 BTU rated Roof Mounted Air Conditioner (or equal). Positioned to provide cooling to both Negotiations & Galley Areas. Vehicle roof reinforced via welded tubular steel framing.

One (1) Nebasto Air Top 3500 (or equal) Forced Air Heating System. Unit fueled from vehicle fuel tank. Delivers up to 10 hours of heat per gallon of fuel. Variable output from 5,100 BTU/Hour to 12,000 BTU/Hour.

MISCELLANEOUS VEHICLE FEATURES / EQUIPMENT:

On Board Stainless Steel Sink (Dimensions: 16" x 11" x 5") is recessed in formica countertop mounted on base cabinet in Galley Area.

- Sink faucet is operated by a 12 volt electric water pump system.
- 12 gallon (minimum) polyethylene water reservoir contains automatic over fill features with exterior water filling hook up and drain.
- Wall mounted c-fold type paper towel dispenser and liquid soap dispenser.

A Norcold Model DE351 (or equal), 2 cubic foot refrigerator, will be mounted in the sink base cabinet. Unit is dual voltage 12V DC/120V AC, iceless refrigerator with freezer shelf.

A Microwave Oven will be counter top mounted over sink base cabinet.

- One cubic foot minimum capacity, 850 watt minimum power unit with touch pad control.
- Unit powered by the on-board generator or dockside power inputs will be suitable for heating of soups, coffee and sandwiches.

An Elkay Model RC100 (or equal), Water Cooler, with 6 gallon water bottle will be mounted in Galley Area.

A 12 cup Automatic Drip Coffee Maker will be counter top mounted next to Microwave.

Wall mounted First Aid Kit.

DETAILED SPECIFICATIONS FOR NEGOTION VEHICLE

BIDDER'S EXCEPTIONS:

Fire Extinguisher, 5 lb. ABC Dry Chemical Type, UL approved.

- Unit complete with dial type pressure indicator and quick release clamp vehicle bracket.

One (1) 100' Heavy-Duty 14/3 SJ Power Extension Cord and One (1) 50' Heavy Duty 14/3 SJ Power Cord will be supplied.

High-Intensity Hand Held Search Light with DC Recharger and vehicle wall-mounting bracket.

- The unit automatically recharges when stored in specially designed vehicle storage bracket.
- 20,000 candlepower (minimum) output.

~ 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 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 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 or 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 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 F.O.B. destination and delivery and/or installation of all items shall be to the respective County Agency at locations specified. 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. All potential bidders, particularly those not located within the State of Hawaii, are advised to be familiar with chapter 437, Hawaii Revised Statutes, and are further advised that they may be required to be licensed under that chapter in order to deliver vehicles with the State of Hawaii.

21. **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.

22. 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 all items within that item group.

23. 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.

24. RESPONSIBILITY OF OFFERORS:

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. 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.

25. 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.

26. **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.

27. **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.

28. **Campaign Contributions by State and County Contractors Prohibited**

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State

and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.