

INVITATION FOR BID NO. 2966:

PROPOSAL AND SPECIFICATIONS  
FOR  
PRICE AGREEMENT FOR  
TOWING, REMOVAL AND DISPOSAL OF ABANDONED AND DERELICT VEHICLES FROM  
EAST HAWAI`I,  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,  
COUNTY OF HAWAI`I

HILO, HAWAI`I

# ***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. 2966*  
*PRICE AGREEMENT FOR TOWING, REMOVAL AND DISPOSAL OF ABANDONED AND*  
*DERELICT VEHICLES FROM EAST HAWAI`I,*  
*DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,*  
*COUNTY OF HAWAI`I*

SEALED TENDERS will be received and publicly opened at **2:00 P.M., Tuesday, August 27, 2013** in the Office of the Purchasing Division, Department of Finance, County of Hawai`i, 25 Aupuni Street, Suite 1101, 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 Wednesday, August 14, 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 *Wednesday, August 14, 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.

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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: Tuesday, August 6, 2013**

PROPOSAL  
FOR  
PRICE AGREEMENT  
FOR TOWING, REMOVAL AND DISPOSAL OF ABANDONED  
AND DERELICT VEHICLES FROM EAST HAWAI`I,  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, COUNTY OF HAWAI`I

\_\_\_\_\_, 20\_\_\_\_

Director of Finance  
County of Hawai'i  
Hilo, Hawai'i

Dear Sir:

The undersigned hereby proposes to furnish all necessary labor, materials, equipment and all other actual or implied expenses connected thereto to the towing, removal and disposal of abandoned and derelict vehicles from East Hawai`i for the Department of Environmental Management, County of Hawai`i for an estimated nine (9) month period, beginning approximately October 1, 2013 and ending July 31, 2014, with an option to renew the contract for up to two (2) additional periods of up to one (1) year each, at the option of the County of Hawai'i. All work described herein shall be in strict compliance with the included Specifications, Special Provisions 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 Hawai'i 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 Hawai'i, 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 Hawai'i.

Upon acceptance and award of this Proposal by the Director of Finance, the undersigned hereby agrees to furnish and provide the services upon demand. This being a price agreement, it is understood and agreed that the County may purchase any quantities, INCLUDING NONE, of the services set forth below throughout the CONTRACT PERIOD at the unit prices set forth herein.

All successful bidders, for any single item likely to exceed \$2,500, will be required to furnish proof of compliance with the requirements of Section 3-122-112 HAR (see Special Provisions 17 and 18). In the event Contractor fails to furnish proper certificates within ten (10) work days of notification of intent to award bid, County may consider the offer non-responsive and award to the next lowest responsive and responsible bidder.

## **ITEM NO. 1: ZONE I - EAST HAWAI`I:**

**For ALL DISTRICTS WITHIN ZONE I**, the undersigned proposes to furnish all necessary labor, materials, equipment and all other actual or implied expenses connected thereto to the towing, removal and disposal of abandoned and derelict vehicles as directed by the Abandoned Vehicle Coordinator (AV Coordinator) to the County's Hilo impound lot or to the Contractor's permitted scrap metal facility for a one (1) year period beginning upon issuance of the notice to proceed, with an option to renew for up to two (2) additional one-year periods, complete as specified:

### **1) South Hilo District**

- a) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 9 vehicles = \$\_\_\_\_\_

- b) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- c) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 26 vehicles = \$\_\_\_\_\_

- d) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

### **2) North Hilo District**

- a) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- b) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- c) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- d) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

### **3) Puna District**

- a) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 8 vehicles = \$\_\_\_\_\_

- b) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- c) Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 23 vehicles = \$\_\_\_\_\_

- d) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's**

**permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

#### 4) Ka'ū District

- a) **Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 33 vehicles = \$\_\_\_\_\_

- b) **Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the County's Hilo impound lot**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- c) **Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 96 vehicles = \$\_\_\_\_\_

- d) **Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up Cost for one (1) vehicle from designated pick-up point **to the Contractor's permitted scrap metal facility**, includes rubbish removal (see Specifications Item 5.8)

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

#### **5) Zone I Hilo Impound Lot:**

- a) **Standard Vehicle** (GVW 10,000 lbs or less) Fixed Charge Hook-Up Cost for one (1) vehicle from Hilo Impound Lot **to the Contractors permitted scrap metal facility**

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 85 vehicles = \$\_\_\_\_\_

- b) Non-Standard Vehicle** (GVW 10,001 lbs or greater) Fixed Charge Hook-Up  
Cost for one (1) vehicle from Hilo Impound Lot **to the Contractors permitted  
scrap metal facility**

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 1 vehicle = \$\_\_\_\_\_

- 6) Zone I Difficult Tow all Districts:** Fixed charge for a difficult hook-up to be  
added to the price of a standard or non-standard tow for one (1) vehicle from  
designated pick-up point to designated drop off destination.

Unit Price \$\_\_\_\_\_ per vehicle x Estimated 19 vehicles = \$\_\_\_\_\_

**ZONE I TOTAL (ESTIMATED):** \$ \_\_\_\_\_



Bidders shall complete and are required to submit the following information with their offer. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR REJECTION OF A BID AS BEING DEEMED NON-RESPONSIVE.**

1. Does the Bidder or Sub-Contractor have a minimum of two (2) years experience in the operation of vehicle towing company or the like?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are the Bidder or Sub-contractor's resume and list of all equipment and other resources to be used to carry out the terms of the proposed contract **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

List two (2) references that the Bidder or Sub-Contractor has provided vehicle towing services to (Company Name, Contact Person, email and Telephone #)

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2. Does the Bidder or Sub-Contractor have a minimum of two (2) years experience in vehicle processing, metal recovery, recycling, and scrap yard operations or the like?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are the Bidder's or Sub-Contractor's State of Hawai'i Department of Health Solid Waste Management Permit to operate a metal processing and recycling business **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Are the Bidder or Sub-Contractor's resume and list of all equipment and other resources to be used to carry out the terms of the proposed contract **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

List two (2) references that the Bidder or Sub-Contractor has provided vehicle processing, metal recovery and recycling services to (Company Name, Contact Person, email and Telephone #)

- 
- 
3. Does the Bidder or Sub-Contractor have a minimum of two (2) years experience in the collection, handling, recycling and disposal of lead acid batteries?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are the Bidder or Sub-Contractor's environmental, Hawai'i State Department of Health (DOH) and/or U.S. Environmental Protection Agency (EPA) required licenses, including their sub-contractors, relating to the collection, handling, recycling and disposal of lead acid batteries **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Is the Bidder's or Sub-Contractor's resume and list of all equipment and other resources to be used to carry out the terms of the proposed contract **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

List two (2) references that the Bidder or Sub-Contractor has provided the collection and recycling of lead acid battery services to (Company Name, Contact Person, email and Telephone #)

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4. Does the Bidder or Sub-Contractor have a minimum of two (2) years experience in the collection, handling, recycling and disposal of used vehicle tires?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is the Bidder's or Sub-Contractor's resume and list of all equipment and other resources to be used to carry out the terms of the proposed contract **submitted with its bid proposal?**

Yes \_\_\_\_\_ No \_\_\_\_\_

List two (2) references that the Bidder or Sub-Contractor has provided the collection and recycling of used vehicle tire services to (Company Name, Contact Person, email and Telephone #)

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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, Hawai'i 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  $\checkmark$  one only)**

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

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 a separate envelope.)**

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Company contact and  
address to which correspondence

Respectfully submitted:

should be sent:

Name of individual: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address:

\_\_\_\_\_

(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**  
**Non-Debarment**  
**CERTIFICATE OF COMPLIANCE**

**Reference:** IFB# 2966  
(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 Hawai'i 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**

### **1.0 DEFINITIONS**

- 1.1 **Abandoned Vehicle:** Pursuant to HRS Chapter § 290-1 a vehicle is “abandoned” if it is left unattended for a continuous period of more than twenty-four (24) hours and if it is unlawfully parked on any public highway or other public property or private lands defined as a setback, shoulder, easement, or right of way that is adjacent to or part of a public highway.
- 1.2 **Derelict Vehicle:** Pursuant to HRS Chapter § 290-8 a vehicle shall be deemed a derelict by the administrative head of the county agency designated to carry out section 290-1. A vehicle is “derelict” if major parts have been removed or material damage to the vehicle has rendered the vehicle inoperable and one of the following conditions exists:
- (1) The vehicle is registered for the current registration period and the registered and legal owners no longer reside at the addresses on record with the county director of finance;
  - (2) The vehicle has been registered for the current or previous registration period and the registered and legal owners disclaim ownership;
  - (3) The vehicle identification number and license plates have been removed so as to nullify efforts to locate or identify the current registered and legal owners;
  - (4) The vehicle has not been registered for the current or previous registration periods; or
  - (5) The vehicle registration records of the county director of finance contain no record that the vehicle has ever been registered in the county.
- 1.3 **Impounded Vehicle:** A vehicle being stored at an impound lot.
- 1.4 **Junked Vehicle:** An abandoned vehicle that does not have attached to it a license plate, valid motor vehicle registration, is inoperable, wrecked, dismantled or discarded.
- 1.5 **Standard Vehicle:** A vehicle with a gross vehicle weight (GVW) of 10,000 lbs., or less.
- 1.6 **Non-Standard Vehicle:** A vehicle with a gross vehicle weight (GVW) of 10,001 lbs., or greater.

- 1.7 **Difficult Hook-Up:** A vehicle which requires additional specialized equipment not standard to tow vehicles for retrieval. Specialized equipment may include but not be limited to the following; air bags, collision wrap film, hi-lift jack, roll over stick, snatch block and skid-steer or mini loader.
- 1.8 **Tow Company:** A business offering or performing towing services.
- 1.9 **Permitted Scrap Metal Facility:** A facility permitted by the Hawai`i State Department of Health (DOH) with a solid waste management permit to operate a metals processing and recycling business that processes, stores and ships vehicles, metals and associated items, including but not limited to lead acid batteries and used vehicle tires.
- 1.10 **Abandoned Vehicle Coordinator or Clerk:** County of Hawai`i Solid Waste Division employees who coordinates all traffic reports on abandoned and derelict vehicles with the Traffic Services Division, Hawai`i County Police Department. Plans and coordinates the identification and disposal of derelict vehicles, and the identification, storage, and auction of abandoned vehicles.

## 2.0 GENERAL

- 2.1 The Solid Waste Division coordinates the removal of vehicles classified as abandoned/derelict from public access roadways island-wide. The Solid Waste Division operates two (2) abandoned vehicle impound lots, the Hilo Impound Lot located within the East Hawai`i Regional Sort Station (EHRSS) which is located at 1651 Ho`olaulima Road in Hilo, and the Kona Impound Lot which is located at 74-626 Hale Makai Place in Kailua Kona.
- 2.2 For purposes of contracting the services called for under this bid, the island is divided into two (2) Zones with four (4) Districts within Zone I and three (3) Districts in Zone II (see Exhibit A). **ZONE I** vehicles to be impounded will be directed to the Hilo Impound Lot located within the East Hawai`i Regional Sort Station, which includes the following Districts: North Hilo, South Hilo, Puna and Ka`ū. **ZONE II** vehicles to be impounded will be directed to the Kona Impound Lot which is located at 74-626 Hale Makai Place Kailua-Kona, which included the following Districts: Hāmākua, North Kohala, South Kohala and Kona (includes North and South Kona). **Bidders are advised that services relating to the Towing, Removal and Disposal of Abandoned and Derelict Vehicles for West Hawai`i Zone II have already been awarded under a separate IFB 2935. References to Zone II in this bid are strictly for informational purposes only.**

**Zone I (East Hawai`i) -** Shall include the following districts:

- **South Hilo District-** From Hakalau gulch at the seashore to the summit of Mauna Kea, thence to and along the southern boundary of the Kilohana Girl Scout Camp to Pohaku Hanalei, thence to Kulani Cone, thence to Papai Point and thence along the seashore to Hakalau gulch.
- **North Hilo District-** From Hakalau gulch to Kaala gulch at the seashore, and inland from these points to the summit of Mauna Kea.
- **Puna District-** From Papai Point on the east shore to Kulani Cone, thence to the summit of Pohaku Hanalei, thence to Keauhou Landing, thence along the seashore to Papai Point.
- **Ka'ū District-** From Keauhou Landing to Leo O Kamoi Point at the seashore, and inland from these points to the summit of Pohaku Hanalei.

**Zone II (West Hawai`i) -** Shall include the following districts:

- **Hāmākua District-** From the Kaala gulch along the seashore to Honopue gulch, thence in a straight line to Route 19 where it intersects with Mamalahoa Highway at Lakeland, thence along Mamalahoa Highway to the government road commonly referred to as Vierra Road, thence in a straight line to the summit of Mauna Kea and thence to Kaala gulch at the seashore.
- **North Kohala District-** All of the area north of a line from Kaiopae Point on the west shore to Honopue gulch on the east shore.
- **South Kohala District-** From Kaiopae Point along the seashore to Kaauau Point, thence to the summit of Pohaku Hanalei, thence in a straight line to and along the southern boundary of the Kilohana Girl Scout Camp, thence in a straight line to the summit of Mauna Kea, thence in a straight line to and along the government road commonly referred to as Vierra Road to its intersection with Mamalahoa Highway, thence along Mamalahoa Highway to its intersection with Route 19, thence to Honopue gulch at the seashore and thence to Kaiopae Point.
- **Kona District-** Shall include the North and South Kona District. From Lae O Kamoi Point at the seashore to Kaauau Point and from these points inland to the summit of Pohaku Hanalei.

2.3 Abandoned vehicles are reported to the Police Department. A Police Officer will locate the vehicle and attach a notice to remove the vehicle from the noted location within 24 hours. If the vehicle is still at the scene 24 hours later, an



Abandoned Vehicle Report is initiated by the Police Officer and submitted to the AV Coordinator. The AV Coordinator will determine if the vehicle is derelict or if it is to be impounded. The AV Coordinator or Clerk will then contact the Contractor to remove the vehicle. If the vehicle is designated 'derelict', the Contractor will be instructed to tow it to the permitted scrap metal facility as indicated within the bid documents. If not designated 'derelict' the Contractor will be instructed to tow the vehicle to the designated impound site.

- 2.4 The AV Coordinator or the AV Clerk will authorize and request towing services. Request for services apply only to vehicles with a police report number (C#), services may be requested in person, email, telephone or facsimile. Requests can be made Monday through Sunday 24 hours a day. ***Under no circumstances will the Contractor tow away any vehicle under this contract unless it has been requested by either the AV Coordinator or AV Clerk.***
- 2.5 Pursuant to HRS § 290-2, 290-3, and 290-5 when an impounded vehicle is not recovered by the registered owner within the specified number of days after the mailing of the notice, the vehicle shall be disposed of by public auction or as otherwise authorized under Chapter 290 by the County. If the vehicle is not sold or donated to a government agency it will be disposed of as junk. The Contractor will be notified to pick up the junked vehicle from the County impound lot and tow to a permitted scrap metal facility.
- 2.6 The County Abandoned Vehicle program currently holds an existing inventory of abandoned and derelict vehicles which will need to be disposed of upon the issuance of the Notice to Proceed. In Zone I there are approximately 42 vehicles. Upon award, the AV Coordinator will designate the vehicles to be towed from a County impound lot to the Contractor's permitted scrap metal facility. Compensation shall be based on the applicable rates submitted by the successful offeror. The derelict vehicle shall become the property of the Contractor upon removal from the County impound lot.
- 2.7 There will be no pre-bid meeting to view the existing inventory of abandoned and derelict vehicles. If potential bidders wish to make an appointment to view the existing inventory they may do so by contacting the AV Coordinator at 808-961-8552.

- 2.8 Quantities received from Districts within Zone I during Fiscal Year 2011-2012 were approximately 196 abandoned and derelict vehicles. The following are estimated annual quantities for Zone I by district:

ZONE I <u>DISTRICTS</u>	Est. Annual <u>Total</u>	To To <u>Impound</u>	To Scrap Metal <u>Facility</u>	Impounded Vehicles to <u>Scrap</u>	Non- Standard <u>Vehicles</u>
South Hilo	35	9	26	N/A	1
North Hilo	1	0	1	N/A	-
Puna	31	8	23	N/A	-
Ka'ū	129	33	96	N/A	1
Total	196	50	146	43	2

The estimated quantities, based on vehicles received in Fiscal Year 2011-2012, are provided for information only. ***No minimum or maximum quantities will be guaranteed by the County; being a price term agreement, any quantity, including NONE, may be delivered during the contract period.***

### 3.0 QUALIFICATION OF BIDDERS

- 3.1 All bidders and/or towing sub-contractors shall have a minimum of two (2) years experience in the operation of a vehicle towing company or the like. All bidders and/or sub-contractors must include a resume of their applicable experience regarding towing with their bids. Bidders and/or sub-contractors shall provide with their bid a list of all equipment and other resources currently in their possession with which they intend to carry out the terms of the proposed contract. Bids which fail to provide such a list, or which obviously do not show evidence of proper equipment may be rejected.
- 3.2 All bidders and/or metal/vehicle recycling and scrap yard sub-contractors shall have a minimum of two (2) years experience in vehicle processing, metal recovery, recycling, and scrap yard operations or the like. All bidders and/or sub-contractors must include a resume of their applicable experience regarding vehicle recovery and metal recovery with their bids. Bidders and/or sub-contractors shall provide with their bid a list of all equipment and other resources currently in their possession with which they intend to carry out the terms of the proposed contract. Bids which fail to provide such a list, or which obviously do not show evidence of proper equipment may be rejected.

- 3.3 All bidders and/or lead-acid battery recycling sub-contractors shall have a minimum of two (2) years experience in the collection, handling, recycling and disposal of lead acid batteries. All bidders and/or sub-contractors must include a resume of their applicable experience regarding the collection and handling of lead acid batteries with their bids. Bidders and/or sub-contractors shall provide with their bid a list of all equipment and other resources currently in their possession with which they intend to carry out the terms of the proposed contract. Bids which fail to provide such a list or which obviously do not show evidence of proper equipment may be rejected.
- 3.4 All bidders and/or used vehicle tire recycling sub-contractors shall have a minimum of two (2) years experience in the collection, handling, recycling and disposal of used vehicle tires. All bidders and/or sub-contractors must include a resume of their applicable experience regarding the collection and handling of used vehicle tires with their bids. Bidders and/or sub-contractors shall provide with their bid a list of all equipment and other resources currently in their possession with which they intend to carry out the terms of the proposed contract. Bids which fail to provide such a list or which obviously do not show evidence of proper equipment may be rejected.
- 3.5 All bidders and sub-contractors must comply with all applicable State of Hawai`i Department of Transportation and Motor Vehicle Safety Office rules and regulations.

#### 4.0 REQUIRED INFORMATION

- 4.1 The following items shall be submitted to the Solid Waste Division, Department of Environmental Management, County of Hawai`i as specified:
- a. EXPERIENCE: All bidders and/or sub-contractors must include a resume of their applicable experience in vehicle towing, vehicle processing and metal recovery, the collection and handling of lead acid batteries and the collection and handling of used vehicle tires with their bid.
  - b. PERMITTED SCRAP METAL FACILITY: All bidders shall include with their bid the name and location of the permitted scrap metal facility intended to be used to carry out the terms of this contract. This facility must be permitted by the Hawai`i State Department of Health (DOH) with a solid waste management permit to operate a metals processing and recycling business that processes, stores and ships metals and associated items, including but not limited to vehicles, lead acid batteries and used vehicle tires. A copy of the solid waste management permit shall be submitted with the bid.
  - c. PERMITS/LICENSES/CERTIFICATIONS/REGISTRATIONS: All bidders and/or sub-contractors shall submit with their bid copies of vehicle

registrations and Department of Transportation (DOT) certifications for each vehicle to be used to carry out the terms of this bid. Bidders and/or sub-contractors shall provide all required licenses and permits relating to the collection, handling, recycling and disposal of lead acid batteries and the handling, storage and recycling of used vehicle tires. Bidders and/or sub-contractors shall also provide a current copy of the Hazardous Materials Certification of Registration from the DOT Research Special Projects Administration with their bid.

- d. SUBCONTRACTORS: Bidders who intend to utilize subcontractors from the start of the contract period shall include with their bid a list of subcontractors to be used along with a copy of the subcontractor's applicable permits, licenses, certifications and registrations.
- e. AUTHORIZED REPRESENTATIVES: 48 hours prior to the commencement of any work, the Contractor shall submit to the County the names, addresses and telephone numbers of at least two (2) authorized representatives who may be contacted at all times.

## 5.0 GENERAL REQUIREMENTS OF THE CONTRACTOR

- 5.1 The towing, removal and disposal of abandoned and derelict vehicle services required hereunder shall be in accordance with all applicable provisions of the Hawai'i County Code Chapter 24-199, as amended, and Chapter 290, Hawai'i Revised Statutes, as amended.
- 5.2 The Contractor shall furnish all necessary labor, equipment, transportation, appurtenances for the towing, removal and disposal of abandoned and derelict vehicles for the County of Hawai'i, Department of Environmental Management, Solid Waste Division for the term of the Contract. The minimum requirements for tow vehicles are as follows:

### **Minimum requirements for tow trucks are:**

- 1. The tow truck chassis shall have a minimum manufacturer's capacity of 10,000 lbs. GVWR;
- 2. Boom capacity of not less than 8,000 lbs;
- 3. One hundred (100) feet or more of 3/8 inch or larger cable on each drum;
- 4. Belt-type cradle tow plate or sling to pick up vehicles. Cradle of tow plate to be equipped with safety chain;
- 5. Dual rear wheels;
- 6. Dollies

### **Minimum requirements for car carriers are:**

1. The truck chassis shall have a minimum manufacturer's capacity of 14,500 lbs. GVWR;
  2. Two (2) lift cylinders, minimum 2 ½ inch bore;
  3. Individual power winch pulling capacity of not less than 8,000 lbs;
  4. Fifty (50) feet or more of 3/8 inch or larger cable on a winch drum;
  5. Four (4) safety chains for securing vehicles to carrier bed;
  6. Carrier bed shall be a minimum of sixteen (16) feet and a minimum of 84 inches in width inside side rails;
  7. Cab protector, constructed of steel or aluminum, which extends a minimum of 10 inches above the height of the bed.
- 5.3 Upon authorization by the AV Coordinator or AV Clerk to retrieve a vehicle, the Contractor shall tow the vehicle from the pickup point within **72 hours**. Upon completion the Contractor shall submit facsimile or email a confirmation of all tows by way of a Daily Tow Log (see Exhibit B).
- 5.4 In the event that the vehicle is not at the designated pick-up site upon the Contractor's arrival, the Contractor shall immediately notify the AV Coordinator by phone call and note it on the Daily Tow Log. ***The Contractor will not be compensated for vehicles that are not at the pick-up site.***
- 5.5 In the event that the vehicle owner appears when the vehicle is being hooked up, the Contractor shall unhook the vehicle and shall not charge any fee to the owner of the vehicle in accordance to HRS § 290-11. In such an event, the Contractor shall immediately notify the AV Coordinator by phone call and note it on the Daily Tow Log. ***The Contractor will not be compensated for vehicles that are retrieved at the pickup site by the owner.***
- 5.6 In the event the Contractor is unable to perform and retrieve a vehicle from the designated pick-up point within **72 hours**, the AV Coordinator reserves the right to request tow services from another Contractor.
- 5.7 Abandoned vehicles are at times found to be vandalized and are at times located in areas with limited access. If the Contractor determines the situation to be a 'difficult hook-up' which requires additional specialized equipment not standard to tow vehicles for the retrieval; the Contractor must describe on the daily tow log why the tow was difficult and list the type of specialized equipment used. In addition the Contractor must provide photo documentation for compensation.
- 5.8 The Contractor shall be responsible for all associated parts and rubbish within and around the abandoned vehicle within a ten (10) foot radius of the vehicle at the pick-up site. Such parts and rubbish may include but not be limited to; household trash, animal remains, tires, batteries and electronic waste. It shall be the Contractor's responsibility to properly dispose of all waste and pay for all

landfill tipping fees for rubbish removed from the vehicles and disposed of at one of the County landfills.

- 5.9 The Contractor shall submit the Daily Tow Log to the AV Coordinator and/or AV Clerk daily. The notification should be made by 4:30pm (end of business) either by facsimile, electronic mail or hand delivery as directed. The Daily Tow Log shall be separated by Zone and shall include the following information:
- Zone
  - District
  - Date of Tow
  - Corresponding police report number (C#)
  - Make/ Model/ Color of vehicle
  - License plate number or VIN (if applicable)
  - Location of vehicle or point of connection, i.e., street address, landmark, mile marker, town or district
  - Interim staging area, must describe why an interim staging area was used (if applicable)
  - Designated destination
- 5.10 The Contractor shall provide the County with a copy of a State of Hawai`i Solid Waste Management Permit of the permitted scrap metal facility to be used to carry out the terms of this contract. This facility must be permitted by the State of Hawai`i Department of Health, it must be permitted to operate a metals processing and recycling business that processes, stores and ships metals and associated items, including but not limited to the processing of vehicles, lead acid batteries and used vehicle tires.
- 5.11 The Contractor is responsible for maintaining a permitted scrap metal facility or contractual agreement with a permitted scrap metal facility for the duration of the contract to ensure that they have a facility that will accept the vehicles for proper disposal.
- 5.12 Vehicles that are designated 'derelict' by the AV Coordinator will be towed by the Contractor to its permitted scrap metal facility. The derelict vehicle shall become the property of the Contractor upon removal from the pick up site. Contractor shall be responsible for removal and disposal of the vehicle in its entirety; including tires, liquids, batteries and any rubbish contained within. There shall be no further compensation from the County to the Contractor or the permitted scrap metal facility for any costs related to the handling of vehicles towed under this contract. Contractor shall be responsible for paying all landfill tipping fees for the any rubbish removed from the vehicles and disposed of at one of the County landfills.

- 5.13 Pursuant to HRS § 290-2, 290-3, and 290-5 when an impounded vehicle has not been recovered by the registered owner within the specified number of days the AV Coordinator shall determine the appropriate method to dispose of the vehicle. If it is determined that the vehicle is to be disposed of as junk, the Contractor will be notified to pick up the junked vehicle from a County impound lot and tow it to the Contractor's permitted scrap metal facility. The junked vehicle shall become the property of the Contractor upon removal from the County impound lot.
- 5.14 Pursuant to HRS § 290-42 upon the Contractor's acceptance of the derelict vehicle, the Contractor shall be responsible for the removal of all license plates from the vehicle and transmit all license plates to the AV Coordinator or AV Clerk. The Contractor shall provide the County a detailed list of all license plates submitted on a monthly basis (see Section 6.0).
- 5.15 The Contractor shall have the exclusive right and responsibility to salvage all vehicles designated 'derelict' and requested by the County to be towed to the Contractor's permitted scrap metal facility. Contractor shall accept and process all derelict vehicles as directed by the County. All derelict vehicles directed to the Contractor's permitted scrap metal facility shall become its property and responsibility and shall be recycled in a legal and properly permitted manner and shall not be land filled.
- 5.16 The Contractor shall be responsible for hazardous liquids and/or materials, oils, batteries, mercury switches, electronic waste, tires and other items regulated by the State Department of Health which may be found within abandoned or derelict vehicles. Such materials shall be handled and disposed of in a manner complying with all applicable County, State and Federal rules, regulations and laws. Should any other hazardous liquids and/or materials be encountered or discovered, the Contractor shall be responsible for isolating and identifying such materials. Thereafter such wastes shall become the responsibility of the Contractor. The Contractor shall be responsible for reporting to the County by way of hard copy and electronically the type of hazardous materials removed, weight of materials and final disposition of materials removed from the vehicles (see Section 13.0).
- 5.17 The County of Hawai'i Solid Waste Division reserves the right to inspect the Contractor's and Sub-Contractor's (if applicable) activities, records and site conditions at any time, without advance notice, during normal hours of operation to ensure compliance with contract provisions.

## 6.0 INVOICING PROCEDURES

- 6.1 A monthly invoice is to be provided to the County by the Contractor within thirty (30) days of the last day of the month in which the requests for tows were performed in. A correct invoice is required for the Contractor to receive payment. Incorrect or incomplete invoices may delay payment. Payment will be based on the rates set forth in the awarded bid. If the awarded bid is a zero cost bid or negative bid, a monthly report providing the same information as the invoice is required. The invoice shall include, but is not limited to the following:
- a. A detailed accounting for each authorized tow:
    - Zone
    - District within Zone
    - Date of tow
    - Police report number (C#)
    - Pick-up location
    - End destination
    - Make/ Model/ Color of vehicle
    - License plate number or VIN
    - Difficult tow – include description as to the difficulty of the tow, specialized equipment used for tow and photo documentation
    - Unit price
    - Amount due
  - b. Manifest form (See Exhibit C) signed by the person receiving the derelict vehicle at the permitted scrap metal facility.
  - c. A report of all materials processed including but not limited to vehicles, lead acid batteries and used vehicle tires and shipped by the Contractor or Subcontractor during the month to an End Destination Recycler as required in the Specifications section 13.1.
  - d. List detailing the license plates submitted to the AV Coordinator or AV Clerk for destruction.
- 6.2 Invoices, or monthly reports in the case of a zero or negative bid award, should be mailed or delivered to the Solid Waste Division, 108 Railroad Avenue, Hilo Hawai`i 96720, or at such other location as may be required. NO PAYMENT WILL BE MADE WITHOUT PROPER DOCUMENTATION AS REQUIRED BY THE INVOICING PROCEDURES.
- 6.3 For negative bid awards, Contractor shall include with their monthly report a check made payable to "Director of Finance" for the amount owed to the County. Failure to make payment when due is a material breach of contract which is cause for termination pursuant to Section 6.11 of the General Terms and Conditions.
- 7.0 SUBCONTRACTOR



- 7.1 Contractor shall not sub-contract out any portion of the job without the County's prior written consent and approval of the proposed Sub-Contractor. If such approval is given, the Sub-Contractor shall be subject to all the terms and conditions of the contract. The Contractor shall be responsible for making sure the sub-contractor meets the contract requirements and has the proper insurance. The Contractor shall be secondarily liable for all work carried out by a Sub-Contractor. To expedite the approval process when the need to sub-contract occurs, the Contractor is encouraged to provide a list to the County within thirty (30) days of the contract execution of potential Sub-Contractors that they may request to use during the contract period. Subcontractors identified in the Bidder's proposal shall be considered approved by the County upon award and execution of contract; any subsequent changes in subcontractors require the County's prior written consent and approval.

## 8.0 COMPLIANCE

- 8.1 The Contractor and all Sub-Contractors shall provide the service in full compliance with all applicable federal, state and county laws, rules, regulations and orders of all governmental agencies and entities, including but not limited to federal, state and county environmental, zoning and land use regulations, transportation, labor and industries, health and fire regulations, as applicable.

## 9.0 Demeanor

- 9.1 The Contractor and his employees are expected to be courteous and polite in all dealings with the County personnel and members of the public. Confrontations are to be avoided and all responses to questions and comments are to be polite.

## 10.0 LIAISON WITH THE COUNTY

- 10.1 The Contractor shall maintain close liaison with the County. The Contractor shall cooperate with and assist the County whenever possible. The Contractor shall however, in no event be deemed an agent or partner of the County; and shall not represent itself to the public as such while performing its duties.

## 11.0 SITE VISIT

- 11.1 The County reserves the right to visit the contractor's and/or subcontractor's facilities prior to awarding the contract and at any time during the duration of the contract to ensure compliance with contract provisions. The County also reserves the rights to review and/or request copies of all permits, licenses, insurance policies and other governmental approvals prior to and during the duration of the contract.

## 12.0 CONTRACTOR STATUS

- 12.1 The Contractor shall immediately advise the County of any change in the contractor's and/or subcontractor's regulatory compliance status, and of any notice of violation, citation, administrative order, court order, judgment or other regulatory or enforcement action initiated against the contractor and/or subcontractor by any governmental agency or entity. The contractor and/or all subcontractors shall fully cooperate with the County in its investigation of any permitting, approval or compliance matters.

## 13.0 REPORTING

- 13.1 Contractor shall provide copies of all reports that the Contractor and/or Sub-Contractors are required to provide to the State of Hawai'i Department of Health or any other regulatory agency as to the disposition of hazardous materials removed and appropriately disposed of from the abandoned and derelict vehicles. Contractor shall also provide a monthly report of all materials processed and shipped by the Contractor and/or Sub-Contractor to an end destination recycler to show that materials are being processed and shipped in sufficient quantities to prevent stock piling of materials. These reports shall be provided by way of mail or electronically (in a format acceptable to the County). If the Contractor chooses to send the reports electronically it shall be the Contractor's responsibility to assure confirmation of receipt by the County. The County shall at all times have the right to determine that material is in fact being processed and shipped to appropriate recycling and reuse facilities. Failure to comply may be considered a breach of contract.

## 14.0 PRICING REQUIREMENTS

- 14.1 Award of contract shall be made to the responsible, responsive Bidder with the lowest overall bid price for Zone I. Bid prices may range from positive to negative. A positive bid price is the County would pay the bidder if awarded the contract. A zero bid price means the bidder would provide the required services at no cost to the County if awarded the bid. A negative bid price is the price the bidder would pay to the County if awarded the bid.
- 14.2 Bidders must bid on all items for Zone I, failure to do so will result in the bid being rejected. Award will be made to the responsible, responsive Bidder with the overall lowest bid price for Zone I.
- 14.3 Contract may be renewed for up to two (2) additional periods of up to one (1) year each, at the option of the County, at the bid prices submitted. If the Contractor desires not to renew the contract for any option periods, Contractor

shall provide notice to the County by way of certified mail a minimum of ninety (90) days prior to the contract expiration to allow for rebidding if necessary.

#### 15.0 BREACH OF CONTRACT

- 15.1 Failure to perform as required will result in the Contractor being charged the difference between what the County would have paid the Contractor (or would have received from the Contractor in the case of a negative bid award) and what it had to pay another firm or individual (or received from another firm or individual in the case of a negative bid award) to perform the service.
- 15.2 In the event of any breach of any of the terms or provisions of the contract , the County shall have, in addition to any other remedies, the right to terminate the agreement without service of notice, notwithstanding any other provisions in this agreement and documents incorporated herein, or resort to legal process without further obligation. This being a price agreement, it is understood that any amount of service, INCLUDING NONE, may be utilized, even though contracts are executed for full services annually.

#### 16.0 INSURANCE

- 16.1 At the execution of the Contract, the Contractor and its Subcontractors shall furnish evidence of insurance coverage by submitting and filing with the County a liability policy, including the minimum following coverage of automotive liability, general liability, pollution liability and, in the event he employs others, worker compensation insurance. Liability limits shall not be less than \$100,000.00 per person and \$300,000.00 per occurrence for automotive liability; \$300,000.00 for general liability per occurrence; not less than \$100,000.00 for damage to property per occurrence; and \$2,000,000.00 for pollution liability insurance.
- 16.2 The County shall be named additional insurer on all liability policies, and certificates to that effect must be provided to the County prior to beginning work under this contract and Contractor shall not reduce coverage, terminate, or otherwise alter the insurance without 30 days prior written notice to and written approval of the County. Contractor should send a copy of the insurance policy after receiving same from insurance company. The Contractor shall also maintain workers compensation insurance as required by the state and subrogation so that the County cannot be held liable for any injuries to any workers for any reason.

#### 17.0 HOLD HARMLESS

- 17.1 The Contractor shall reimburse, save, defend and hold harmless the County of Hawai'i, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages and attorney's fees resulting from any and all claims, demands, suits, actions, or proceedings for property damage or personal injury, including death, arising out of, resulting from, or in connection with any contract entered into as a result of the Invitation for Bids, irrespective or notwithstanding that the negligence of the County, its officers, agents, or employees are alleged to have caused or contributed to such property damage or personal injury.
- 17.2 The County is not in any way responsible for Contractor's compliance or non-compliance with any County, State or Federal laws, rules, regulations or permitting requirements or conditions for operation of Contractor's scrap metal facility or related activities. The Contractor shall reimburse, save, defend and hold harmless the County of Hawai'i, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages, fines, penalties, obligations and attorney's fees resulting from any notices of violations, citations, claims, demands, suits, actions, or proceedings for alleged or actual violations of any and all County, State, Federal or other laws, rules, regulations, permit requirements or other regulatory issues connected with or arising out of Contractor's scrap metal facilities or operations in any way related to this contract.

### **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. Bid prices shall be inclusive of all applicable taxes, including General Excise and Use Tax.
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 the opening thereof, or before award of the contract unless said award is delayed for a period exceeding 30 days.
5. 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.
6. Completion, installation, and/or delivery date will be calculated from the official commencement date, which shall be the later of either the date of the "Notice to Proceed" or the date of the Purchase Order, unless otherwise specifically noted.
7. No bid bonds or performance bonds will be required for this IFB.
8. The Director of Finance reserves the right to waive and/or accept any minor deviations from specifications if, in his opinion, such waiver will be in the best interest of the County and that such waiver shall not affect in any way the standards or performance, operations, capacities or quality of the equipment offered.
9. 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.
10. 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 "Exceptions(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.

11. Bids should be submitted with all pages of the proposal, specifications and special provisions 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.
12. Bidders must bid on all items for Zone I; award, if any, will be to the lowest responsive and responsible bidder with the overall lowest price for Zone I.
13. Any contract entered into as a result of this bid proposal shall be signed by a person authorized to sign and be duly notarized. Additionally, if the Contractor is a partnership or corporation, a copy of the appropriate partnership or corporation resolution authorizing that individual to enter into contracts on behalf of the partnership or corporation shall be provided by the contractor with its executed contract.
14. 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, 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 Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

15. 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.

16. 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.

17. 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:

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.

18. METHOD OF AWARD:

Award will be made to lowest responsible bidder on a "lot" basis; bidders need to bid on all items.

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.

19. **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.

20. NON-DEBARMENT REQUIREMENTS:

The contractor shall certify that they were not debarred by the State of Hawai'i 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 Hawai'i should their debarment status change anytime during the agreement period. All bidders should complete the Non-Debarment Certificate of Compliance included herein.

21. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED:

If awarded a contract in response to this solicitation, contractor agrees to comply with HRS Section 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.

22. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE:

Prior to making monthly payments to the Contractor, County shall verify and require the Contractor to pay any past due County landfill disposal fees. The County will offset any past due landfill disposal fees owed by the Contractor against the monthly payment amount, with any residual amount available paid to the Contractor.

23. DOWNLOADED SOLICITATION:

Contractor is advised that if interested in responding to this solicitation, contractor may choose to submit its offer on a downloaded document from the Internet **provided** contractor registers its company by fax or e-mail for this specific solicitation. If contractor does not register its company, contractor may not receive addenda, if any, and its offer may be rejected and not considered for award.