



## Department of Hawaiian Home Lands

LEGAL AD DATE: AUGUST 23, 2024

### INVITATION FOR BIDS No. IFB-25-HHL-006

FOR

### FURNISHING AND DELIVERY OF NEW DUMP TRUCK BODY AND AUTO TARP SYSTEM (2024 OR LATER MODEL)

WILL BE RECEIVED VIA

STATE PROCUREMENT OFFICE ELECTRONIC PROCUREMENT SYSTEM (HiePRO)

UP TO 2:00 P.M. (HST) ON SEPTEMBER 6, 2024

DEPARTMENT OF HAWAIIAN HOME LANDS

91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO

JEFF FUKUI AT E-MAIL [JEFFREY.K.FUKUI@HAWAII.GOV](mailto:JEFFREY.K.FUKUI@HAWAII.GOV)

IFB-25-HHL-006

Offeror: \_\_\_\_\_  
Name of Company

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**FURNISHING AND DELIVERY OF NEW DUMP TRUCK BODY AND AUTO TARP SYSTEM (2024 OR LATER MODEL) FOR THE DHHL WEST HAWAII DISTRICT OFFICE  
IFB-25-HHL-006**

Procurement Officer  
Department of Hawaiian Home Lands  
State of Hawaii  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Special Provisions and Technical Specifications of **IFB-25-HHL-006**, and the General Conditions, Form AG-008 included by reference and 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.

It is understood and agreed that the State reserves the right to accept or reject any or all offers and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

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.

Offeror is:

- Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Payment address (if different from business address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_    **(x)** \_\_\_\_\_  
Authorized (Original) Signature

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

Fax No.: \_\_\_\_\_    \_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_    \*\* \_\_\_\_\_  
**Exact Legal Name of the Company (Offeror)**

\*\*If the 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 Offeror shall provide the following information:

1. Offeror's Business Name: \_\_\_\_\_  
Offeror's Business Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Cell Phone number: \_\_\_\_\_  
E-Mail address: \_\_\_\_\_

3. INSURANCE COVERAGE:
- |                              | Carrier | Policy No. | Agent |
|------------------------------|---------|------------|-------|
| Commercial General Liability | _____   | _____      | _____ |
| Automobile Liability         | _____   | _____      | _____ |
| Workers' Compensation        | _____   | _____      | _____ |
| Temporary Disability         | _____   | _____      | _____ |
| Prepaid Health Care          | _____   | _____      | _____ |
- Unemployment Insurance State of Hawaii I.D. No. \_\_\_\_\_

4. REFERENCES:

Offeror shall list at least three commercial businesses and/or government agencies in the State of Hawaii for whom the bidder has performed services or is currently providing services comparable to the service specified herein:

Name of Company	Address	Contact	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Offeror: \_\_\_\_\_  
(Name of Company)

**GENERAL SPECIFICATIONS: NEW DUMP TRUCK BODY AND AUTO TARP SYSTEM  
(2023 OR LATER MODEL)**

**SCOPE OF WORK** - The work consists of furnishing and delivering one (1) New Dump Truck Body and Auto Tarp System (2024 or later model) to the Department of Hawaiian Home Lands, West Hawaii District Office, 64-756 Mamalahoa Highway, Kamuela, Hawaii, 96743. The Contractor shall present the equipment complete, ready to use, and fully operational.

The Specifications contained herein establish minimum standards (unless stated differently). The equipment offered 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 equipment. Any Questions about the Technical Aspects of this Solicitation shall be directed to James Du Pont, Supervisor, Department of Hawaiian Homes Land, West Hawaii District. Telephone (808) 887-6053, James.W.Dupont@hawaii.gov.

## General Provisions

1. The Furnishing and delivery of One (1) 60,600 LB GVWR Cab & Chassis with 15 Cubic Yard Capacity Dump Body and Auto Tarp System for the Department of Hawaiian Home Lands West Hawaii District Office, State of Hawaii, shall be subject to the meet or exceed the minimum Specifications, Special Provisions, Offer Form and General Terms & Conditions in this order of Priority.
2. The offer shall include all applicable taxes, fees, and delivery charges F.O.B. to the West Hawaii District Office Base Yard. Freight Prepaid.
3. Bidder Shall Complete the offer form, enclosing the latest printed specifications and literature describing the equipment Including but not limited to:
  - a. Chassis Specifications
  - b. Body Specifications
  - c. Frame Layout of Chassis
  - d. Horizontal Dimensional Drawing of Chassis
  - e. Vehicle Cruise Report
  - f. Frame Rake % Slope showing laden rake not more than 1% of wheelbase from level (positive or negative)
4. The vehicle shall be delivered fully fueled, assembled, and operational.
5. The vehicle shall be delivered fully cleaned Not limited to Paint, Body, Frame, and Non-Painted Components Free of Rust
6. A factory Authorized OEM Dealer Service facility shall be located on the Island of Hawaii in Hilo and Kona area. Enclosed in the Bid Packet must be a Letter of authorization or acceptance of Manufacturer OEM Dealer facility location approval.
7. Manufacturer's Brands and Stock/ Part Numbers specified do not denote a preference for that make but specify the level of quality desired. Alternate brands found to be equal to or greater in quality than the brand specified may be accepted by the officer-in-charge, however, the burden to prove equality shall rest on the bidder.
8. The State Department Reserves the Right to:
  - a. Withhold Confirmation of Award for Sixty (60) Calendar Days from the date of bid opening; and
  - b. increase or decrease the quantity any time before award, and the vendor agrees not to claim loss of profit from this change.
9. Bidder Shall not submit more than one (1) offer form and shall not submit more than (1) offer for each item specified in the offer form. Doing so shall be cause for rejection of all offers from that bidder.

### **General Provisions (cont.)**

10. A contract shall be awarded to the lowest responsible bidder, based on the lowest NET TOTAL OUTRIGHT PURCHASE PRICE. Incomplete, conditional, or irregular bids will be rejected.
11. Whenever there is a mathematical error, the unit price shall govern.
12. A bid bond and performance bond shall not be required.
13. No offer shall be withdrawn after the offer due date & time.
14. The latest delivery date shall be the contract end date in the solicitation.
15. A Copy of the Current Dealer License Number Showing your license is Current, Valid & in Good Standing shall be Provided.
16. Bidder shall submit offers electronically via HlePRO.
17. All offers shall be received by the HlePRO solicitation offer due date and time.
18. Any Questions about the Technical Aspects of this Solicitation shall be directed to James Du Pont, Supervisor, Department of Hawaiian Homes Land, West Hawaii District. Telephone (808) 887-6053 or by email at [James.W.Dupont@hawaii.gov](mailto:James.W.Dupont@hawaii.gov)
19. In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful bidder must produce the following documents:
  - a. Tax Clearance Certificate
  - b. DLIR Certificate of Compliance
  - c. Certificate of Good Standing from the DCCA

### **20. CAB AND CHASSIS DEALER VERIFICATION**

Due to the application and importance of the State to provide service to the community, the contractor shall provide prompt service and parts support. The contractor shall provide with their bid document a dealer franchise agreement from the cab & chassis manufacturer designating the contractor/ bidder as their: 1) Sales, 2) Service, and 3) Parts dealer for the state of Hawaii.

The contractor shall also submit with their bid a written statement guaranteeing that all high-wear item parts for the cab & chassis are currently in stock at their physical place of business in the State of Hawaii.

## **Technical Specifications for Dump Body Type Dump Truck**

Purpose:	Dump Truck to load Gravel/ Crushed Rock, Asphalt Materials, and Debris loaded from Roadways.
Model:	New 2024 production model or newer Set Back Front Axle, with 16' double wall dump body to meet or exceed below specifications.
G.V.W.R.:	60,600 lb. G.V.W.R. minimum, or manufactures standard
Maximum length:	Not to exceed 27'-0", overall
Wheelbase:	Manufactures standard to comply with vehicle G.V.W.R. and configuration Not to Exceed 213 inches Wheelbase <b>No Exceptions.</b>
Maximum width:	Mirror Width 8'6" to outer most.
Engine:	Diesel Fueled, Turbo Charged 13 Liter, Meet or Exceed PACCAR MX-13 rated at 510 Horsepower @ 1600 RPM/ 1850 Lb Ft Torque @ 1000 RPM Minimum

### **MINIMUM ENGINE PARAMETERS: No Exceptions**

Maximum Speed Limit Set to 59 MPH

Maximum Accelerator Pedal Vehicle Speed 59 MPH

0 Second Delay in Engine Brake Activation

Maximum Cruise Control Speed 59 MPH

Minimum Cruise Control Speed 25 MPH

PTO Control Type Stationary Cab with Switches & Accelerator Pedal

PTO Vehicle Speed Limit 2 MPH

PTO Mode Disabled w/ Service Brake Pressed

PTO Mode Disabled w/ Clutch Brake Pressed

Maximum Switch Controlled PTO Engine Speed 1400 RPM

Maximum Pedal Controlled PTO Engine Speed 1400 RPM

Cab Accelerator Pedal Type when in PTO Mode: Torque Pedal

Engine retarder "Jacobs Brake" or similar

Exhaust: RH Under Passenger Door DPF/ SCR w/ RH Side of Cab Vertical Tailpipe w/ aluminum cover. Tailpipe Height 30"

Air Compressor to meet WABCO 25.9 CFM 2017 440 CC or Greater

Horton 2 Speed Fan Hub or Similar

Radiator Bug Screen Mounted between Hood and Grille.

Lower Radiator Drain Valve

1440 Square Inch Aluminum Radiator Core or larger, Aluminum Charge Air Cooler, Translucent Surge Tank and Washer Bottle, silicone Hoses w/ Extended Life Coolant.



Batteries & Alternator: 160 Amp Brush Type Alternator

Batteries: Three Group 31 threaded post 2100 CCA Minimum

Battery Box to be Step Side Mounted Under Driver Door Aluminum Parallel w/ DPF w/ Battery Shut-Off Switch

Jump Start Terminals Mounted under Hood LH Side

Filters: Air - Dry type, under hood Engine Mounted Powercore 10" or larger w/ constant torque Stainless Steel Clamps, Pop-Up air Restriction Indicator. Must hold 10% more dust than 2500.

Engine Oil – Manufacturers Standard Service Interval

Fuel – Manufacturers Standard Service Interval.

Transmission- Frame Mounted Oil Filter.

Hydraulic- Dual Filter Head ZSP415-5EDNH or Equivalent

Transmission: EATON F018E318B-MXP Ultrashift Plus or Equivalent.

Column Mounted Transmission Control & Retarder

14" High Capacity Oil to Water Cooler for Transmission

Clutch: Ultrashift Plus or Fuller Advantage Series.

Driveline: 2 Dana SPL250XL w/ 1 Center bearing Low Maintenance offering from Spicer. On Highway 350,000 Miles First Service Interval, 100,000 Miles subsequent service interval on U-Joint, Splines lubed for Life, Quick Disconnect End Caps. Or Equal

Antilock System: Bendix 4s/4m Antilock Brake System w/ Air Traction Control (ATC) and Electronic Stability Program (ESP) for Full Truck.

Front Suspension Capacity: 14,600 lbs. minimum

Front Axle: 14,600 Lbs. Wide Track 3.5" Drop Set Back Front Axle

Minimum Set-Back 48" from Front Bumper to Center of Front Axle

Front Axle Aluminum Hub Pilot 14,600 Lbs. 10 Bolt 11-1/4" Bolt Circle

Front Brakes: 18,000 Lbs. Bendix ES or Equal

Front Dust shields for Drum Brakes

Front Auto Slack Adjuster

Front Brake Drum 20,000 Lbs. Meritor XT30 Light Weight or equivalent in weight.

Front Springs: Taperleaf 16,000 Lbs. w/ Shock Absorbers

Threaded Bushings for Taperleaf Springs

Power Steering: Single Power Steering gears rated at 16,000 Lbs. TRW Power Steering Gear.

Power Steering Cooler Radiator Mounted Air to Oil

Rear axle capacity: 46,000 lbs. minimum

Rear Drive Axle: Dual Dana Spicer D46-172H or Equivalent Rear Axle Rated at 46,000 Lbs. w/ minimum 16mm Housing and 2.06 in. Shaft Diameter.

Dual Aluminum Hub Pilot 46,000 Lbs. Capacity 11-1/4" Bolt Circle

Rear Axle Ratio 4.30

Wheel Differential Lock for Axles forward rear axle and rear axle.

Separate flip valve for dual axles

Rear Brakes: 16-1/2" x 7 Dual 46,000 Lbs. Capacity Bendix ES- Extended Service S-Cam or Equivalent

Rear Brake Drum Tru-Turn Lite 16.5x 7 Dual or Equivalent in weight

Dust shields for Drum Brakes on all Rear Axles

Spring Brake 3030 Longstroke Dual. Minimum.

Rear Axle suspension: 46,000 lbs. minimum. Tandem 854-46-L-HS Chalmers 54-inch axle spacing, High Center of Gravity Application 11.3 in unladen height; 9.6in Maximum laden height **No Exceptions**. No Air Ride Suspensions will be accepted based on the safety of stabilization.

Front Tires And Wheels: 315/80 R22.5 20 Ply Rating Bridgestone M870 Tread Pattern or Equivalent

Alcoa 89U63 22.5x 9 Ultra One Polished Front Wheel w/ 4.04 Offset or Equivalent in Weight w/ 10,000 Lb. Rating.

One (1) Per Wheel Open Center Hubcap for Viewing Axle Oil Levels

Ten (10) Per Wheel Lug Nut Caps to prevent Thread Rust

Rear Tires  
And Wheels: 11R24.5 16 Ply Rating 44.2 in diameter Highway Drive Tire 20.6 SLR  
Closed Shoulder Tire w/ 3 Lugs M726ELA or Equivalent

Alcoa 98U63 24.5x8,25 Ultra One Polished Rear Wheels or Equivalent in  
Weight rated at 8,000Lbs

One (1) Per Wheel Rear Hub Cap to prevent oxidation & Rust

Ten (10) Per Wheel Lug Nut Caps to prevent Thread Rust

Frame: 10x3/4" x 3-1/2"x3/8" Steel Frame Rail 3.48lb/ Inch per pair of frame rails  
Section Modulus is 17.80, RBM Minimum 2,132,000 in-lbs. per rail. VIN  
Number Stamped in Frame Rail.

Heavy Duty Back of Cab Crossmember

Bumper: Cab Color Painted Tapered Steel Channel w/ Lighted SS BORES  
Bumper Guides 854-211 or Equivalent for Driver Safety

Center Mount Cast Front Tow Hook

Cab: Manufacturers Standard Panoramic Curved Windshield 2.1 Meter or  
larger Conventional Daycab. **No Exceptions**

The Cab must be All Aluminum with Door load bearing Hinges up to 350  
Lbs.

Stainless Steel Exterior Sunvisor

One Piece Curved Windshield

Cab Air Ride Suspension

Firewall Insulation & Floor Covering w/ Sound Deadening Materials &  
Cowl Blanket to reduce cab noise

8-1/2" Ft Load Width Mirror Brackets Manufacturer Standard Motorized  
Heated Mirrors painted Cab Color, arms Black 7x13" Mirror Min Size

Look Down Passenger Door Mirror Black 11x16" **No Exceptions**

Dual 23" Air Horn w/ Covers LH and RH Top of Cab mounted

Long Grab handle Side of Cab mounted LH & RH. RH to Side of Cab  
Exhaust System

LH & RH Grab handle inside door frame above and below dash

Hood: Forward tilting type Sloped Metton w/ Split Fenders. **No Exceptions**

Fuel tank: Dual Seventy-Five (75) gallons capacity minimum 24.5" Diameter, constructed from aluminum w/ Polished Finish. Mounted LH Back of Cab and Right-Hand Back of Cab. w/ No. 10 Equalizer hose and ball valves.

Heavy Duty 7" Stainless Steel Tank Straps and supports to prevent tank Roll. Polished only.

Cabin Filter: Ember filter for cabin air to prevent premature air conditioning failure

DEF Tank: 11 Gallon capacity Minimum, Constructed of Plastic mounted rear of LH side Fuel Tank.

Operator Station: Steering Wheel 18" min w/ Standard Manufacturer Smart wheel

Standard Adjustable Telescoping Steering Column.

One (1) Air Cushion High Back Heavy-Duty Vinyl Seat w/ Minimum 7" Fore and aft slide adjustment w/ Isolator, 6-23 Degree Recline, Air Suspension w/ cover and Dual Armrests and Single Chamber Air Lumbar Support. Seat Cushion must be at least 20" Wide w/ 2 Position Tilt and 2 Position front Cushion Extension to include 3-point seat belts that conform to all applicable Federal Standards.

Passenger Seat High Back Heavy-Duty Vinyl Seat w/ Toolbox Base

Air Line Fitting & Air chock installed to blow/out cab of truck at driver seat LH between the driver seat and door.

Warning Light and Alarm for Driver Side Seatbelt to activate when the vehicle speed is greater than 10 MPH and Driver Seatbelt is unbuckled.

Manufacturer Standard Electric Door Locks

Manufacturer Standard Electric LH and RH Door Window Lifts

Instruments: Must Include Tachometer, Speedometer, Fuel Gauge, Engine Coolant Temperature Gauge, Engine Oil Pressure Gauge, Voltmeter, Primary & Secondary Air Reservoir Gauges, Air Application Gauge, DEF Level Gauge & Warning Lamp, Engine Hour Meter and Outside Air Temperature. Speedometer Readout MPH.

Mute Back-Up Alarm Switch w/ Alarm in cab to sound when pressed

Dash Mounted PTO Switch

Two Spare Switches wired to the Power

Switch to Operate fan manually

Off-Highway Dash switch for ABS System w/ Indicator Light

	Non-Self-Cancelling Turn Signal w/ Column Mounted Headlight Dimmer switch & Wiper Control or Equivalent
	CB or Equivalent Two-Way Radio Installation Kit
	Omit Brake Light w/ Engine Brake
	Must have Circuit Breakers replacing standard Fuses
Lighting & Signals:	SAE Dual Halogen Complex Reflector or equivalent
	Five LED Mounted on Cab Marker Lights
	LED, Mounted on Fender Marker
	Dash Mounted Switch w/ Dual Pedestal Mounted Mid Cab Flood Lights
	Dual Stainless-Steel Brackets Mounted to the side of the Cab w/ DFS900A or equivalent Dual Beacon Lights
Air system:	Bendix AD-IS Extended Purge with Pura Guard or Equivalent
	Moisture Ejection valve with pull cable drain
	Gladhands & Seven Way Female Receptacle mounted at end of frame. Must have dash mounted trailer air supply valve, trainer hand control valve and hose/ fittings for the valves. Dash Mounted parking brake valve, tractor protection valve, and spring brake inversion/ relay valves.
	Nylon Air Tubing in Frame & Cab excluding areas subject to excessive heat.
	Locate Air Dryer under RH Rail Back-Of Cab
	All-Aluminum Air Tanks to prevent rust.
	No Air Tanks near Transmission Area
Reverse alarm:	Rear Frame Mounted Electric Back-Up Alarm Meets SAE J994 & OSHA Requirements
Exhaust emission control system:	As required by the Federal government or State of Hawaii.
Noise emission control system:	As required by the State of Hawaii under Table B-2, for daytime application, Chapter 44A, Public Health Regulations.
Air conditioning system:	Factory installed air conditioning system.
	One Ball Valve for Primary Heater system.

Fire extinguisher: One (1) only, 10 lbs, ABC, UL approved, complete with mounting brackets and hardware. Mounted in cab of vehicle to Passenger Seat.

Radio: AM/FM type with Bluetooth for Driver Safety with Display for Rear View Camera in Dash.

Speakers 4x6" Located in Cab Header and Rear Cab Corners

Windshield and Windows: All glass shall be in full compliance with applicable Federal Motor Vehicle Standards.

Rear Cab Window Min 19x36" Minimum **No Exceptions**

Windshield wipers: Electric, two (2) speed drive motor, including electric windshield washer.

Reflector warning kit: One (1) set, triangular type, 3-warning triangles shall be provided with each kit, packaged within a metal or plastic case which conforms to Federal standards.

Cab & Frame Paint: Cab Base Coat/ Clear Coat (Color Code P3739) White Pearl or Equivalent to prevent fade and flaking. Color Code Must be confirmed before order.

Manufacturers Standard Black Frame Rails (Color Code N0001) or Equivalent w/ Zinc Phosphate frame rail paint process to prevent rust.

Dump Body: Length minimum 16' Double Wall Tapered Side 15 Cubic Yard Dump Box Mounted on Truck to meet the below minimum specifications

Body Floor: 3/16-inch Hardox 450 steel plate.

Headboard: 3/16" T1 Hi-Tinsel formed steel welded to floor.

Rear Corner Posts: Formed 3/16" T1 Hi-Tensile Steel 9x6"

Top Frame Rails: One Piece Formed w/ double wall box

Dog House: 3/16" Hardox AR450 with pin covers each side and top inspection cover, single Piece, welded to floor.

Body Sides: Double Wall Tapered 35" Front to Rear, 10 Ga. T1 High Tensile Steel Inside Width 87" One Continuous Sheet inside out

Side Boards: Lumber Pockets 4"x10" Lumber with Side Boards painted to match body

Tailgate: High Lift 3/16" AR450, 20 degrees sloped, One Piece Sheet outer and inner skin with One Upper, One Center and one Lower Cross member 5" Minimum Width. Two Tailgate Mounted Waste Locks and Two

Tailgate Mounted Asphalt gates.

Tailgate Locks: 2.5" x 6" electric over air operation fast acting cylinder latch assembly.

Tailgate Hinges: 3" blocks with replaceable bushing, 1" ears and 2" 4140 pins with grease ports

Tailgate Spreader Chains: Two (2) 5/16" HD Chains Welded to underside of rear crossmember. Slotted brackets to hook chains on tailgate for opening up to 6"

Apron: None, Body to be set back for paving overhang.

Dump Box Mounted Mud Flaps: Air over electric flip up system at the rear with HD Rubberized Mud flaps. Mudflaps to be 30" but when Air operated Flip-up enabled clear above tire.

Side Body Rail: Full Length Body Side rail step ladder rung on both sides of box.

Shovel Holder: Driver Side Front Mounted of Box for Square Shovel

Hydraulic Oil Tank: 35 Gallon rectangular 10 gauge Hi-Tensile steel tank, usable 35 gal. capacity w/ 2" suction port, 1-1/4" return port, 2" Filler Port. One top mounted breather with side mounted sight tube. Strap Mounted Behind cab.

Body Hoist: 4 Stage, Single Acting Telescopic Cylinder w/ 56,540 lbs. min load capacity.

PTO & Pump: Chelsea Air Shift 489 Series PTO for manual transmission or equivalent w/ Parker CD101 Hydraulic System to meet Hoist manufacturer specifications.

Tarp System: Roll-Rite or Equivalent Electric High Mount Tarp System w/ Aluminum Housing complete with Asphalt Grade Tarp.

Body Controls: Single Lever Air Control Between Seats, set up for truck and one (1) Air over Hydraulic tailgate Switch two-way momentary switch for truck Tailgate; Air-Flap Electric over air Switch mounted to tower. All Tower Controls Labeled w/ Function name. PTO Engagement to use Factory PTO Switch on dash panel.

Toolbox: Aluminum Composition w/ Stainless Steel Door to Prevent Rust Dual 24" x 18" x 18"

Body Lights: ICC/ DOT Legal, Grommet mounted LED, one (1) Marker Light per side on mid rail, Two (2) markers per Corner Post, one facing rear and one facing side, Two (2) stop/turn/tail lights per corner post. Light Cables to be sheathed, posted with gromets through openings and sharp edges ground off.

Paint: Silver Body Builder Standard Paint with Manufacturer Standard Ziebart or Equivalent

Two (2) 4" Oval Strobes Grommet mount built into rear wired to spare dash switch and Four (4) 4" Oval Mounted to Headboard Side and Front.

Back-Up Camera Tailgate Mounted built into Rear Post wired into in Dash Nav Unit.

Safety Reflective Tape: 3" Chevron Reflective Striping across tailgate, 3M or equivalent Orange striped hazard warning reflective tape.

Rear Hitch: Premier 370 Air Hitch; Air, Electric, Segmented Hitch Design to reduce stress, hitch height is 24" ground to middle of pintle hook.

Warranty: Bidder must provide Manufacture Warranty of the following Minimum Warranties/ Warranty Period which includes in bid packet basic coverage information under Manufacturer header.

- a. Five (5) Year/ 300,000 Mile Engine and Aftertreatment Warranty.
- b. Five (5) Year/ 300,000 Mile Basic Vehicle Component Warranty.
- c. Five (5) Year/ Unlimited Miles Front and Rear Axle Warranty.
- d. Five (5) Year/ Unlimited Miles Transmission Warranty.

Keys: Five (5) complete set of keys for each truck.

Manuals: Three (3) copies operator's manual for each truck. (Electronic File OK)

Three (3) copies service manual for each truck. (Electronic File OK)

Three (3) copies parts manual for each truck. (Electronic File OK)

Three (3) copies of complete shop manuals showing electrical schematics for truck chassis. (Electronic File OK)

Three (3) copies of repair, parts, hydraulic, operational and other related manuals which pertains to the hydraulic dump box application. (Electronic File Ok)

Maintenance Services:

Five (5) Years Preventative Maintenance Services with dealer standard PM Oil Change and Annual Checklist covering all repairs excluding wearable parts such as the following:

Tires, Brakes (Drums/ Discs/ Pads), Batteries, Shock Absorbers, Chrome Plating, Radiator Cap, Radiator and Engine Mounting Bushings, Suspension Bushings, and Air Dryer Cartridge.



Five (5) Year Manufacturers Standard Electronic Remote Diagnostic and ECM Update System that provides reporting of engine and aftertreatment fault codes and recommended action and fault severity via Email and Fleet Login as well as annual pricing thereafter expiration. Login list to be provided upon bid award.

## **SPECIAL PROVISIONS: 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 §103D-310(c), HRS:

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. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, the bidder certifies as follows:

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

## **BID 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 exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Bid Quotation.** The bid price shall be all-inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide product and/or services specified herein.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. 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 §103D-1008, HRS, the Bidder'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.

**Insurance.** Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, the bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

**References.** Bidder shall list as references companies for whom bidder has provided or is currently providing on a regular basis service similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about the bidder's past performance.

**Confidential Information.**

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes, and models, or catalogue number of items offered, deliveries, and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

**SUBMISSION OF OFFER**

Bid Offers must be submitted electronically via HlePRO. The Bid Offer Form must be uploaded to HlePRO as an attachment. Bids received after the due date and time specified above or received in a format other than described above will not be considered.

Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all required information is attached to the bid before the Invitation for Bids (IFB) due date and time. The DHHL will not be responsible for any delays or failures of any Bidder to submit all requested information.

Bidders interested in responding to this electronic solicitation must be registered on HlePRO.

To sign up and register, visit the following link:  
<https://hiepro.ehawaii.gov/>

**AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer. Award will be issued and awarded through the State Procurement Office's electronic procurement system (HlePRO).

**Responsibility of Lowest Responsive Bidder.** Reference §103D-310(c), HRS. If compliance documents have not been submitted prior to award, the lowest responsive and responsible offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

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

Pursuant to §103D-328, HRS, lowest responsive Offeror 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 DHHL.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2021) 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/>

Completed tax clearance Applications may be submitted either in person, fax, by mail, or electronically to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

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 DHHL. However, the tax clearance certificate shall be submitted to the DHHL.

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

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror 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 DHHL. A photocopy of the certificate is acceptable to the DHHL.

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 DHHL.

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

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The lowest responsive Offeror 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 DHHL. A photocopy of the certificate is acceptable to the DHHL.

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.

Online business registration and the Certificate are available at [www.BusinessRegistrations.com](http://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.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> 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 §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. 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). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

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

## **ACCEPTANCE OF OFFER**

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, 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 a legislative body.

## **CONTRACT EXECUTION**

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

## NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

## LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability, and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii 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 minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii 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, including those of its

subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing 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 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.

## **SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

## **INVOICING**

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required responsibilities.

Contractor shall submit original and three (3) copies of the invoice to:

Department of Hawaiian Home Lands  
Administrative Services Office  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Invoice totals in excess of \$1,000 require that three (3) original invoices be provided OR one (1) original and two (2) certified copies with "I certify that this is an original invoice" indicated on the copies. All invoices shall reference the IFB and contract number.

## **PAYMENT**

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

The State will 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.

## **LIQUIDATED DAMAGES**

Refer to Section 9 of the General Conditions, Form AG-008. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

## **PROTEST**

Pursuant to §103D-701, HRS, a protest of the solicitation must be made prior to bid opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award resulting from this solicitation shall be posted on the State Procurement Office website: <http://www.hawaii.gov/spo>

Any protest pursuant to Section 103D-701, HRS, and Section 3-126-3, HAR shall be submitted in writing to DHHL's Procurement Officer.

## **STATE'S GENERAL CONDITIONS**

Nothing in the Special Provisions shall supersede the General Conditions. The Special Provisions shall serve to supplement the General Conditions (AG-008 103D General Conditions).

## **APPROVALS**

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