

INVITATION FOR BID NO. 2968:

PROPOSAL AND SPECIFICATIONS
PRICE AGREEMENT
FOR
NIGHT MAINTENANCE ON PICK-UPS AND TRUCK
TRACTORS FOR THE SOLID WASTE DIVISION,
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,
COUNTY OF HAWAII

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. 2968
PRICE AGREEMENT FOR
NIGHT MAINTENANCE ON PICK-UPS AND TRUCK TRACTORS
FOR THE SOLID WASTE DIVISION,
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, 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 AUGUST 20, 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 *AUGUST 20, 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: August 13, 2013

PROPOSAL
PRICE AGREEMENT
FOR
NIGHT MAINTENANCE ON PICK-UPS AND TRUCK
TRACTORS FOR THE SOLID WASTE DIVISION,
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,
COUNTY OF HAWAII

_____, 20_____

Director of Finance
County of Hawaii
Hilo, Hawaii

Dear Sir:

The undersigned hereby proposes to provide maintenance services during night-time hours for pick-up trucks and/or truck tractors located in the Hilo, Kona and/or Waimea areas for the Solid Waste Division, Environmental Management, County of 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 items to be furnished are for the exclusive use of the County of Hawaii and are therefore exempt from Federal Excise Taxes and that the net bid price excludes such tax. An exemption certificate will be furnished upon request for use by the manufacturer in obtaining such exemption.

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

All successful bidders, for any single item exceeding \$2,500.00, will be required to furnish proof of compliance with the requirements of §3-122-112, HAR (see Special Provisions 28 & 29).

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

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

The undersigned hereby proposes to furnish and pay for all necessary labor, equipment, materials, supplies, appurtenances and all other expenses connected thereto to provide night maintenance service to pickups and/or truck tractors (bidders need not bid on both) in the Hilo, Kona and/or Waimea areas (bidders need not bid on all) for the Solid Waste Division, Department of Environmental Management, County of Hawaii, for a period beginning upon receipt of Notice to Proceed through June 30, 2014, complete as specified:

HILO AREA:

<u>Pick-up Trucks:</u>			Estimated Number of services/year
Service Increments:			
Item HP1 - 4,000 mile service:	Unit price \$_____ x 12 =		\$_____
Item HP2 - 8,000 mile service:	Unit price \$_____ x 12 =		\$_____
Item HP3 -12,000 mile service:	Unit price \$_____ x 12 =		\$_____
TOTAL BID PRICE, HILO AREA PICK-UPS			\$_____

HILO AREA:

<u>Truck/Tractors:</u>			Estimated Number of services/year
Service Increments:			
Item HT1 - 4,000 or 16,000 mile service:	Unit price \$_____ x 12 =		\$_____
Item HT2 - 8,000 or 20,000 mile service:	Unit price \$_____ x 12 =		\$_____
Item HT3 - 12,000 or 24,000 mile service:	Unit price \$_____ x 12 =		\$_____
Item HT4 - 28,000 mile service:	Unit price \$_____ x 12 =		\$_____
TOTAL BID PRICE, HILO AREA TRUCK/TRACTORS			\$_____

WAIMEA AREA:

Pick-up Trucks:

Estimated Number
of services/year

Service Increments:

Item WP1 - 4,000 mile service: Unit price \$_____ x 12 = \$_____

Item WP2 - 8,000 mile service: Unit price \$_____ x 12 = \$_____

Item WP3 - 12,000 mile service: Unit price \$_____ x 12 = \$_____

TOTAL BID PRICE, WAIMEA AREA PICK-UPS \$_____

WAIMEA AREA:

Truck/Tractors:

Estimated Number
of services/year

Service Increments:

Item WT1 - 4,000 or 16,000
mile service: Unit price \$_____ x 12 = \$_____

Item WT2 - 8,000 or 20,000
mile service: Unit price \$_____ x 12 = \$_____

Item WT3 - 12,000 or 24,000
mile service: Unit price \$_____ x 12 = \$_____

Item WT4 - 28,000
mile service: Unit price \$_____ x 12 = \$_____

TOTAL BID PRICE, WAIMEA AREA TRUCK/TRACTORS \$_____

KONA AREA:

Pick-up Trucks:

Estimated Number
of services/year

Service Increments:

Item KP1 - 4,000 mile service: Unit price \$_____ x 12 = \$_____

Item KP2 - 8,000 mile service: Unit price \$_____ x 12 = \$_____

Item KP3 -12,000 mile service: Unit price \$_____ x 12 = \$_____

TOTAL BID PRICE, KONA AREA PICK-UPS \$_____

KONA AREA:

Truck/Tractors:

Estimated Number
of services/year

Service Increments:

Item KT1 - 4,000 or 16,000
mile service: Unit price \$_____ x 12 = \$_____

Item KT2 - 8,000 or 20,000
mile service: Unit price \$_____ x 12 = \$_____

Item KT3 - 12,000 or 24,000
mile service: Unit price \$_____ x 12 = \$_____

Item KT4 - 28,000
mile service: Unit price \$_____ x 12 = \$_____

TOTAL BID PRICE, KONA AREA TRUCK/TRACTORS \$_____

FOR ALL LOCATIONS BID:

During initial contract and any additional option years:

Labor Charges for Repair Services....\$_____per hour.

Factory parts at Supplier's Invoice plus 20 percent (not to exceed this %).

OPTION YEAR

Based upon mutual agreement, the undersigned agrees to extend this contract at prices quoted below for an additional one year period:

HILO AREA: Pick-up Trucks:

Item HP1 - 4,000 mile service:	Unit price \$_____
Item HP2 - 8,000 mile service:	Unit price \$_____
Item HP3 - 12,000 mile service:	Unit price \$_____

HILO AREA: Truck/Tractors:

Item HT1 - 4,000 or 16,000 mile service:	Unit price \$_____
Item HT2 - 8,000 or 20,000 mile service:	Unit price \$_____
Item HT3 - 12,000 or 24,000 mile service:	Unit price \$_____
Item HT4 - 28,000 mile service:	Unit price \$_____

WAIMEA AREA: Pick-up Trucks:

Item WP1 - 4,000 mile service:	Unit price \$_____
Item WP2 - 8,000 mile service:	Unit price \$_____
Item WP3 - 12,000 mile service:	Unit price \$_____

WAIMEA AREA: Truck/Tractors:

Item WT1 - 4,000 or 16,000 mile service:	Unit price \$_____
Item WT2 - 8,000 or 20,000 mile service:	Unit price \$_____
Item WT3 - 12,000 or 24,000 mile service:	Unit price \$_____
Item WT4 - 28,000 mile service:	Unit price \$_____

KONA AREA: Pick-up Trucks:

Item KP1 - 4,000 mile service:	Unit price \$_____
Item KP2 - 8,000 mile service:	Unit price \$_____
Item KP3 - 12,000 mile service:	Unit price \$_____

KONA AREA: Truck/Tractors:

Item KT1 - 4,000 or 16,000 mile service:	Unit price \$_____
Item KT2 - 8,000 or 20,000 mile service:	Unit price \$_____
Item KT3 - 12,000 or 24,000 mile service:	Unit price \$_____
Item KT4 - 28,000 mile service:	Unit price \$_____

SUMMARY OF QUALIFICATIONS AND FACILITIES:

VENDOR REFERENCES: Bidders must provide references (company name, individual contact, address and telephone number) for at least three customers who have purchased services similar to those bid in recent years. References in the County of Hawaii should be used before others when possible.

(1) Company Name: _____

Individual Contact: _____

Mailing Address: _____

Telephone No.: _____

(2) Company Name: _____

Individual Contact: _____

Mailing Address: _____

Telephone No.: _____

(3) Company Name: _____

Individual Contact: _____

Mailing Address: _____

Telephone No.: _____

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

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____ ☐ State of Incorporation _____

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

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

Business address: _____

City, State, Zip Code: _____

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

Name of individual: _____

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
Non-Debarment
CERTIFICATE OF COMPLIANCE

Reference: IFB# 2968
(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: _____

WAGE CERTIFICATE

BID PROPOSAL NO. 2968: PRICE AGREEMENT FOR
NIGHT MAINTENANCE ON PICK-UPS AND TRUCK
TRACTORS FOR THE SOLID WASTE DIVISION,
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, COUNTY OF HAWAII

Pursuant to Section 103-55, H.R.S., 1968, I hereby certify that if awarded the Contract in Excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be complied with fully.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, H.R.S.

CONTRACTOR: _____

Signature: _____

Title: _____

Dated: _____

SPECIFICATIONS

NIGHT MAINTENANCE OF PICK-UPS AND TRUCK/TRACTORS

1. County shall retain Contractor for the services of night maintenance on truck/tractors and/or pick-ups in the Hilo, Kona and/or Waimea area for a period beginning from the inception of the Contract through June 30, 2014 (See equipment lists on Pages 6 & 7 of these specifications).
2. Bid price will be provided based on unit prices for the various types of services. Bidders need not bid on both pick-ups and truck/tractors nor all areas; award shall be according to lowest responsible bid in each type of service in each area. However, bidder must provide a unit price for each different type of service within each section he desires to bid on, as well as hourly price on repairs. Parts will be billed at no greater than a 20% markup over supplier's invoice.
3. Bidders shall provide a summary of their qualifications and/or experience and facilities and provide three (3) references so as to determine the bidder's ability and quality of work.
4. Contract shall be awarded based on 80% for the unit prices, 10% for per hour labor (imputed at 50 hours) and 10% for parts charges (based on \$10,000.00 invoiced billing.) The option year prices will not be considered in evaluation; however, option year prices which are significantly higher than the first year prices are likely to result in the County declining the option and rebidding the service.
5. Contract shall be renewable for one (1) calendar year following the original year at the option the County, at the rates established herein under "OPTION YEAR."
6. Repairs for which no reasonable estimate can be provided prior to beginning work will be authorized only by the Solid Waste Division Superintendent or his representative.
7. County shall reimburse Contractor for all actual and agreed upon sub contractual services or expenses related to the performance of this Agreement. Supporting invoices for reimbursement will be provided by Contractor.

8. Repairs authorized in addition to maintenance services shall be billed at the stated hourly rate. Parts required to complete repairs shall be billed at Supplier's Invoice plus 20 percent. Contractor shall present copies of his invoices for parts when presenting repair bills.
9. This agreement and its duration will be subject to a funds available basis. County may terminate this agreement within 10 days for any reason. This being a PRICE-TERM AGREEMENT, it is understood and agreed that any amount of work may be required, including NONE.
10. The Contractor shall permit the authorized representative of the County Automotive Division to inspect and audit all data and records of the Contractor relating to the performance of this Agreement.
11. The parties intend that an independent contractor relationship will be created between the Contractor and County by this Agreement. County is interested only in the results to be achieved, and the conduct and control of the work will be solely with the Contractor. The Contractor is not considered an agent or employee of County for any purpose, and the employees of the Contractor, if any, is not entitled to any of the benefits that County provides for County's employees.
12. The Contractor shall indemnify, save harmless and defend the County, its officers, employees and agents from and against any and all manner of actions, claims, suits, damages, and cost arising out of or resulting from the errors, omissions, or negligent acts of the Contractor, its officers, employees, or subcontractors, occurring during or in connection with this Agreement.
13. It is recognized that the conditions and terms of this Agreement may require some changes or additions during the progress of this Agreement. It is therefore agreed that when such changes or additions appear necessary, the Contractor and County shall mutually agree in writing and such mutually agreed upon amendments shall be attached to and made part of the Agreement.
14. This being a price term agreement, there shall be no fixed amount of work, and contract may be cancelled at any time, including prior to any work being done. NO QUANTITY MAY BE REQUIRED, even though contracts are completed.

15. Competency of Bidders. The Director of Finance may, at any time, require a bidder to prove that it has adequate equipment, facilities and personnel to perform the work required by this Contract. The Director shall be the sole judge of the qualification of any bidder and his decision is final. The Director is authorized to investigate the financial status, experience, equipment and records of each bidder. The Director is further authorized to require any other appropriate evidence and information from any bidder that relates to its ability to perform its obligations under this Contract.
16. In the event that the successful bidder for good reason is not available or is unable to perform the work within time constraints, the County reserves the right to go to other bidders as required without calling for new bids.
17. **SCOPE OF WORK**
 - A. The Contractor shall furnish and pay for all necessary labor, equipment, materials, supplies, appurtenances and all other expenses connected thereto to provide night maintenance service to pick-up trucks and truck tractors. Contractor shall have and maintain a permanent, fully equipped service establishment located in an area properly zoned for the work at hand within the respective Districts of Hilo, Kona, and Waimea. Service establishment must be secured from vandalism and theft of County equipment. All keys will be removed from County vehicles and be secured during non operating hours.
 - B. Work may include minor repairs in addition to the specified maintenance requirements. Contractor shall bill County for such repairs at the rates indicated in the proposal. Generally, such small repair jobs costing less than \$100.00 and necessary for the safe and efficient operation of the vehicle should be done automatically during servicing. Repairs costing over \$100.00 should not be initiated without the notification and approval of the Solid Waste Division, and if such repairs exceed \$1,000.00, said approval must be in writing prior to beginning.
 - C. The following describes the servicing work required for pick-ups and/or truck tractors. All work shall be performed in a professional and workmanlike manner. Equipment to be serviced will be delivered to the Contractor's facility no later than 4:00 p.m.; all work for a single service item must be completed by 6:00 a.m. the following morning. Servicing shall begin with Item 1, 4,000 service miles, regardless of the actual odometer readings and shall continue at 4,000 mile intervals. Should service miles exceed 12,000 miles in the case of pick-ups and 28,000 miles in the

case of truck/tractors, the servicing schedule shall begin again at the 4,000 mile service:

C.a. Pick-Up Trucks, Item 1; 4,000 service miles:

Change engine oil and oil filters; inspect filters for foreign material. Grease chassis. Check for foreign material in transmission. Check oil level in all drive transmission and rear end units and add if necessary, make visual inspection of unit. Check power steering oil level and add if necessary. Clean battery terminals and if necessary add battery water. Replace air filters. All driveshafts to be greased if provided with grease nipples/ports including hydraulic pumps that's driveshaft driven. This also includes driveshaft carrier bearings as applicable. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Check brake fluid level and add if necessary. Lubricate all pivot points on doors, locks and hood hinges. Check wiper blades and replace if necessary. Inspect all belts and hoses and replace when worn or cracked. Inspect front and rear brakes. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens. If screw on filter cartridge, replace with similar.

C.b. Pick-Up Trucks, Item 2; 8,000 service miles:

Change engine oil and oil filters; inspect filters for foreign material. Grease chassis. Check for foreign material in transmission. Check oil level in all drive transmission and rear end units and add if necessary, make visual inspection of unit. Check power steering oil level and add if necessary. Clean battery terminals and if necessary add battery water. Replace air filters. All driveshafts to be greased if provided with grease nipples/ports including hydraulic pumps that's driveshaft driven. This also includes driveshaft carrier bearings as applicable. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Check brake fluid level and add if necessary. Repack front wheel bearings. Lubricate all pivot points on doors, locks and hood hinges. Check wiper blades and replace if necessary. Inspect all belts and hoses and replace when worn or cracked. Inspect front and rear brakes. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens. If screw on filter cartridge, replace with similar.

C.c. Pick-Up Trucks, Item 3; 12,000 service miles:

Change engine oil and oil filters; inspect filters for foreign material. Grease chassis. Check for foreign material in transmission, drain and refill. Drain and refill all differentials according to manufacturer's specifications. Drain and refill steering oil according to manufacturer's specifications. Clean battery terminals and if necessary add battery water. Replace air filters. All driveshafts to be greased if provided with grease nipples/ports including hydraulic pumps that's driveshaft driven. This also includes driveshaft carrier bearings as applicable. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Check brake fluid level and add if necessary. Lubricate all pivot points on doors, locks and hood hinges. Check wiper blades and replace if necessary. Inspect all belts and hoses and replace when worn or cracked. Inspect front and rear brakes. Drain & flush cooling system, add new coolant. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens. If screw on filter cartridge, replace with similar.

C.d. Truck/Tractors, Item 1; 4,000 or 16,000 service miles:

Change engine oil and oil filters. Check all tire pressures and adjust to manufacturer's specifications. Report any worn parts that need replacement to Solid Waste Division supervisor. Grease chassis, water pump, generator (alternator) and fan hub if equipped. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Check for foreign material in main transmission. Check oil level in all drive units and add if necessary, make visual inspection of unit. Replace air filters. Replace coolant filter at 16,000 service miles only. Replace all fuel filters. This also includes driveshaft carrier bearings as applicable. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens; and on trucks with a "Y" inline filter system also.

C.e. Truck/Tractors, Item 2; 8,000 or 20,000 service miles:

Change engine oil and oil filters. Check all tire pressures and adjust to manufacturer's specifications. Report any worn parts that need replacement to Solid Waste Division supervisor. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Grease chassis, water pump, generator (alternator) and fan hub if equipped. This also includes driveshaft carrier bearings as applicable. Oil shifter linkage. Check fluid level in all drive units, front axle, engine steering and coolant system and add if

necessary. Check for foreign material in main transmission. Clean battery terminals and if necessary add battery water. Remove and clean or replace air compressor filter (if so equipped). Replace air filters. Replace all fuel filters. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens; and on trucks with a "Y" inline filter system also.

C.f. Truck/Tractors, Item 3; 12,000 or 24,000 service miles:

Change engine oil and oil filters. Check all tire pressures and adjust to manufacturer's specifications. Report any worn parts that need replacement to Solid Waste Division supervisor. Grease chassis, water pump, generator (alternator) and fan hub if equipped. Check oil level on front wheel hubs (if so equipped). This also includes driveshaft carrier bearings as applicable. Check for foreign material in main transmission. Check steering box oil level and fill if necessary. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Clean battery terminals and if necessary add battery water. Check for foreign material in all drive units and check oil level and fill as needed. Replace air filters. Replace air compressor filter (if so equipped). Replace all fuel filters. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens; and on trucks with a "Y" inline filter system also.

C.g. Truck/Tractors, Item 4; 28,000 service miles:

Change engine oil and oil filters; inspect filters for foreign material. Check all tire pressures and adjust to manufacturer's specifications. Report any worn parts that need replacement to Solid Waste Division supervisor. Grease chassis, drive line, water pump, generator (alternator) and fan hub if equipped. Oil door hinge and shifter linkage. Check oil level on front wheel hubs (if so equipped) and fill as needed. All cables and linkages for hydraulic equipped vehicles shall be greased or heavy oil (80wt or heavier) to provide a smooth operation. Clean battery terminals and if necessary add battery water. This also includes driveshaft carrier bearings as applicable. Drain and check for foreign material in all drive units and refill all drive components, transmissions, both rear ends and compressors if required. Replace air filters. Replace air compressor filter (if so equipped). Replace all fuel filters. Drain steering box oil and refill. Drain power steering reservoir and refill and replace filter. Drain and flush cooling system, change coolant and coolant filters. Top off all fluid levels. Remove, wash, reinstall, or replace damaged, hydraulic filter screens; and on trucks with a "Y" inline filter system also.

D. EQUIPMENT LIST:

Except for new vehicle purchases, the following is a current listing of all vehicles to be serviced. The locations of the equipment are based on normal assignments, however, due to repairs and other factors, vehicles may be temporarily transferred into or out of such locations. Consequently, servicing shall be provided to the vehicle delivered, regardless of its listed location, or to other vehicles, either new acquisitions or County fleet transfers, all vehicles are similar to those listed below:

HILO SOLID WASTE:

<u>LICENSE</u>	<u>DESCRIPTION</u>	<u>ENGINE</u>	<u>TRANSMISSION</u>
CH 1708	1991 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1709	1991 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1763	1991 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1811	1996 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 2450	2003 Kenworth T800	Cummins N14	Fuller RTO 14615
CH 2452	2003 Kenworth T800	Cummins N15	Fuller RTO 14616
CH 1872	1998 GMC Dumper	CAT	RT6610
CH 1896	2000 GMC 1/2T P/U	4.8L gas engine	Automatic
CH 1865	1998 Chevy 3/4T P/U	6.2L diesel engine	4 SPD Manual
CH 1876	1995 Ford 3/4T P/U	5.8L diesel engine	5 SPD Manual
CH 2301	1995 Ford 3/4T P/U	5.8L diesel engine	5 SPD Manual
CH 1934	2001 Ford 3/4T P/U	5.8L gas engine	5 SPD Manual
CH 1991	2002 Chevy 3/4T P/U	6.2L diesel engine	5 SPD Manual
CH 1986	2002 Ford 1/2T P/U	4.6L gas engine	Automatic

WAIMEA SOLID WASTE:

<u>LICENSE</u>	<u>DESCRIPTION</u>	<u>ENGINE</u>	<u>TRANSMISSION</u>
CH 1983	2001 Kentworth T800	Cummins N14	Fuller RTO 14615
CH 2451	2003 Kenworth T800	Cummins N14	Fuller RTO 14615
CH 1801	1996 Ford 3/4T P/U	4.8L gas engine	Automatic
CH 1816	1996 Ford 3/4T P/U	5.8L gas engine	5 SPD Manual
CH 2470	2001 Ford 3/4T P/U	5.8L diesel engine	5 SPD Manual
CH 1985	2002 Ford 1/2T P/U	4.6L gas engine	Automatic

KONA SOLID WASTE:

<u>LICENSE</u>	<u>DESCRIPTION</u>	<u>ENGINE</u>	<u>TRANSMISSION</u>
CH 2469	1994 International	Cummins N14	Fuller Road Ranger
CH 1802	1996 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1812	1997 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1827	1991 Peterbilt	Cummins N14	RTO 14715 Road Ranger
CH 1984	2001 Kenworth	Cummins N14	Fuller RTO 14615
CH 1999	2003 Kenworth T800	Cummins N14	Fuller RTO 14615
CH 1938	1995 Ford 3/4T P/U	5.8L diesel engine	5 SPD Manual
CH 1992	2002 Chevy 3/4T P/U	6.2L diesel engine	5 SPD Manual
CH 1803	1996 Ford 1/2T P/U	4.8L gas engine	Automatic
CH 1866	1998 Chevy 3/4T P/U	6.2L diesel engine	Automatic
CH 1897	2000 Chevy 1/2T P/U	4.8L gas engine	Automatic
CH 2459	2003 Chevy 1/2T P/U	5.3L gas engine	Automatic

18. RECORDS

Contractor shall keep complete and accurate service records on all vehicles serviced under this contract and present them upon demand by authorized County personnel.

19. SAFETY

The Contractor and all its employees shall operate in a safe and efficient manner at all times, and shall observe all requirements as stipulated by OSHA and all other appropriate governmental regulations.

20. INSURANCE

Contractor shall provide general liability insurance of no less than \$300,000 naming County of Hawaii additional insured. Certificate must be provided prior to beginning work. If others are employed, Contractor must also obtain worker's compensation insurance and provide a certificate of same to County.

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 must be returned with the bid.
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. The burden of proof of equality shall be on the contractor and the decision of the 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 the opening thereof, or before award of contract unless said award is delayed for a period exceeding 30 days.
5. Bid price quotation shall include all maintenance services, including all lubricants, replacement fluids and filters. Worn belts and other items requiring replacement shall be additional, at the stated percentage of Contractor's invoiced amount. The bid price shall include all labor, overhead and all other items and costs, including any and all applicable taxes. 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. The County reserves the right to delete, decrease or increase any individual item or items if required to do so in relation to funds available or any other reason. This being a price term agreement, it is understood that quantities of services are strictly estimates and no guarantee of any given amount. NO QUANTITY MAY BE REQUIRED, even through Contracts are completed.
7. The County reserves the right to reject any and all bids and to accept the bids in whole or in part as best suited in the interest of the County, giving due consideration to price, quality

of product and proven dependability and ability of each bidder with respect to ability to serve the County.

8. Completion, installation or delivery date will be calculated from the 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.
9. This being a bid for goods or 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 hereafter specified; and the details, capacities, and ratings shall conform in every respect with the said 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.
10. 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 the equipment offered.
11. 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, 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.

12. 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.

13. 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.
14. 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 for 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.
15. 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.

16. Awards exceeding \$25,000.00 may require formal contracts.
17. All contractors, including out-of-state contractors, must apply to the Hawaii State Tax office for a tax clearance and submit the tax clearance to the County prior to entering into any contract. It is not required, but strongly suggested, that bidders furnish tax clearances with their bids.
18. Bid price quotation shall be for services at Contractor's business location; vehicles will be delivered and picked-up by County personnel. Proper invoices, in duplicate, shall be submitted to the using agency at 25 Aupuni Street, Hilo, Hawaii 96720. 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.

Prior to making payments to the vendor, County has the right to ask vendor to pay any past due amounts owed to any County agency. The County may offset any past due amounts owed by the vendor against the payment amount, with any residual amount available paid to the vendor.

19. 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 and performance bond, if any.
20. 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.

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, will not apply to this contract.

23. This agreement shall be for an initial one year period. This contract may be extended for an additional one-year period at the option of the County, and at the conclusion of the second year, may be extended for an additional period of up to one hundred eighty (180) days, by mutual agreement, at the prices established herein.

24. Each bidder should state in its bid proposal the address, location and telephone number of its business location. This shall mean a place of business with telephone and sufficient area and equipment to maintain records and files pursuant to fulfilling the terms of the contract.

25. The Director of Finance may, at any time, require a bidder to prove that it has adequate equipment, facilities and personnel to perform the work required by the agreement. The Director shall be the sole judge of the qualification of any bidder and his decision shall be

final. The Director is authorized to investigate the financial status, experience, equipment and records of each bidder. The Director is further authorized to require any other appropriate evidence and information from any bidder that relates to its ability to perform its obligations under the agreement.

26. Section 103-55, HRS: All bidders, except those who are specifically exempted by section 103-55, Hawaii Revised Statutes, shall comply with said act which provides that before any prospective bidder shall be entitled to submit any bid for the performance of any contract to supply services in excess of \$25,000.00 to any governmental agency, it shall certify that the services to be rendered will be performed under the following conditions:

- a. WAGES: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. For purposes of this section, a BC-10 rate shall be used, which is currently paid \$22.23 per hour.

ALL BIDS SHOULD BE BASED ON THIS AMOUNT AND AWARDED
BID PRICES FOR EITHER THE ORIGINAL OR OPTION YEAR
WILL BE INCREASED BY AN EQUAL AMOUNT EFFECTIVE ON
THE DATE OF ANY INCREASE GRANTED PUBLIC EMPLOYEES
(BUT NOT RETROACTIVELY FOR ANY PERIOD).

- b. COMPLIANCE WITH LABOR LAWS. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with. Failure to comply with said conditions during the period of the contract shall result in cancellation of the contract.

27. 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 or any court of competent jurisdiction that the services must be provided by public employees pursuant to Civil Service or other law.. 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 contract.

28. **RESPONSIBILITY OF OFFERORS:**

Offeror is advised that if awarded a contract under this solicitation, for any single item exceeding \$25,000.00, 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.

29. **METHOD OF AWARD**

Award will be made to lowest responsible bidder on a per item basis, bidders need not bid on all items. If savings can be realized, bidders may offer an "all-or-none" bid for groups of items in addition to the item prices they propose, based upon being awarded more than one item. If the "all-or-none" bid of any bidder is lower than the combined total of the lowest respective individual item bids by all bidders and funds are available to complete the order at the quantities listed, the "all-or-none" award may be made.

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.

30. **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.

31. **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.

32. **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.