

Provide Towing Services for the Department of Transportation, Harbors, Oahu District

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I. Special Provisions:

A. Contract to be Open-End

The requirement for service and materials to be furnished by the Contractor shall be on an “as-needed” basis as called for in these Specifications at the applicable unit price bid during the term of this contract and in such numbers as may be required by the State. The unit price bid shall be applicable and binding under the terms of this contract.

B. Progress Payments

The services and materials under this contract will be paid for by purchase order issued by the District Manager, based on the Contractor’s invoice for the type and amount of service and materials provided at the contract unit prices, and if necessary, adjusted to account for any liquidated damages. The Contractor shall forward the original invoice marked “INVOICE” to the District Manager, who will process for payment.

C. Certificate For Performance of Services

Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, bidders should submit the attached "Certificate for Performance of Services" in the event bids are in excess of \$25,000. The notarized certificate must be submitted to the project manager prior to entering into a contract to perform services (post bid, pre-award).

As of the bid opening date, salaries of State employees performing work similar to the work called for under this contract are as follows:

Class	Salary Range	Minimum Hourly Wage	Effective Date
Truck Driver (Non-CDL)	BC-06	\$26.83	7/1/2023
Truck Tractor Semi-Trailer Operator	BC-08	\$29.04	7/1/2023
Truck Driver (Non-CDL)	BC-06	\$28.17	7/1/2024
Truck Tractor Semi-Trailer Operator	BC-08	\$30.50	7/1/2024

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages which must be paid for the personnel working on the project at all times. Information may be obtained from <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/>.

Bidders are further advised that they are not restricted to hire only those classifications of employees as listed, but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to his/her common hiring practice. However, the principal duties of employees other than those listed in the specifications will be matched against those of State workers to determine the closest equivalent State employee classifications, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee.

The Contractor shall be obligated to notify its employees performing work under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

II. Specifications

Vehicle Towing Service

All work is subject to the requirements of this contract and in accordance with Hawaii Revised Statute §290-11.

Scope of work

The Contractor shall provide 24-hour Towing Service on an as-needed basis for the following:

1. Vehicle towing services within the Oahu Harbors properties for public safety and security. Vehicles shall be towed at the direction of the District Manager's Office to a Contractor's area for holding/storage. Contractor's storage yard shall be within 10 miles of Honolulu Harbor facilities or, if the vehicle is towed from Kalaeloa/Barbers Point Harbor, within 10 miles of Kalaeloa/Barbers Point Harbor. If Contractor's storage yard is more than 10 miles away from the towing location, the Contractor may not assess more than the 10 mile charge.
2. Vehicle towing services within the Kalaeloa/Barbers Point Harbor shall be towed at the direction of the District Manager's Office to the Contractor's area for holding/storage.
3. Island-wide towing of DOT Harbors, Oahu District vehicles and equipment for the purpose of repair. Towing services for State vehicles shall be at the direction of the Harbors, Oahu District, Maintenance Superintendent Office and Operations Office for pick-up and drop-off of designated state vehicles and equipment.

Service requests shall be based on 2 hours from the time of arrival at the service site for towing services or other roadside assistance activities per each Service Request. Service Requests that extend beyond the two hours shall be paid at the extended service rate as defined in Section H.

Work shall be performed on an as-needed basis as called for in these specifications at the applicable unit prices bid during the contract term. The unit bid prices indicated by the Contractor shall be applicable and binding under the terms of this contract.

A. Requirements

1. Contractor shall have a 24-hour dispatch service available for response to service calls.
2. Truck Chassis suitable for towing vehicles with a GVW of less than 10,000 pounds (lbs.)
3. Truck Chassis suitable for towing vehicles with a GVW greater than 10,000 lbs., but less than 80,000 lbs.
4. All tow vehicles shall be equipped with headlights, taillights, reflectors, warning lights, etc. as required by Hawaii State laws.
5. Trucks shall be equipped with a dolly, red flares, reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, dry chemical type fire extinguishers, absorbent material, first aid kit, and remote wireless communications.
6. Tow trucks shall meet all State licensing, registration, and safety requirements.

7. Tow trucks shall be clearly identifiable with the Contractor's company name on each side of the vehicle.
8. A Certificate of Insurance shall be provided naming the State of Hawaii, Department of Transportation, Harbors as additionally insured.
Insurance shall be provided and maintained during the term of the contract.
 - a. Workers' Compensation as required by law.
 - b. CONTRACTOR's Comprehensive General Liability and Property Damage with a combined minimum single limit of \$1,000,000.00 for bodily injury and Property damage per occurrence.
 - c. CONTRACTOR's Automobile General Liability and Personal Injury Protection with a combined minimum single limit of \$300,000.00 for bodily injury and property damage per occurrence.
9. Tow truck drivers shall have a minimum of one year experience with the towing equipment and have sufficient ability to satisfactorily perform all tasks needed for the work. All drivers shall possess a valid Hawaii State Driver's License for the type of vehicle being operated.
10. Signage – Contractor shall post towing signs on respective Harbors Oahu District properties in conspicuous locations as required by law. Signs shall be legible and contain the Contractor's Name and storage yard location at a minimum. Signs shall be installed and maintained by the contractor. Prior to installation of signs, the contractor shall seek and receive approval of the signs and where the signs will be installed.

B. Response Time and Liquidated Damages

Upon notification, the contractor shall have one hour to arrive at the designated vehicle pick-up location unless otherwise specified by the authorized State representative. Failure to respond within the 1-hour period shall result in liquidated damages of \$25.00 per each 15-minute period thereafter.

C. Execution of Work

1. Time and date of dispatch of Service Request
2. Name of the State personnel requesting service.
3. Tow truck identification number and driver name.
4. Arrival time and location of service site.
5. Description of vehicle to be towed including make, model and license plate number.
6. Inspection of the vehicle shall be made prior to hook-up, including a description of any existing damages. Photos of existing damages shall be taken to verify description.
7. Verification signature of the State representative at the Service Request site.
8. Drop off time and location.

D. Safety

All work shall be in accordance with OSHA standards, the Manual on Uniform Traffic Control Devices (MUTCD) for Street and Highways, the American National Standard Institute (ANSI) and safety regulations promulgated by other applicable government agencies.

1. The Contractor shall conduct his work to assure the least possible obstruction to roadway traffic. The Contractor shall provide appropriate traffic control and safety measures for the safety and convenience of the general public and the protection of property.
2. All employees shall have and utilize personal protective equipment compliant with OSHA standards and appropriate for the work.

CONTRACTOR SHALL PROVIDE, WHEN REQUESTED, ITEMS E. THROUGH H. AFTER BID HAS CLOSED.

E. Derelict Vehicle towing/storage

Contractor shall share current procedures for instances when a towed vehicle's owner disputes a tow, towing charge or other similar instance and how it is resolved.

F. Vehicle retrieval and Unclaimed vehicle procedures

1. Communication;
2. Safety and Convenience to Public;
3. Invoicing procedures;
4. Pre-Auction procedures (vehicles as stated and accessible for the inspectors); and
5. CONTRACTOR's plan to prep unclaimed/abandoned vehicles for auction.

G. Security Plan

1. "Chain of custody" of vehicle;
2. Protection and/or release of registered owners' personal property in vehicle;
3. Protection of vehicle and personal property; and
4. Site(s) security protocol.

H. Vehicle Disposal

1. Processing procedures of Derelict Vehicles;
2. Proper disposal of vehicle fluids in accordance with all Federal, State, and City laws, rules, and regulations;
3. Processing time of Derelict Vehicles; and
4. Contractor's plan and assurance of complete vehicle removal from the State of Hawaii.

I. Term of Contract

The term of this contract shall be for twelve (12) months beginning from the date indicated in the Notice to Proceed from the State unless extended as provided for under Section II.J.

J. Option to Extend Term

Subject to the availability of State funds, this contract may be extended for four additional twelve (12) month periods at the option of the State, proven:

1. The option to extend is exercised by the State not less than thirty days prior to the expiration of the term of the contract.
2. The term, including extensions, shall not exceed sixty (60) months nor meet/exceed \$100,000.
3. Payment to the Contractor for each of the additional term is based on the unit bid prices listed in the Proposal Schedule of the original contract with adjustments agreed to prior to extension. The adjustments must be documented and signed by both parties prior to the extension commencing. Adjustments will only be performed at time of extension.

The Contractor is advised that a contract similar in all essentials to this contract may be advertised for bids by the State so that bids will be received prior to thirty days before the expiration of the term of the contract. The Contractor may submit a bid in response to any such advertisement for bids upon compliance with the applicable requirements.

K. Measurement and Payment

Payment for services shall be made at the appropriate rate based upon Service Request as follows:

1. Regular Hours Service Request – shall be paid per the proposal price per each service request made between the hours of 6:30 a.m. to 2:30 p.m., Monday through Friday, excluding State Holidays. Measurement for payment shall be per Service Request.
2. After-Hours Service Request – shall be paid per the proposal price for each service request made after 2:30 p.m. to 6:30 a.m., Monday through Friday, and any hour during Saturdays, Sundays, and State Holidays. Measurement for payment shall be per Service Request.
3. Extended Service Rate – shall be paid on an hourly basis (pro-rated to each half-hour) in the event the service request extends beyond 2 hours from the actual show-up time. A factor of 1.5 shall be applied to the extended service rate for work performed for After-Hours Service Requests.

Payment shall be full compensation for all work under this section, including all materials, labor, equipment, tools, incidentals, and taxes needed to complete the contracted work.

The services under this contract will be paid for by purchase order issued by the District Manager, based on the Contractor's invoice for the service provided at the contract unit prices, and if necessary, adjusted to account for any liquidated damages. The Contractor shall forward the original invoice marked "INVOICE" to the District Manager's office, who will process for payment.

PROPOSAL FORM

Director of Transportation
AliiAIMoku Hale 869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following;

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation,

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and that all increased or decreased quantities of work shall be performed at the unit prices set forth in' the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

PROPOSAL FORM
Certification and bidder information

The undersigned acknowledges receipt of any addendum, issued by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 2 _____

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct, final and are net prices.

Bidder

By _____
Authorized Signature

Title

Business Address

Title
Business Telephone

Date

Contact Person and Phone Number
(If different from above)

NOTE (to be provided if selected for award and prior to contract):

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above with the signature(s) of the general Partner(s) authorized to sign contracts on behalf of the Partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page 8.

If signature is by an agent, other than an officer of a corporation or a Partner of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

PROPOSAL FORM

PROPOSAL SCHEDULE

Category	Item No.	Description (for State owned vehicles)	Qty	Unit	Unit Price per request	Total
A.	1.	Regular-hours tow service request (under 10,000 lbs. gvwr	8	Request	\$_____	\$_____
A.	2.	After-hours tow service request (under 10,000 lbs. gvwr.	2	Request	\$_____	\$_____
B.	3.	Regular-hours tow service request (more than 10,000 lbs. gvwr	4	Request	\$_____	\$_____
B.	4.	After-hours tow service request (more than 10,000 lbs. gvwr.	2	Request	\$_____	\$_____

TOTAL AMOUNT FOR COMPARISON OF BIDS for Category A. \$_____

(Add item nos. 1-2)

TOTAL AMOUNT FOR COMPARISON OF BIDS for Category B. \$_____

(Add item nos. 3-4)

Bids shall include all applicable taxes and fees. The prices herein shall include all labor, materials, equipment and incidentals to perform all work in accordance with the project specifications.

Note I: Bids shall include all Federal, State, County and other applicable taxes.

Note 2: The "TOTAL AMOUNT FOR COMPARISON OF BIDS" for each category will be used to determine the lowest responsible bidder.

Note 3: Bidder must complete unit prices and amounts for each category they wish to be considered for. Failure to do so may be grounds for rejection of bid.

Note 4: Bidder shall be paid for actual work performed at the bid prices.

Note 5: The State reserves the right to reject any and or all bids and to waive any defects in the best interest of the State.

Note 7: All work shall be performed on an as needed basis.

Total amount of the contract, inclusive of all extensions, may not exceed \$100,000.

PROPOSAL FORMS (PAGES 9-13) MUST BE ATTACHED TO BID SUBMITTAL FOR BID TO BE DETERMINED RESPONSIVE.

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