



**ARCHIVES DIVISION
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES**

RELEASE DATE: JANUARY 2, 2025

**THE STATE OF HAWAII
ARCHIVES DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES**

**Request for Quotes
No. RFQ 25001
FOR
LEASE OF ONE UPFITTED ELECTRIC CARGO
VAN**

OFFERS ARE DUE AT 2:30 P.M. HAWAII STANDARD TIME (HST) ON

January 31, 2025

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE HAWAII STATE EPROCUREMENT SYSTEM (HlePRO)

DIRECT ALL QUESTIONS REGARDING THIS RFQ, QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFQ (INCLUDING THE ATTACHMENTS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFQ, TO:

GINA VERGARA-BAUTISTA
(808) 831-6780, or gina.s.vergara-bautista@hawaii.gov

GENERAL SPECIFICATIONS

The Records Management Branch, Archives Division, Department of Accounting and General Services is soliciting offers for the lease of a Ford E-Transit Cargo van or equal to use on a 24 hour/day, 7 day/week basis for official business use only. The lease for the vehicle shall be a closed-end lease and shall be for the terms specified herein. The vehicle to be leased is specified herein.

The vehicle 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 vehicle.

If requested by the Records Management Branch, Archives Division, DAGS, operator training shall be provided at the pick-up location by a manufacturer's representative. The vehicle shall be completely serviced and in full operational condition upon delivery. The Contractor shall provide a copy of the owner-operator manual and a copy of the maintenance/parts manual at the time the vehicle is delivered.

Accessory 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 workmanship or against all design and manufacturing defects. The Contractor shall replace or repair defective material and/or workmanship at no cost 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.

The warranty period shall begin from the time the vehicle is picked up to the time the vehicle is returned. The warranty documents shall be with the vehicle and shall detail manufacturer's obligation and warranty procedures.

The vehicle offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements.

MINIMUM SPECIFICATIONS

Lease one (1) new electric cargo van.

1. MODEL YEAR:	2024 or later
2. MODEL:	Ford e-Transit 250 regular length with medium roof or equal
3. POWERTRAIN:	Electric motor – 89 KWH enhanced range high voltage battery RWD Single speed transmission Electric Axle
4. CARGO FLOOR HEIGHT:	SRC loading dock is 28.25 inches high. Cargo floor height must allow the use of a lift to wheel cargo from van onto loading dock. (See lift information listed in item #8).
5. INTERIOR:	Dark palazzo gray cloth seats – 2 way manual driver and manual front passenger with airbags Heavy duty scuff plate kit B-pillar assist handle Bulkhead with lockable door with window Heavy duty cargo flooring Back up alarm All-weather floor mats (front) Full rear compartment lighting D-pillar assist handles Cargo ties down hooks Intelligent access with push start
6. EXTERIOR:	16" Steel Wheel with full silver wheel cover Short Arm – Power Adjusting, Power Folding Mirrors – folding heated with turn signals Blind Spot Assist 1.0 Tinted Glass Spare tire and wheel Reverse Sensing system Front sensing system Side Sensing system Enhanced Active Park Assist 360-degree camera with split view and front washer High resolution digital camera Black high-density discharge (HID) Headlamps Front fog lamps Reverse brake assist Running board (passenger door, driver door, and side cargo door) Two additional (4 total) key fobs Wiper activated headlamps
7. EXTERIOR COLOR:	White
8. UPFIT:	Tommy Lift V-2 Series: V2-56-1140 FA49

SPECIAL PROVISIONS

1. SCOPE

The leasing of one (1) Electric Cargo Van for the Records Management Branch, Archives Division, Department of Accounting and General Services on Oahu, shall be in accordance with these Special Provisions, the attached Specifications, and included by reference, the SPO General Provisions dated 11/2016, or as amended, and the AG General Conditions, Form AG-008, as amended.

2. TERM OF LEASE

The term of the lease shall be a closed-end lease for a 36-month period commencing upon pick-up of vehicle. With four (4) contract extension periods of six (6) months.

The State may terminate this contract at any time and shall be responsible for any remaining payments on the 36-month lease.

3. RECEIPT OF DELIVERY

Vehicle will be picked up at dealership on Oahu by the one of the RMB, Archives Division staff on the agreed to date. Contractor shall notify Gina Vergara-Bautista at the RMB, Archives Division, DAGS at 808-831-6780 if there are any unforeseen circumstances or deviations to this arrangement.

4. OFFEROR'S AUTHORITY TO QUOTE

The State will not participate in determinations regarding the Offeror's authority to sell a product. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror shall resolve that question prior to submitting a quote. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the award will be to that Offeror.

5. RESPONSIBILITY OF OFFERORS

Offeror is advised that to be awarded a contract under this solicitation, Offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

- A. Chapter 237, General Excise Tax Law;
- B. Chapter 383, Hawaii Employment Security Law;
- C. Chapter 386, Workers' Compensation Law;
- D. Chapter 392, Temporary Disability Insurance;
- E. Chapter 393, Prepaid Health Care Act; and
- F. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

5.1 Vendor Compliance - Hawai'i Compliance Express (HCE). Vendors may choose to use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Timely Registration on HCE. Vendors/contractors/service providers intending to use the HCE to demonstrate compliance are advised to register with HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

Verification of Compliance on HCE. The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

5.2 Vendor Compliance – Paper Documents. Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Offeror.

HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the 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.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 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. A photocopy of the certificate is acceptable to the SPO.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>

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 (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

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

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

Timely Registration. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible may not receive the award.

Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

6. ELECTRONIC PROCUREMENT

The State established the HlePRO to electronically solicit and receive offers for procurements. Offerors interested in responding to this electronic solicitation must be registered on the HlePRO to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov>, click on HlePRO, then click on the link to sign up and create an account.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5,000 for the award. This transaction fee shall be based on the initial award amount or estimated amount, and Vendor shall be responsible for payment of the fee to Tyler Hawaii, the vendor administering HlePRO. Refer to "Section 12, Payment to Tyler Hawaii."

7. QUOTE PREPARATION

- 7.1 **Offer Form, 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 in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of bid on HlePRO, but shall be required upon Notice of Award. The submission of the bid on HlePRO shall indicate Offeror's intent to be bound.

- 7.2 **Quotation.** Unit prices shall be based on "pick-up from dealership on Oahu" and include the following pricing inclusions and conditions:

- A. Unit prices shall be firm;
- B. Include all applicable taxes, including the GET, currently 4.5% for all sales made on Oahu. The GET shall not exceed the current rate for Oahu;
- C. Include all other costs including, but not limited to, travel, materials, transportation, mileage, instructional training in the use of the vehicle and its equipment, if requested, and delivery of the materials to the pick-up location specified on the appropriate Offer Form, OF-2; and
- D. Submit prices in terms of the unit shown on Offer Form, OF-3.

Offeror is advised that unit bid prices are all-inclusive; and that no other charges will be honored, except as specified herein.

- 7.3 **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

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.

- 7.4 **Federal I.D. Number and Hawaii General Excise Tax License I.D. Number.** Offeror shall submit its current Federal I.D. No. and Hawaii GET License I.D. No. in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and will pay such taxes on all sales made to the State.

8. SUBMISSION OF OFFER

Offers shall be received electronically through the HlePRO. Offers received outside of the HlePRO shall not be considered for award.

9. AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror offering the lowest quote (Lease Inception + Lease + Inspection fee upon vehicle return) for Item No. 1.

10. CONTRACT EXECUTION

The successful Offeror will receive a Notice of Award. This method of award does not waive compliance with the Specifications, Special Provisions, SPO General Provisions, and AG General Conditions of the RFQ.

11. INVOICING AND PAYMENT

The **State's purchasing card (pCard)** may be used for monthly lease payments. The agency shall have the option to make payment via purchase order.

Invoices shall be sent to:

Records Management Branch
Archives Division, DAGS
729B Kakoi Street
Honolulu, Hawaii 96819

If payment will be made to a third party, Offeror shall indicate exact legal name and provide requested third party information in the appropriate space on Offer Form, page OF-2. Failure to do so may delay proper execution of the contract.

Third party providers will be required to be compliant with all laws governing entities doing business in the State of including the following chapter and pursuant to HRS §103D-310(c). Third party providers should register with Hawaii Compliance Express (HCE) or make sure appropriate paper documents are available. Refer to section 5, "Responsibility of Offerors."

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

12. PAYMENT TO TYLER HAWAII

HlePRO is administered by Tyler Hawaii. Tyler Hawaii shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with Tyler Hawaii. To receive the credit, the vendor must make a request to Tyler Hawaii for a credit.

13. OFFEROR'S QUALIFICATIONS

13.1 State License. Chapter 437, 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 Offer Form.

13.2 Service Facility. At the time of offer, Offeror shall have an established place of business on Oahu, as provided on appropriate Offer Form, page OF-3, with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles offered.

Failure on the part of the Offeror to meet this requirement shall result in rejection of offer.

14. BRAND NAME(S) AND MODEL NUMBER(S)

The Offeror shall identify on the appropriate Offer Form page(s) the exact manufacturer name(s) and product model number(s), order number(s) or other identifier(s) of the vehicle and its components offeror proposes to furnish. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of offer. If any of the called for elements or product information are missing from the Offeror's offer, the State will not be able to determine from the information given whether the product is acceptable or not.

No Offeror will be allowed to alter, change and/or revise the product identification after opening. This is to ensure 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.

Any alteration(s) or modification(s) made to the model(s) offered shall be identified by the Offeror. Offeror shall ensure that full product warranty/guarantee shall apply to altered or modified model(s).

15. BROCHURES AND/OR SPECIFICATIONS LITERATURE

The burden of proof as to the quality and suitability of the vehicle offered to the specifications stated herein is on the Offeror. Accordingly, Offeror shall submit brochures and/or specifications literature verifying that the vehicle offered conforms to the specifications. When requested, Offeror shall at his own expense, within two (2) business days from date of State's request, furnish any additional information necessary or relating thereto, and/or exact sample of the vehicle being considered for award. The State will be the sole judge as to the comparative quality and suitability of the vehicle offered and its decision will be final.

16. QUALITY OF VEHICLE

The vehicle furnished under these specifications shall be new and of the best quality of its respective kind. The vehicle shall be free from defects that may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

The vehicle offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the vehicle.

Failure to replace any rejected vehicle shall not relieve the Contractor from the responsibility imposed upon him by the contract.

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

The State may, at any time by written order, stop any work or delivery of specific products 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.

17. WARRANTY

The vehicle furnished shall be fully guaranteed for the term of the contract, including any extension periods. The warranty period shall begin from the date the vehicle is received. The warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. The Contractor shall replace or repair defective material and/or workmanship at no cost 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.

All of the Contractor's or manufacturer's usual warranties shall become a part of the contract, except that the terms and conditions of the contract shall prevail in cases of conflict.

18. CERTIFICATES REQUIRED

The following items shall be submitted upon the vehicle's pick-up from its specified dealership location herein:

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g., vehicles with post-factory modifications or alterations). The certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The Contractor shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the County where the vehicle is delivered.

The Contractor shall provide State of Hawaii license plates.