

INVITATION FOR BID NO. 2899:

PROPOSAL AND SPECIFICATIONS
FOR
PRICE AGREEMENT FOR FURNISHING
BUS TRANSPORTATION FOR
SUMMER FUN PROGRAM, FOR THE
DEPARTMENT OF PARKS AND RECREATION,
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. 2899
***PRICE AGREEMENT FOR FURNISHING BUS TRANSPORTATION FOR
SUMMER FUN PROGRAM FOR THE DEPARTMENT OF PARKS AND
RECREATION, COUNTY OF HAWAI`I***

SEALED TENDERS will be received and publicly opened at ***2:00 P.M., MONDAY, MARCH 18, 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 MARCH 8, 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 *MARCH 8, 2013*. All potential offerors are advised that the County of Hawai`i reserves the right to reject any offer which does not follow these instructions.

NANCY CRAWFORD
Director of Finance

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

State of Hawai`i ~ Procurement Notice System (PNS)
Publication Date: February 25, 2013

PROPOSAL
FOR
PRICE AGREEMENT FOR FURNISHING
BUS TRANSPORTATION FOR
SUMMER FUN PROGRAM, FOR THE
DEPARTMENT OF PARKS AND RECREATION
COUNTY OF HAWAII

_____, 20____

Director of Finance
County of Hawaii
Hilo, Hawaii

Dear Sir:

The undersigned hereby proposes to furnish bus transportation for the Summer Fun Program from June 10, 2013, to July 19, 2013, all at prices as provided herein, all in strict compliance with the Specifications and Special Provisions included herewith 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/services to be furnished are for the exclusive use of the County of Hawaii and are therefore exempt from Federal Excise Taxes and that the net bid price excludes such tax. An exemption certificate will be furnished upon request for use by the manufacturer in obtaining such exemption.

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

For contracts exceeding \$25,000.00, the successful bidder will be required to furnish proof of compliance with the requirements of §3-122-112, HAR (see Special Provisions 25 & 26).

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

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

Item 1: Summer Fun

The undersigned proposes to furnish bus services as indicated per specifications for individual routes for the following bid price (s), inclusive of taxes and all other charges, complete as specified (Individual runs to be priced on pages 3 –8 of specifications):

ROUTE ONE:	Hilo	Total Bid Price	\$_____
ROUTE TWO:	Puna.....	Total Bid Price	\$_____
ROUTE THREE:	Ka’u	Total Bid Price	\$_____
ROUTE FOUR:	Rural South Hilo	Total Bid Price	\$_____
ROUTE FIVE:	North Hilo & Hamakua	Total Bid Price	\$_____
ROUTE SIX:	North & South Kohala	Total Bid Price	\$_____
ROUTE SEVEN:	Kona District	Total Bid Price	\$_____

OPTIONAL ADDITIONAL COSTS: (not to be used in award evaluation)

ADDITIONAL COST TO PROVIDE ADA ACCESSABLE TRANSPORTATION \$_____

Note: Bidders need not bid on all routes. Award will be made on individual routes. ALL AMOUNTS ARE ESTIMATES AND MAY NOT BE FULLY SCHEDULED OR UTILIZED. (Days of week are listed as estimated and subject to change). Bidder MUST provide evidence of insurance prior to any award by Purchase Order or Contract.

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

The undersigned represents: **(Check ✓ one only)**

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

State of incorporation: _____

Offeror is:

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

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

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

Business address: _____

City, State, Zip Code: _____

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# 2899
(IFB/RFP/QR Number)

_____ affirms it is in
(Company Name)

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

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

Moreover _____
(Company Name)

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

SPECIFICATIONS – GENERAL
(Applies to all items)

I. CONTRACT

1. Term of contract shall be June 10, 2013, to July 19, 2013 for Summer Fun trips. County may cancel contract at any time. This being a price-term agreement, any number of trips, including NONE may be scheduled for any given route during the contract period.
2. Contractor shall provide, at its own expense, automotive and general liability insurance naming the County of Hawaii as additional insured, in the amount of not less than \$1,000,000.00 per person bodily injury and \$50,000.00 property damage, with aggregate coverage of not less than \$5,000,000.00. A certificate of insurance naming the County additional insured must be furnished prior to a contract being awarded, and shall not reduce coverage, terminate, or otherwise alter the insurance without 60 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. Contractor shall also provide verification of workers compensation insurance if others are employed.
3. Contractor shall provide buses and/or vans of modern design and adequate size to transport the maximum number of summer fun or staff participants indicated on the individual routes in a safe and efficient manner. The quoted bid price must include the cost to provide ADA accessible transportation with ADA compliant ramps or lifts should it be requested by the County of Hawaii. The contractor shall provide a brief description of the accessible vehicle(s) that will be used to provide this transportation. No other persons other than designated staff and participants are allowed on the buses.
4. Bidder will work closely with the Department of Parks and Recreation, and remain flexible as to routes and schedules depending on inclement weather, special conditions, etc. Adequate notice will be given the bidder in all cases where possible.
5. NON-PERFORMANCE PENALTY: A penalty for failing to provide bus services as scheduled shall be assessed at \$100.00 per day for each day contract is not fulfilled. One hour delay shall constitute a default for the day. The County shall be the judge of non-performance. The penalty shall be IN ADDITION to cancellation of invoices for payment for the subject default day.
6. Contractor shall submit proper invoices in triplicate for services rendered on a monthly basis, no later than five (5) calendar days following the month in which services were provided.

II. OPERATIONS

1. Operating specifications as specified in PUC General Order No. 2 shall be followed at all times.
2. All drivers must be properly trained, qualified and licensed to operate Contractor's vehicles. All drivers must provide current Police traffic abstracts and a copy of current operator's license prior to being employed for the duties of this Contract. The County reserves the right to require a driver replacement without explanation.

III. INDEMNIFICATION

To the fullest extent permitted by law, it shall be the duty of the Contractor to, at all times, indemnify, defend, protect and save harmless the County, its officers, agents and employees from and against all injuries to property or persons, deaths of persons, loss, damages, suits, claims, worker's compensation claims, patent claims, liabilities, judgments, costs and expenses including attorneys fees which the County may directly or indirectly suffer, sustain or be subjected to in consequence of the granting of this Contract resulting from or arising out of the goods or supplies to be furnished and/or arising out of or in connection with the services to be performed under the terms and specifications of this Contract, whether or not it shall be alleged or determined that such loss and damage was caused by the negligence or omissions of the Contractor, its officers and employees, or of the County, its officers, agents or employees or of the Contractor's subcontractors, if any, and whether such losses and damages be suffered or sustained by the County, its officers, agents and employees, or be suffered by any other persons, including the Contractor, its officers, agents and employees who may seek to hold the County liable thereof, and whether attributable to the fault, failure or negligence of the County or otherwise, except when proved by the Contractor to be caused by the sole negligence or intentional misconduct of the County, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or in connection therewith. Any surety or performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the County as herein provided.

Item 1: SUMMER FUN BUS
GENERAL SPECIFICATIONS

Bidder will provide minimum of sixty-five passenger buses to transport children, staff and volunteers indicated on the individual routes in a safe and efficient manner. Bidders who wish to use a smaller vehicle or substantially different combinations of vehicles must state as an exception to specifications and fully describe the service they intend to provide in detail.

Bidder will work closely with the Department of Parks and Recreation and remain flexible as to routes & schedules depending on inclement weather, special conditions, etc. Adequate notice will be given the bidder in all cases where possible. Coordinator will be Mason Souza, at 961-8740.

2013 Summer Fun Bus Schedule – ROUTE ONE – HILO

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon. Where two centers are listed, service will include pick-up at first center farthest away from destination at 8:30 a.m., pick up at second center, travel to destination, return to 2nd center and then to 1st center by 12:00 noon, except as noted: (NOTE: Each site designated with a @ denotes a later pick-up time.):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Andrews Gym:</u> (2 buses each)	Thurs. June 13, 2013	***Onakahakaha Beach Park	\$ _____(x2)
	Thurs. June 20, 2013	***Spencer Beach Park	\$ _____(x2)
	Thurs. June 27, 2013	***Punaluu Beach Park	\$ _____(x2)
	Tues. July 2, 2013	***Richardson Beach Park	\$ _____(x2)
	Thurs. July 11, 2013	**Prince Kuhio Cinemas	\$ _____(x2)
	Tues. July 16, 2013	***Onakahakaha Beach Park	\$ _____(x2)
<u>Hilo Armory/ Puueo Comm. Ctr:</u> (1 bus each)	Fri. June 14, 2013	***Carlsmith Beach Park	\$ _____
	Fri. June 21, 2013	***Hapuna Beach Park	\$ _____
	Fri. June 28, 2013	***Haena / Shipman Estate	\$ _____
	Fri. July 5, 2013	***Kauna'oa / Mauna Kea	\$ _____
	Thurs. July 11, 2013	***Carlsmith Beach	\$ _____
	Tues. July 16, 2013	*Drop-off Papawai Beach (1 way)	\$ _____
	Thurs. July 18, 2013	*Pick-up from Papawai @11:30 am Return to Hilo Armory by 2:30 pm	\$ _____
<u>Kawananakoa Hall:</u> (2 buses each)	Thurs. June 13, 2013	***Carlsmith Beach Park	\$ _____(x2)
	Thurs. June 20, 2013	***Punaluu Beach Park	\$ _____(x2)
	Thurs. June 27, 2013	***Bayfront/Mokupapa	\$ _____(x2)
	Fri. July 5, 2013	***Hapuna Beach Park	\$ _____(x2)
	Thurs. July 11, 2013	***Coconut Island	\$ _____(x2)
	Thurs. July 18, 2013	**Prince Kuhio Cinemas	\$ _____(x2)

<u>Waiakea Uka Gym</u> (2 buses each)	Wed. June 12, 2013	***Carlsmith Beach Park	\$ _____(x2)
	Wed. June 19, 2013	***Hapuna Beach Park	\$ _____(x2)
	Wed. June 26, 2013	***Prince Kuhio Cinemas & Panaewa Zoo	\$ _____(x2)
	Tues. July 2, 2013	***Carlsmith Beach Park	\$ _____(x2)
	Wed. July 10, 2013	***HVNP/Kilauea Military Camp	\$ _____(x2)
	Wed. July 17, 2013	***Carlsmith Beach Park	\$ _____(x2)
<u>Piihonua Gym- Carvalho Park:</u> (2 buses each)	Thurs. June 13, 2013	***Hapuna Beach Park	\$ _____(x2)
	Thurs. June 20, 2013	***Leleiwi Beach Park	\$ _____(x2)
	Tues. June 25, 2013	***Coconut Island	\$ _____(x2)
	Wed. July 3, 2013	***Punaluu Beach Park	\$ _____(x2)
	Wed. July 10, 2013	***Coconut Island	\$ _____(x2)
	Fri. July 19, 2013	***Onakahakaha Beach Park	\$ _____(x2)
<u>Panaewa Park</u> (1 bus each)	Fri. June 14, 2013	***Onakahakaha Beach Park	\$ _____
	Fri. June 21, 2013	***Spencer Beach Park	\$ _____
	Thurs. June 27, 2013	***Onakahakaha Beach Park	\$ _____
	Wed. July 3, 2013	***Onakahakaha Beach Park	\$ _____
	Thurs. July 11, 2013	***Spencer Beach Park	\$ _____
	Thurs. July 18, 2013	***Onakahakaha Beach Park	\$ _____
<u>Wainaku Gym</u> (2 buses each)	Wed. June 12, 2013	***Onakahakaha Beach Park	\$ _____(x2)
	Wed. June 19, 2013	***Spencer Beach Park	\$ _____(x2)
	Wed. June 26, 2013	***Onakahakaha Beach Park	\$ _____(x2)
	Wed. July 3, 2013	***Carlsmith Beach Park	\$ _____(x2)
	Wed. July 10, 2013	**Prince Kuhio Cinemas	\$ _____(x2)
	Wed. July 17, 2013	***Onakahakaha Beach Park	\$ _____(x2)

***Denotes trip running 7 or more hours. Return will be no later than 3:00 p.m.

**Denotes trip running less than 6 hours. Return will be no later than 3:00 p.m.

*Denotes trip running less than 6 hours and/or pick up at a later time.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE ONE,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$ _____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal.)

2013 Summer Fun Bus Schedule – ROUTE TWO – PUNA

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Mt. View Gym:</u> (1 bus each)	Thurs. June 20, 2013	**HVNP/Kilauea Military Camp	\$ _____
	Thurs. June 27, 2013	**Panaewa Zoo	\$ _____
	Fri. July 5, 2013	**Carlsmith Beach Park	\$ _____
	Thurs. July 11, 2013	**Pahoa Pool	\$ _____
	Wed. July 17, 2013	**HVNP/Kilauea Military Camp	\$ _____
<u>Shipman Gym:</u> (1 bus each)	Wed. June 12, 2013	**Mauna Kea Beach Hotel	\$ _____
	Wed. June 19, 2013	**Carlsmith Beach Park	\$ _____
	Wed. June 26, 2013	**Onakahakaha Beach Park	\$ _____
	Wed. July 3, 2013	**Prince Kuhio Cinemas	\$ _____
	Wed. July 10, 2013	**Richardson Beach Park	\$ _____
	Wed. July 17, 2013	**HVNP/Kilauea Military Camp	\$ _____
<u>Pahoa Center & Hawaiian Beaches:</u> (1 bus each)	Fri. June 14, 2013	***HVNP Bird Park/Punaluu Beach	\$ _____
	Fri. June 21, 2013	***Imiloa Astronomy Center	\$ _____
	Fri. June 28, 2013	***Onakahakaha Beach Park	\$ _____
	Fri. July 5, 2013	***Coconut Island/Panaewa Zoo	\$ _____
	Fri. July 12, 2013	***HVNP/Kilauea Military Camp	\$ _____
	Fri. July 19, 2013	***Panaewa Park/Onakahakaha Park	\$ _____

** Denotes trip running 5 or more hours. Return will be no later than 2:00 p.m.

*** Denotes trip running 6 or more hours. Return will be no later than 3:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE TWO,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$ _____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal.)

2013 Summer Fun Bus Schedule – ROUTE THREE – KA’U

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:00 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Pahala Comm. Ctr. & Naalehu Comm. Ctr.</u> (2 bus each)	Fri. June 14, 2013	*Onakahakaha Beach Park	\$_____ (x2)
	Fri. June 21, 2013	*Kona Community Aquatics Pool	\$_____ (x2)
	Fri. June 28, 2013	*HVNP/Kilauea Military Camp	\$_____ (x2)
	Fri. July 5, 2013	*Carlsmith Beach Park	\$_____ (x2)
	Fri. July 12, 2013	*Panaewa Zoo	\$_____ (x2)
	Fri. July 19, 2013	*Onakahakaha Beach	\$_____ (x2)
<u>Kahuku Park</u> (1 bus each)	Wed. June 12, 2013	*Punaluu Beach Park	\$_____
	Wed. June 19, 2013	*Makalapua Cinemas	\$_____
	Wed. June 26, 2013	*Kona Community Aquatics Center	\$_____
	Wed. July 3, 2013	*Punaluu Beach Park	\$_____
	Wed. July 10, 2013	*HVNP/Kilauea Military Camp	\$_____

*Denotes trip running 5 or more hours. Return will be no later than 1:00 p.m.

** Denotes trip running 5 or more hours. Return will be no later than 2:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE THREE,

TOTAL NUMBER OF BUSES INDICATED ABOVE: \$_____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal.)

2013 Summer Fun Bus Schedule – ROUTE FOUR – RURAL SOUTH HILO

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Papaikou Gym</u> (1 bus each)	Thurs. June 13, 2013	***Carlsmith Beach Park	\$ _____
	Thurs. June 20, 2013	***Onakahakaha Beach Park	\$ _____
	Thurs. June 27, 2013	***Carlsmith Beach Park	\$ _____
	Fri. July 5, 2013	***Onakahakaha Beach Park	\$ _____
	Thurs. July 11, 2013	***Leleiwi Beach Park	\$ _____
	Thurs. July 18, 2013	***Onakahakaha Beach Park	\$ _____

***Denotes trip running 6 or more hours. Return will be no later than 3:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE FOUR,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$ _____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal. In case of high surf, trips to Hapuna will be diverted to Spencer Beach Park.)

2013 Summer Fun Bus Schedule – ROUTE FIVE – HAMAKUA/NORTH HILO

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Honokaa Gym:</u> (1 bus each)	Fri. June 14, 2013	***Spencer Beach Park	\$_____
	Fri. June 21, 2013	***Spencer Beach Park	\$_____
	Fri. June 28, 2013	***Spencer Beach Park	\$_____
	Fri. July 5, 2013	***Spencer Beach Park	\$_____
	Fri. July 12, 2013	***Spencer Beach Park	\$_____
	Fri. July 19, 2013	***Spencer Beach Park	\$_____
<u>Paauiilo Gym:</u> (1 bus each)	Fri. June 14, 2013	***Spencer Beach Park	\$_____
	Fri. June 21, 2013	***Hapuna Beach Park	\$_____
	Fri. June 28, 2013	***Spencer Beach Park	\$_____
	Fri. July 5, 2013	***Hapuna Beach Park	\$_____
	Fri. July 12, 2013	***Spencer Beach Park	\$_____
	Fri. July 19, 2013	***Hapuna Beach Park	\$_____

***Denotes trip running 6 or more hours. Return will be no later than 3:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE FIVE,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$_____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal. In case of high surf, trips to Hapuna will be diverted to Spencer Beach Park.)

2013 Summer Fun Bus Schedule – ROUTE SIX – NORTH/SOUTH KOHALA

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Waimea Comm. Ctr.</u> (2 buses each)	Thurs. June 13, 2013	***Makalapua Cinemas & Lunch at Kona Old Airport	\$_____ (x2)
	Thurs. June 20, 2013	***Hapuna Beach Park	\$_____ (x2)
	Thurs. June 27, 2013	***The Shops @ Mauna Lani & Great D Rides	\$_____ (x2)
	Fri. July 5, 2013	***Hapuna Beach Park	\$_____ (x2)
	Thurs. July 11, 2013	***Makalapua Cinemas & Lunch at Kona Old Airport	\$_____ (x2)
	Thurs. July 18, 2013	***KB Extreme Bowling & Lunch at Kona Old Airport	\$_____ (x2)
<u>Kamehameha Park Complex (Kohala) (Hisaoka Gym)</u> (2 buses each)	Wed. June 12, 2013	***Waialea Bay	\$_____ (x2)
	Wed. June 19, 2013	***Hapuna Beach Park	\$_____ (x2)
	Wed. June 26, 2013	***Mauna Kea Beach Hotel	\$_____ (x2)
	Wed. July 3, 2013	***Anaeho'omalu Bay	\$_____ (x2)
	Wed. July 10, 2013	***Waialea Bay	\$_____ (x2)
	Wed. July 17, 2013	***Makalapua Cinemas	\$_____ (x2)
<u>Waikoloa Park:</u> (1 bus each)	Fri. June 6, 2013	***Hapuna Beach Park	\$_____
	Fri. June 14, 2013	***Kona Aquatics Pool & Makalapua Cinemas	\$_____
	Fri. June 21, 2013	***Waialea Bay	\$_____
	Fri. June 28, 2013	***Hapuna Beach Park	\$_____
	Fri. July 5, 2013	***Dolphin Quest at Hilton	\$_____
	Fri. July 12, 2013	***Makalapua Cinemas & Kona Aquatics Pool	\$_____

***Denotes trip running 6 or more hours. Return will be no later than 3:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE SIX,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$_____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal. In case of high surf, trips to Hapuna will be diverted to Spencer Beach Park.)

2013 Summer Fun Bus Schedule – ROUTE SEVEN – KONA

Sixty-five (65) passenger buses as indicated to transport children, staff and volunteers from the center indicated at 8:30 a.m. on the date indicated to the indicated destination and return to the same center by 12:00 noon (except as noted):

<u>FROM</u>	<u>DATE</u>	<u>TO</u>	<u>COST PER BUS</u>
<u>Yano Hall</u> (1 bus each)	Thurs. June 13, 2013	**Kona Aquatics Pool	\$_____
	Thurs. June 20, 2013	**Hapuna Beach Park	\$_____
	Thurs. June 27, 2013	**Kahaluu Beach Park	\$_____
	Fri. July 5, 2013	**Hapuna Beach Park	\$_____
	Thurs. July 11, 2013	**King Kam Beach & Glass Bottom	\$_____
	Wed. July 17, 2013	**Hapuna Beach Park	\$_____
<u>Old Kona Airport</u> <u>Main Event Pavilion</u> <u>and Kailua Gym</u> <u>(Kekuaokalani)</u> (4 buses each)	Fri. June 6, 2013	**Hapuna Beach Park	\$_____(x4)
	Fri. June 14, 2013	**Higashihara Park/Makalapua Cinemas	\$_____(x4)
	Fri. June 21, 2013	**Hapuna Beach Park	\$_____(x4)
	Fri. June 28, 2013	**Hapuna Beach Park	\$_____(x4)
	Thurs. July 12, 2013	**Higashihara Park/Makalapua Cinemas	\$_____(x4)
	Fri. July 17, 2013	**Hapuna Beach Park	\$_____(x4)

**Denotes trip running 5 or more hours. Return will be no later than 2:00 p.m.

TOTAL BID PRICE FOR ALL TRIPS, ROUTE SEVEN,
TOTAL NUMBER OF BUSES INDICATED ABOVE:

\$_____

(Note: County will award to lowest responsible bidder based on total bid price for complete route. Buses and/or specific trips may then be deleted or added per the above bus/per/route listed prices to conform to funds available. Bidders should multiply each trip price listed above times number of buses required and fill in total above and on page 3 of proposal. In case of high surf, trips to Hapuna will be diverted to Spencer Beach Park.

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 special provisions should be returned with the bid proposal.
2. Whenever an article, product, or equipment is specified by the manufacturer, number, brand, or trade name, it is understood that the words "or equal" follow thereafter unless specified as "no substitution." The burden of proof of equality shall be on the contractor and the decision of 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 by purchase order unless said award is delayed for a period exceeding 30 days.
5. Bid price quotations shall include all material, labor, supplies, taxes, freight and delivery charges and any and all other incidental costs of any kind to perform the work and/or deliver and/or install the items or services completely as specified. Taxes shall include all applicable taxes, including general excise taxes and use taxes, and exclude Federal Excise Taxes if any, unless otherwise specified in the specifications.
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 for any other reason. ALL BIDDERS ARE CAUTIONED THAT THIS IS A PRICE TERM AGREEMENT WITHOUT ANY ESTIMATED QUANTITY, AND, IN FACT, **AS FEW AS NONE** OF ANY ITEM/SERVICE MAY BE PURCHASED, even if formal contracts are completed. The County may during special circumstances request that the contractor furnish additional buses, drivers or attendants. The County may also request that the Contractor not service during a particular period.
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. No bid bonds or performance bonds will be required for this invitation to bid and any subsequent contracts awarded.
9. 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.
10. 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 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.
11. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid at the front.
HOWEVER, ALL BIDDERS ARE CAUTIONED THAT ANY EXCEPTIONS TO ANY SPECIFICATION, SPECIAL PROVISION, GENERAL CONDITION OR THE PROPOSAL ITSELF WILL IN ALL LIKELIHOOD RESULT IN THE BID BEING REJECTED IN ACCORDANCE WITH 3-122-33, HAR, AND 3-122-97, HAR. The only acceptable exceptions are those which are, solely in the opinion of the County, totally inconsequential to the performance, characteristics, quality or utility of the requested item, or are of the nature of correcting typographical errors in bid documents or allowing exception when a specification clearly cannot be met by any bidder or is in conflict with another specification.

Bidders wishing to take any other exception or requesting a clarification or interpretation regarding any part of the bid document must submit their request in writing on or before the deadline date provided in the Notice to Bidders and receive written clarification or authorization for such change or have an addendum applicable to all bidders issued.

12. Bids should be submitted with all pages of the proposal, specifications and special provisions and conditions complete; bids which fail to include appropriate informational data or otherwise identify clearly what items are being bid **MAY BE REJECTED**. The County reserves the right to seek additional information or clarification after the bid opening, but may reject any bid without comment or explanation if it does not contain enough information to determine **EXACTLY** what is being offered.
13. Out-of-State bids 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, shall be awarded the agreement; but the item amounts of any agreement awarded shall be the amount of the bid offered and shall not include the amount of said increase.
14. Payment will be made as soon as practical in the normal course of business, in accordance with HRS 103-10, upon proper invoicing and satisfactory delivery of goods and/or services and/or installation of equipment or completion of work at hand. Proper invoices, in triplicate, shall be submitted to the using agency. Invoices shall be directed to Recreation Division, 799 Piilani Street, Hilo, Hawaii 96720, Attn. Mason Souza.
15. **LIQUIDATED DAMAGES** The \$100.00 assessment for failure to provide a scheduled bus run shall be considered liquidated damages per General Condition 6.12. Waiver of this penalty will be granted only with good reason, such as circumstances beyond the control of the Contractor, **AND** only if a request for such waiver is received prior to the time work is to be completed, in writing, fully explaining the reason for said request.
16. 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.

17. 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.
18. 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.
19. The Director of Finance may, at any time, require a bidder to demonstrate 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.

20. In the event equipment and/or services offered by the successful bidder is not available as needed, County reserves the right to go to other Contractors for equipment and/or services as required without calling for new proposals. The difference in cost may be charged to the Contractor.
21. Bid price quotation shall include the vehicle(s), driver(s) and fuel, wear and tear on equipment and all other costs, including any and all applicable taxes.

22. County reserves the right to award any or all routes to County operated Mass Transit System, regardless of relative costs or any other considerations.
23. It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the County that the services must be provided by public employees pursuant to Civil Service Laws or that such services will be discontinued. It is further understood that should such a finding be made, the County will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this agreement.
24. **RESPONSIBILITY OF OFFERORS:**
Offeror is advised that if awarded a contract under this solicitation, 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.

25. **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 any award the following requirements must be met.

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

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

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

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

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

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

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

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

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

- a. The contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in Federally assisted programs.
- b. The contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veterans' status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- c. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section (d) above.
- f. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and

that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

27. **Non-Debarment Requirements**

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

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

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.