

NOTICE TO INTERESTED PARTIES

OFFERORS ARE ADVISED TO CAREFULLY REVIEW ALL OF THE SPECIFICATIONS.

PRIOR TO DELIVERY, CONTRACTOR SHALL PROVIDE THE FOLLOWING REQUIRED DOCUMENTS TO THE STAFF AT:

Sheriff Division Administration
Department of Public Safety
1177 Alakea Street Room 400
Honolulu HI 96813

1. Hawaii Safety Inspection Certificate (in duplicate) and decal
2. Application for Registration of Passenger Carrying Motor Vehicle Form
3. Odometer Certificate
4. Notarized Certificate of Bill of Sale (not required for Oahu dealerships)
5. Certificate of Origin
6. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g., vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight shall be unacceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicles delivered will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of the vehicles; this procedure shall be conducted in the City and County of Honolulu. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: **May 10, 2023**

INVITATION FOR BIDS
NO. PSD 23-SD-

SEALED BIDS
FOR
FURNISHING AND DELIVERING

VARIOUS VEHICLES
FOR THE
SHERIFF DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

May 26, 2023

in the Sheriff Division Administration Office – Department of Public Safety, 1177 Alakea Street Room 400, Honolulu HI 96813.

Questions relating to this solicitation may be directed to Mr. Sgt. Bruce Yonesaki, through **HiePRO**.

Tommy Johnson, Director
Department of Public Safety

Name of Company

Bid Item Table:

| Bid Item | Description | Qty | Days to Deliver | Delivery Address |
|----------|-------------------------------------|-----|-----------------|-------------------------------------------------------------------------------|
| 1 | Four Door trucks | 3 | 30 | Sheriff Division Administration, 1177 Alakea Street #400, Hon. HI 96813 |
| 2 | Police Four Door Utility Vehicle | 8 | 90 | Sheriff Division Administration, 1177 Alakea Street #400, Hon. HI 96813 |

DEPARTMENT OF PUBLIC SAFETY
PSD 23-SD-
Vehicles for the Sheriff Division

Sheriff Division
Department of Public Safety
State of Hawaii
1177 Alakea Street Room 418
Honolulu HI 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 103D Effective (10/17/2013), 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.

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

- Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- 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 General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Date: _____
Telephone No.: _____ Name and Title (Please Type or Print)
Fax No.: _____

Exact Legal Name of Company (Offeror)

E-mail Address:

* If Offeror is a "dba" or a "division" of a corporation,
furnish the exact legal name of the corporation
under which the awarded contract will be executed

The following offer is hereby submitted for PSD 20-SD-26, furnishing and delivering Various Vehicles for the Sheriff Division, as specified herein:

Bid Item No. 1: Three (3) Four Door Trucks – unmarked, as specified:

Year: _____ Manufacturer: _____
Make and Model No.: _____
a. Transmission type: Automatic Number of Speeds: _____
b. Engine Size – Number of liters & cylinders: _____
c. EPA Mileage: City: _____ Highway: _____
d. Fuel type: (CHECK AS APPROPRIATE) E-10: _____ E-85: _____

BID PRICE: \$ _____

Manuals, as specified, for Operator, factory service & repair, etc. (if available): \$ _____
(DO NOT include in Bid Price)

Offeror's State License No.: _____
Contact Person: _____
Telephone No.: _____

Service and Repair Facility on Oahu:

Name: _____
Address: _____
Telephone No.: _____
Contact Person: _____

* Vehicle will be delivered and invoiced **within** _____ **days** from the date of the Notice to Proceed.

*** NOTE: Vehicles furnished under these specifications shall be delivered and invoiced no later than NINETY (90) calendar days from the date the Commencement Date specified on the Notice to Proceed in accordance with the following schedule:**

Delivery Address: (after final acceptance by Sheriff Division Project Coordinator, Sgt. Bruce Yonesaki)

Bid Item No. 1: Three (3) Four Door Trucks – unmarked, as specified:

Sheriff Division Administration
1177 Alakea Street Room 400
Honolulu HI 96813

Contact Person: Sgt. Bruce Yonesaki Telephone: (808) 223-1703

Offeror: _____
Company Name

The following offer is hereby submitted for PSD 23-SD-##, furnishing and delivering various vehicles for the Sheriff Division, as specified herein:

Bid Item No. 2: Eight (8) Police 4 Door Utility Police Vehicles - as specified:

Year: _____ Manufacturer: _____

Make and Model No.: _____

a. Transmission type: Automatic Number of Speeds: _____

b. Engine Size – Number of liters & cylinders: _____

c. EPA Mileage: City: _____ Highway: _____

d. Fuel type: (CHECK AS APPROPRIATE) E-10: _____ E-85: _____

BID PRICE: \$ _____

**Manuals, as specified, for Operator,
factory service & repair, etc. (if available): \$** _____
(DO NOT include in Bid Price)

Offeror's State License No.: _____

Contact Person: _____

Telephone No.: _____

Service and Repair Facility on Oahu:

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

* Vehicle will be delivered and invoiced **within** _____ **days** from the date of the Notice to Proceed.

*** NOTE: Vehicles furnished under these specifications shall be delivered and invoiced no later than NINETY (90) calendar days from the date the Commencement Date specified on the Notice to Proceed in accordance with the following schedule:**

Delivery Address: (after final acceptance by Sheriff Division Project Coordinator, Sgt. Bruce Yonesaki)

Bid Item No. 2: Eight (8) Police 4 Door Utility Police Vehicles, as specified:

Sheriff Division Administration
1177 Alakea Street Room 400
Honolulu HI 96813

Contact Person: Sgt. Bruce Yonesaki Telephone: (808) 223-1703

Offeror: _____

Company Name

The following offer is hereby submitted for PSD 23-SD-##, furnishing and delivering various vehicles for the Sheriff Division, as specified herein:

MINIMUM DETAILED SPECIFICATIONS

BID ITEM No. 1 **Three (3) trucks – 4 door crew cab**

Vehicles shall meet the following general specifications:

1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
5. Vehicle shall be completely serviced and in full operational condition upon delivery.
6. Accessory or standard equipment installed on the vehicle shall be fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

1. Model: 2023 or newer four door crew cab trucks, rear wheel drive, meeting the minimum specifications herein.
2. Wheel Base: 140 inches or greater.
3. Engine: 4 cylinder minimum, minimum 275 HP, Gasoline powered (87 Octane Unleaded), Factory heavy duty cooling system, coolant recovery System. Minimum 250 torque lbs.
4. Mileage: Minimum fuel mileage 15mpg city/20 mpg highway.
5. Transmission: Minimum 5 forward speed 1 reverse speed automatic, exterior transmission cooler.
6. Differential: Traction control, limited slip differential.
7. Battery: 12 volt battery with minimum (CCA) 700 amps.
8. Steering: Tilt and telescoping steering column, Powered assisted with stability control system.
9. Brakes: 4 wheel disk brakes with anti-lock and stability control.
10. Tires & Wheels: 18 inch steel wheels with 18 inch tire speed rated "W", With full size spare, tire pressure monitoring system.
11. Exterior: To be selected from standard factory available color offerings at the time of order.
12. Body, Interior Side curtain air bags front and rear.
Dual front air bags (SRS).
Standard upholstery.
Full Headlining and side paneling.
Driver's, front passenger and rear passenger's powered windows shall roll down electronically.
Factory gauge package.
Factory standard radio.
Factory air conditioning package (CFC Free).
Accessory type front and rear rubber floor mats.

Powered door locks (all 4 doors).
Rubberized floor covering front row seating areas.

13. Other: Rear window defroster
4 complete sets of keys for the vehicle.
Dealer installed window tinting on all windows.
Tint percentage to be determined by Sheriff
Division project manager at the time of award/order.
14. Manufacture Warranty (minimum) 3 year 36,000 mile bumper to bumper,
5 year 100,000 mile Drive train,
5 year corrosion protection.
15. Delivery: 30 days from the date of Purchase Order Award. The
Department of Public Safety/Sheriff Division may impose
a penalty of \$10.00 per day for each day beyond the
delivery period.

Sheriff Division Administration
1177 Alakea Street Suite 400
Honolulu HI 96813

BID ITEM No. 2

Eight (8) Police Utility Vehicles

Vehicles shall meet the following general specifications:

1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor

Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.

5. Vehicle shall be completely serviced and in full operational condition upon delivery.

6. Accessory or standard equipment installed on the vehicle shall be fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.

8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

1. Model: 2023 or later front wheel drive sport utility vehicle meeting the minimum specifications herein.
2. G.V.W Rating: 6,000 Lbs. Minimum capacity.
3. Wheel Base 120 inches minimum, 140 maximum.
4. Engine 6 cylinder minimum, minimum 250 HP, Gasoline powered (unleaded) with flex fuel capabilities, Minimum 250 torque lbs.
5. Miles Per Gallon: 15 city miles / 22 Highway miles per gallon.
6. Transmission: Minimum 5 forward speed 1 reverse speed automatic.
7. Electrical System: 12 volt with Alternator capable of charging system battery at low engine speed.
8. Steering: Powered assisted with Stability Control System.

9. Brakes: 4 wheel anti-lock system, 4 wheel disk brakes.
10. Tires & Wheels: Tires and wheels shall meet manufacturer's and Federal GAWR requirements for GVW submitted. Traction assists vehicle stability system.
11. Suspension Axles, springs and shock absorbers must meet Manufacturers and Federal GAWR requirements for the GVW submitted.
12. Body, Interior 5 Passenger seating capacity.
Dual front air bags (SRS).
Standard upholstery.
Reverse camera with integrated display
Full Headlining and side paneling.
Driver's, front passenger and rear passenger's powered windows shall roll down electronically.
Gauge package.
Factory standard radio.
Factory Air conditioning package (CFC Free).
Dealer installed floor mats (front and rear)
Powered door locks.
13. Body, Exterior: Four side doors with rear lift door (SUV).
Dual exterior rear side view mirrors.
Reverse rear backup sensors (minimum: two sensors).
Maximum vehicle height 75 inches.
Minimum Ground Clearance: 6 inches.
14. Lighting and siren package: Emergency lighting package to be installed by factory certified technician to manufacturer specifications.
- Contractor shall furnish and install a Federal Signal Valor FS Join 44" LED Lightbar VALR44J-P1L with hook kit for vehicle being offered. The Lightbar shall be fully populated with red on the driver's side and blue on the passenger side. All front and corner modules shall have white override for full front and side flood capabilities. All rear modules shall have amber override for traffic advisor capabilities. The bar shall be controlled via ethernet cable by a Federal Signal PF200R remote/rotary head Pathfinder system. Contractor shall also furnish and install an AS124 siren speaker on the push bumper and an RBKIT2 Rumbler low frequency speaker. Siren tones/Rumbler activation shall be programmed per

instructions from the Sheriff OIC. Two (2) Federal Signal XSM2-BRW Xstream modules shall be installed side facing inside the rear quarter windows. Federal Signal Micro-pulse Ultra MPS-61U-R and MPS-61U-B, red on driver, blue on passenger side shall be installed on the trim panel in the hatch to be visible when the hatch is opened. Contractor shall furnish and install FHL-TAIL solid state isolating flasher for the four (4) rear marker rings and two (2) reverse lights. Two (2) COM3SRWC compartment lights dual color red and white shall be installed on the back panel to provide illumination when the hatch is opened. A SPDT switch shall be installed in the rear for control of the red and white diodes. Contractor shall furnish and install a FS Join CN Signalmaster eight (8) head with four (4) red/amber and four (4) blue/amber heads. Bar shall be installed rear facing behind the rear glass and be programmed for warning and traffic advisor capabilities.

Contractor shall furnish and install a Setina #10XL front partition PK1130TRV18, #12VS rear partition PK0316TRV182ND, and custom plastic transport seat. DK0598TRV18 door panels and WK0595TRV18 window barriers shall be furnished and installed. In the rear cargo area, furnish and install an elevated locking storage drawer TK0244TRV18. Furnish and install front push bumper PB450L4 with two (2) Micro-pulse red and two (2) Micro-pulse blue lights.

Contractor shall furnish and install a Havis VS series vehicle specific console if available for vehicle being offered. All equipment brackets and filler plates shall be provided along with armrests and mic clips. If a VS console is not available, the contractor shall fabricate suitable equipment mounts out of material that will withstand normal patrol vehicle usage. Contractor shall obtain approval from Sheriff OIC before work is performed.

Contractor shall install a department provided JVC Kenwood VM6000 and KCH-20 remote head transceiver. Contractor shall furnish and install a standard NMO mount and cable on the roof with low profile 7/800 MHz antenna behind the lightbar. The control head shall be mounted per instructions from the Sheriff OIC.

Contractor/Subcontractor performing the emergency vehicle upfit must be factory trained, certified, and an authorized dealer for all equipment involved. The work must be performed on the island of Oahu under the direct supervision of the Sheriff OIC. Installer(s) must have a permanent physical location on Oahu and be available for drive-in service/warranty work during normal business hours.

- 15. Color Paint: White
- 16. Custom Vinyl Decals: Development and production of 3M vinyl decals utilizing reflective control tach products. Item developed shall be reviewed by the Sheriff Division representative prior to production and placement onto vehicle to ensure specifications and products meets or exceeds what is currently in use by the Sheriff Division. Please see the photograph below for reference as what is expected to be developed and produced.





- 17. Other: 4 complete sets of keys.
2.1/2 lb. ABC dry chemical fire extinguisher mounted on removable brackets inside vehicle.
Division project manager at the time of award/order.
- 18. Manufactures Warranty (minimum) 3 year 36,000 mile bumper to bumper,
5 year 100,000 mile Drive train
- 19. Delivery: 90 days from the date of Purchase Order Award. The Department of Public Safety/Sheriff Division may impose a penalty of \$10.00 per day for each day beyond the delivery period.

Dealer shall transport vehicle to the following location after acceptance by Sheriff Division project coordinator Sgt. Bruce Yonesaki:

Sheriff Division Administration
1177 Alakea Street Suite 400
Honolulu HI 96813

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

| | | |
|-------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ASO-PC | = | Department of Public Safety, Administrative Services Office— Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814 |
| Bidder or Offeror | = | Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated. |
| HRS | = | Hawaii Revised Statutes |
| HAR | = | Hawaii Administrative Rules |
| GC | = | General Conditions Form AG-008 103D Effective October 17, 2013 by the Department of the Attorney General. |
| IFB | = | Invitation for Bids |
| GET | = | General Excise Tax |
| LE | = | Sheriff |
| PSD | = | Department of Public Safety |
| SD | = | Sheriff's Division |

SCOPE

The furnishing and delivering of Various Vehicles for the Sheriff Division shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 103D Effective (10/17/2013) by reference made a part hereof and available at the ASO-PC, or viewable online at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>.

TERM OF CONTRACT

Vehicles furnished under these specifications shall be delivered **within the number of days stated in the bid item specifications from the commencement date on the Notice to Proceed.**

CONTRACT ADMINISTRATOR

The Contract Administrator, acting either directly or through their authorized representatives for this agreement are:

Bid Item no. 1: Sgt. Bruce Yonesaki, SD Telephone: (808) 223-1703

Bid Item no. 2: Sgt. Bruce Yonesaki, SD Telephone: (808) 223-1703

OFFEROR QUALIFICATIONS

State License. Chapter 437, Hawaii Revised Statutes (HRS), as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii

shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the appropriate Offer Form page.

Section 437-2(e), HRS, provides that, notwithstanding any provisions of Chapter 437, HRS, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding Section 437-2(b), HRS.

“Motor vehicle” includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

Service Facility. At the time of bidding, Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island where the vehicle(s) is being delivered.

If an Offeror does not have a facility on the applicable island where the vehicle will be serviced, Offeror shall arrange with a company on that island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the appropriate Offer Form page. The State reserves the right to inspect the Offeror’s repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement shall result in rejection of Offeror’s offer.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

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 REQUIREMENT FOR AWARD provisions herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror’s exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror’s authorized signature shall be an original signature in ink. If the Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror’s intent to be bound.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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.

Hawaii Business. A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii Business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the 0.5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of 0.5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103D-1008, HRS, the

Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Offer Guaranty. An offer guaranty is not required for this solicitation.

OFFER SUBMITTAL

Faxed Documents: Facsimile version of bid offers shall NOT BE ACCEPTED. Faxed informational documents will be accepted. Offerors shall plan accordingly to meet the bid opening date.

OFFERS SHALL BE SUBMITTED THROUGH HiEPRO, NO OTHER METHOD SHALL BE ACCEPTED.

Bid Price. Bid price quoted herein shall include delivery to destination, all applicable taxes, and any other costs incurred to furnish and deliver the vehicle(s) specified herein. Bid price shall also include the costs for installation of accessories, modification of unit, and instructional training in use of the accessory equipment and vehicles. Bid Price shall be the all-inclusive cost to the State and no other charges will be honored.

Make, Model and Other Information. Offeror must identify on the appropriate Offer Form, the year of manufacture, the exact manufacturer name, and make and model number of the vehicle(s) offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet to the offer for that purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer vehicle and equipment as specified will result in rejection of the offer.

Brochures and Specifications Literature. Unless previously submitted to the Department of Public Safety, the Offeror shall submit with the offer, current brochures and/or specifications literature. Upon request, Offeror shall furnish at his/her own expense and within five (5) working days from the date of the State's request, any further information required to determine acceptability of vehicle(s) or accessory equipment offered.

REQUIREMENT FOR AWARD:

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310 (c), HRS and Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section. Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27

Application for Certificate of Compliance with Section 3-122-112, HAR”, and a “Certificate of Good Standing” are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award, it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for Offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to paper certificates at the various state agencies as follows:

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, all awarded Offerors shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PSD-ASO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPL/CATION Form A-6 (Rev. 2012) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <https://tax.hawaii.gov/forms/>

DOTAX Forms by Fax/Mail:(808) 587-4242

..... 1 (800) 222-3229

IRS:(808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (855) 877-0789

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PSD-ASO. However, the tax clearance certificate shall be submitted to the PSD-ASO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Pursuant to §103D-31 O(c), HRS, all awarded Offerors shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR).

The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PSD-ASO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the PSD-ASO. However, the certificate shall be submitted to the PSD-ASO.

Compliance with Section 1030-310(c), HRS, for an entity doing business in the State.

All awarded Offerors shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract. Contractors not electing to register on HCE, are required to submit a valid tax clearance and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.hawaii.gov/spo. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the PSD-ASO as soon as possible. If a valid certificate is not submitted on a timely basis as required by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling

for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within ninety (90) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the ninety (90) day period.

METHOD OF AWARD

Multiple awards, if any, shall be made to the responsible and responsive Offeror(s) submitting the lowest Bid Item Quote per Bid Item Number. Cost of manuals, if any, shall not be part of the evaluation to determine the lowest Bid Item Quote.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

CONTRACT EXECUTION

The State shall forward a formal contract to each successful Offeror for execution. The contract(s) shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the executed contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

PRODUCT LIABILITY AND AUTOMOBILE INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverages:

| Coverages | Limits |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 1. Garagekeeper's Liability (Occurrence form) \$2,000,000 aggregate | \$1,000,000 per occurrence |
| 2. Comprehensive Automobile Liability | BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident |

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO Procurement and Contracts Unit should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

QUALITY OF EQUIPMENT

Vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. The vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from new Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

Vehicles furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render the vehicles

unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Damaged or rejected items shall be immediately removed and replaced with items of the quality required by these specifications. Failure to replace or remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him/her by the contract.

The State may, at any time, by written order, stop the delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

DELIVERY

Vehicles furnished under these specifications shall be delivered to the location listed on the appropriate Offer Form page no later than the specified days from the commencement date on the Notice to Proceed. Offeror shall state the number of days within which delivery to the specified destination will be made. Failure to do so may delay proper execution of the contract.

Prior to delivery, Contractor shall contact the State representative listed on the appropriate Offer Form page to coordinate delivery of the vehicle(s). Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instructions in the use of equipment and vehicle operations.

REQUIRED CERTIFICATES

Prior to Delivery, submit the following documentation to Ms. Gerri Tavares in Office Services Telephone: (808) 587-3459; Fax: (808) 587-1244; Email: geraldine.p.tavares@hawaii.gov.

1. Hawaii Safety Inspection Certificate (in duplicate) and decal
2. Application for Registration of Passenger Carrying Motor Vehicle Form
3. Odometer Certificate
4. Notarized Certificate of Bill of Sale (not required for Oahu dealerships)
5. Certificate of Origin
6. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g., vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight shall be unacceptable.

These certificates are essential for the proper registration and licensing of new vehicles.

Therefore, acceptance of and payment for the vehicles delivered will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of the vehicles; this procedure shall be conducted in the City and County of Honolulu. Contractor shall provide **temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.**

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his/her contract after the required date of said completion. Liquidated damages may be deducted from any payments due or to become due to

the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his/her control, provided Contractor submits a written notification of such delay prior to the delivery deadline. This notification shall be submitted to the Department of Public Safety's Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall send an original and three (3) copies of the invoice to the following addresses. Contractor shall reference the contract number and the Invitation for Bids number on the invoice for payment.

Bid Items no. 1 through 8

Contact Person: Sgt. Bruce Yonesaki Telephone: (808) 223-1703

Department of Public Safety
Sheriff Division
1177 Alakea Street #400
Honolulu HI 96813

Final Payment Requirements. Contractor is required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

No payment, whether partial or final, shall be construed to be an acceptance of a defective or unacceptable product.

WARRANTY

Contractor shall provide full manufacturer's warranty for the vehicles delivered. The standard vehicle warranty period shall be in accordance with the minimum detailed specifications for each bid item, or for a minimum of 36,000 miles or three (3) years, a powertrain warranty period for a minimum of 60 months or 60,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicles are accepted and placed into services, whichever occurs first. Full coverage shall include costs for parts, labor, and any other expenses incurred

in performing warranty work. Warranty documents shall be delivered with the vehicles and shall detail the manufacturer's obligations and warranty procedures.

RECALL NOTIFICATION

Offeror shall immediately notify the Department of any defects found in vehicle or equipment and shall replace same with an approved replacement.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to this agreement and any cost or pricing data for three (3) years from the date of final payment under the agreement.

COMPLAINT OR PROTEST

Protestors with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.A

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice of award(s), if any, shall be posted on the State Procurement Office website:

www.spo.hawaii.gov

1. Click on "Search"
2. Under Method, select the appropriate method of solicitation
3. Under Department select "Public Safety"
4. Click on "Search"
5. Click on the appropriate Contract / PO No. / Solicitation No.