

## GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

- a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.
- b. Manufacturer's standard warranty of 36 months or 36,000 miles from the date the vehicle is placed in service whichever occurs first. Full coverage shall include cost 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. Shall include extended vehicle warranty.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual at the time vehicle is delivered.
- d. 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.
- e. Vehicle shall be completely serviced and in full operational condition upon delivery to 480 Makapuu Ave., Honolulu, HI 96816.
- f. 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 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 of one (1) year or for the period guaranteed by the manufacturer, which ever is longer except for after market rust proofing which will be for a minimum five (5) years, unlimited mileage requirement warranty. 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 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.
- g. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.

## Detailed Specifications – Item 1

Request: One (1) 2026 4 x 4 SD Regular Cab 169" WB DRW

### Large Dump Truck Specifications for Maui

#### Major Equipment

19.5 x 6-inch front and dual rear argent steel wheels  
Front tires LT load rating: G  
PTO transmission provision  
Transmission electronic control  
Stainless steel single exhaust  
Battery rating: 750CCA  
Battery run down protection  
Engine retarder system  
Steering wheel mounted audio controls  
AM/FM stereo radio  
Seek scan  
Vehicle body length: 254.8"  
Cab to axle: 84.0"  
Axle capacity rear: 14,706 lbs.  
Axle capacity front: 7,000 lbs.  
Firm ride suspension  
Power door mirrors  
Manual folding door mirrors  
Daytime running lights  
Variable intermittent front windshield wipers  
LT225/70RS19.5 AS BSW front and rear tires  
Overdrive transmission  
Lock-up transmission  
Alternator Amps: 250A  
Driveline managed traction control  
Dual lead acid battery  
Fuel tank capacity: 40.00 gal.  
Auxiliary power take-off  
8-inch primary display  
AM/FM  
SYNC 4 external memory control  
Wheelbase: 169.0"  
Axle to end of frame: 47.2"  
Tire/wheel capacity rear: 15,000 lbs.  
Spring rating front: 7,000 lbs.  
Trip computer  
Heated driver and passenger side door mirrors  
DRL preference setting  
Light tinted windows

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Manual climate control  
GVWR: 19,550 lb. Payload Plus Upgrade Package 2  
Spare Tire & Wheel  
6-Ton Hydraulic Jack  
Extra Heavy-Service Suspension Package  
Low Deflection Spacers  
Transfer Case Skid Plates  
Rear View Camera & Prep Kit  
Trailer Brake Controller  
Exterior Backup Alarm (Pre-Installed)  
Front License Plate Bracket  
Automated Emergency Braking (AEB) Removal Vehicle Integration System 2.0  
Cabin Filter  
Brake Assist  
Pre-Collision Assist with Auto Emergency Braking  
Vehicle Security System  
Vehicle Immobilizer System  
Auto Steering Wheel Controls  
Delay-off Headlights  
330HP generates 950ft-lb Torque  
10Speed Auto/Manual Transmission  
Compacted Graphite V-8 Engine Iron Block  
15-HD Alternator

### **Selected Equip & Specs**

#### **Dimensions**

• Conventional Capacity: 18,500 lbs. \* GCWR: 43,000 lbs. \* Fifth-wheel towing capacity: 33,700 lbs. \* Gooseneck towing capacity: 33,800 lbs. • Front brake diameter: 15.4" • Rear brake diameter: 15.8" • Vehicle body length: 254.8" • Vehicle body width: 80.0" • Vehicle body height: 82.4" • Wheelbase: 169.0" • Vehicle turning radius: 24.2' • Front track: 74.8" • Rear track: 74.0" • Cab to axle: 84.0" • Rear tire outside width: 93.9" • Axle to end of frame: 47.2" • Frame section modulus: 12.7 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail width: 34.2" • Front bumper to front axle: 38.3" • Front bumper to back of cab: 123.7" • Interior rear cargo volume: 11.6 cu.ft. • Max interior rear cargo volume: 11.6 cu.ft. • Total passenger volume: 64.6 cu.ft. • Headroom first-row: 40.8" • Leg room first-row: 43.9" • Shoulder room first-row: 66.7" • Hip room first-row: 62.5"

## **Powertrain**

\* Compression ignition system \* Carbon Fiber Steel Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP • Engine cylinders: V-8 \* Horsepower: 330 HP@2200 RPM \* Torque: 950 lb.-ft.@1800 RPM • Radiator \* Engine retarder system • Auxiliary power take-off • 10-speed automatic • Part-time 4WD • Four-wheel drive • Two-Speed Transfer Case \* Recommended fuel: diesel • Driveline managed traction control • Electronic transfer case shift \* Mechanical limited slip differential • Auto locking hub control

## **Fuel Economy and Emissions**

\* Diesel secondary fuel type • Federal emissions

## **Suspension and Handling**

Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

## **Drivability**

4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs \* Rigid axle rear suspension • Rear anti-roll bar • Leaf Spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

## **Body Exterior**

Trailer wiring harness • 2 doors • Monotone paint • Black fender flares • Black side window trim • Black door handles • Black windshield trim • Black front bumper • 2 front tow hooks • Black front bumper rub strip • Black grille • Convex spotter in driver and passenger side door mirrors • Manual extendable trailer mirrors • Turn signal indicator in door mirrors • Black door mirrors • LT225/70RS19.5 AS BSW front and rear tires • 19.5 x 6-inch front and dual rear argent steel wheels

## **Convenience**

•Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Fixed rear windshield • Front beverage holders • Locking glove box • 6 beverage holders • Instrument panel covered bin • Dashboard storage • Retained accessory power • Trip computer • Upfitter switches • Over the air updates • PRND in IP

## **Comfort**

Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering

## **Seats and Trim**

Seating capacity: 3 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Manual driver seat lumbar • Vinyl front seat upholstery

## **Entertainment Features**

2 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Standard grade speakers • Speakers number: 4 • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Fixed audio antenna

## **Lighting, Visibility and Instrumentation**

Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • Digital clock • Compass • Exterior temperature display • Driver information center • Tachometer • Engine/electric motor temperature gauge \* Turbo/supercharger boost gauge • Transmission fluid temperature gauge • Engine hour meter \* Diesel exhaust fluid (def) gauge • Gauge cluster display size (inches): 4.20 • Light tinted windows • Reflector headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Remote activated perimeter approach lighting • Fade interior courtesy lights

## **Technology and Telematics**

SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • Smart device wireless mirroring • Ford App mobile app access • 5G Modem - Ford Connectivity Package mobile hotspot internet access • 2 USB ports

## **Safety and Security**

Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Ford Security Package (1-year included with activation) security system • Remote panic alarm \* Rear mounted camera \* Back-up alarm

## **Dimensions**

### **General Weights**

Curb weight = 7,686 lbs.

GVWR = 19,550 lbs.

Rear curb weight = 3,063 lbs.

Payload = 11,660 lbs.

### **Trailer Weights**

Fifth-wheel towing capacity = 33,700 lbs.

Conventional capacity = 18,500 lbs.

Gooseneck towing capacity = 33,800 lbs.

GCWR = 43,000 lbs.

### **Front Weights**

Front curb weight = 4,623 lbs.

Axle capacity front = 7,000 lbs.

Tire/wheel capacity front = 7,500 lbs.

GAWR front = 7,000 lbs.

Spring rating front = 7,000 lbs.

### **Rear Weights**

GAWR rear = 14,706 lbs.

Spring rating rear = 14,706 lbs.

Axle capacity rear = 4,706 lbs.

Tire/wheel capacity rear = 15,000 lbs.

### **Off Road**

Min ground clearance = 8.6"

### **Exterior Measurements**

Vehicle body length - 254.8"

Vehicle body height - 82.4"

Front brake diameter - 15.4"

Rear frame height loaded - 28.6"

Front track - 74.8"

Vehicle turning radius - 24.2'

Rear tire outside width - 93.9"

Frame section modulus - 12.7 cu.in.

Frame rail width - 34.2"

Front bumper to back of cab - 123.7"

Vehicle body width - 80.0"

Wheelbase - 169.0"

Rear brake diameter - 15.8"

Rear frame height unloaded - 34.5"

Continued

Rear track - 74.0"  
Cab to axle - 84.0"  
Axle to end of frame - 47.2"  
Frame yield strength (psi) - 50000.0  
Front bumper to front axle - 38.3"

### **Interior Measurements**

Interior rear cargo volume - 11.6 cu.ft.  
Max interior rear cargo volume - 11.6 cu.ft.

### **Interior Volume**

Total passenger volume - 64.6 cu.ft.

### **Headroom**

Headroom first-row - 40.8"

### **Legroom**

Leg room first-row - 43.9"  
Shoulder Room  
Shoulder room first-row - 66.7"

### **Hip Room**

Hip room first-row - 62.5"

### **Engine**

Engine Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP  
Ignition - Compression ignition system  
Engine cylinders - V-8  
Valves per cylinder - 4  
Engine block material - Iron engine block  
Engine location - Front mounted engine  
Engine mounting direction - Longitudinal mounted  
Engine Cylinder head material - Aluminum cylinder head

### **Engine Specs**

Displacement - 6.7L  
Bore - 3.9"  
Compression ratio - 15.2  
CC - 405.9 cu.in.

**SPECIAL PROVISIONS**

**SP-7**

Continued

Stroke - 4.25"  
SAEJ1349 - AUG2004 compliant

### **Engine Power**

Horsepower - 330 HP@2200 RPM  
Torque - 950 lb.-ft.@1800 RPM  
Alternator  
Alternator amps - 250A  
Alternator type - Heavy-duty alternator

### **Battery**

Battery amps - 68Ah  
Battery rating - 750CCA  
Battery type - Dual lead acid battery  
Battery run down protection - Battery run down  
Engine Extras  
Radiator  
Auxiliary power take-off  
Engine retarder - Engine retarder system

### **Transmission**

Transmission - 10-speed automatic  
Overdrive transmission - Overdrive transmission  
First gear ratio - 4.615  
Third gear ratio - 2.132  
Fifth gear ratio - 1.519  
Reverse gear ratio - 4.695  
Eighth gear ratio - 0.851  
Tenth gear ratio - 0.632  
Selectable mode transmission - Selectable mode  
Transmission electronic control – Transmission  
Lock-up transmission - Lock-up transmission  
Second gear ratio - 2.919  
Fourth gear ratio - 1.773  
Sixth gear ratio - 1.277  
Seventh gear ratio - 1  
Ninth gear ratio - 0.687  
Stall ratio - 1.97  
Sequential shift control - SelectShift Sequential shift

## Chassis Specifications

11', MTE D-series, mild steel, 4-5 yd capacity, folding side, dump body  
50,000 psi yield strength steel construction  
Heavy duty front bulkhead with tapered laser cut window & integral 12" tapered cab shield (GM medium-duty body to have full-width square cab shield in lieu of tapered or equal)  
Internal dirt shedding top rails & tailgate  
Western-style understructure with 10 gauge long-members  
Single-lever release, quick drop tailgate  
L.E.D. FMVSS108 lights & reflectors  
Rubber rear flaps  
Undercoated & 100% durable powder coated  
Double-acting electric sub-frame hoist (champion)  
2-1/2" receiver in 1/2" plate  
1800 tongue capacity/ 18,000 towing capacity  
Trailer receptacle  
Install factory backup camera - greater than 10,000 GVW (must come from factory loose - does not cover camera that was removed by customer & sent loose)  
Aftermarket backup alarm  
Connect backup alarm to upfitter switch  
Electric 20 amp on/off switch  
Side boards  
Us tarp: pull-style spring return tarp system  
De-rate chassis to 18k  
RC 48x18x18 mild steel underbody toolbox w/ stainless steel t-handle & 3-point latch system, black, textured  
Curbside  
Aftermarket Rust Proof & Undercoating

## SPECIAL PROVISIONS

### TERMS AND ACRONYMS USED HEREIN

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.
CA	=	Contract Administrator
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
IFB	=	Invitation for Bids
Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.

### SCOPE

The furnishing and delivering of ONE (1) Pickup truck for the Department of Land and Natural Resources, Div. of State Parks shall be in accordance with these Special Provisions, the attached Specifications, and the AG's General conditions, AG-008 Rev. 4/15/2009, attached hereto.

### CONTRACT ADMINISTRATOR (CA)

For the purposes of this contract, Les Jeremiah, District Superintendent; Oahu is the designated CA, he can be reached at (808) 281-0189.

### OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an 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 bid. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered for the item number, a contract will be awarded to that Offeror.

### OFFEROR'S QUALIFICATIONS

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

If the Offeror does not have a facility on the island where the vehicle will be delivered, Offeror shall arrange with a company on the island to provide the State with repair services and shall furnish the name and address of this facility in the space provided on the Offer Form. 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 bid.

**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.

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, 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).

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

## **BID PREPARATION**

**Offer Form – Attachment 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, Attachment 1. Failure to do so may delay proper execution of the contract.

**Bid Quotation.** Unit bid price shall include all applicable taxes (including the Hawaii GET), labor, materials, parts, freight and transportation charges, and any cost incurred to deliver the required vehicle(s) to the destination(s) specified herein. The unit bid price shall include any instructional training in the use of the vehicle and its equipment. Offeror need not bid on all types of vehicles listed.

**Offer Guaranty.** A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

**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 rate and the applicable use tax at the current rate. 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.

## **BRAND NAME(S) AND MODEL NUMBER(S)**

Offeror shall identify on the appropriate Offer Form page(s) the exact brand(s) or manufacturer name(s) and product model number(s), order number(s) or other identifier(s) of the vehicle and its components he proposes to furnish. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. 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 change product identification after bid 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).

**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. If requested, Offeror shall at his own expense, within five (5) business working 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.

## **AWARD OF CONTRACT**

**Method of Award.** Award, if any, shall be to the responsive, responsible Offeror(s) submitting the lowest Total Bid Price.

**Compliance with 103D-310 (c) HRS.** As conditions for award of the contract and as proof of compliance with the requirements of 103D-310 (c) HRS, the apparent low bidder shall be registered with the Hawaii Compliance Express. Bidders may apply and register at the "Hawaii Compliance Express" website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>.

## **TIE BIDS**

Should the low bids from responsive, responsible offerors be identical in price, award, if any, will be determined as follows:

1. Preference will first be given to the offeror whose business location is on the same island as the user agency's delivery destination.
2. If there are more than one tied offeror on the same island as the user agency's destination, then award, if any, will be determined by drawing lots.
3. If there are ties and offerors are not on the same island as the user agency's delivery destination, then award, if any, will be determined by drawing lots.

## **EXECUTION OF CONTRACT**

No performance or payment bond shall be required for this contract.

A Purchase Order will be issued in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and AG's General Conditions in the solicitation. 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 purchase order.

## **QUALITY OF VEHICLE**

Vehicle furnished under these specifications shall be new, the best quality of its respective kind. 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.

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 items shall not relieve 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.

## **WARRANTY**

Vehicle furnished shall be fully guaranteed by the Contractor for a minimum period of three (3) years or 36,000 miles or as warranted by the manufacturer, whichever is longer, following acceptance of proper operation on parts and labor against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date vehicle is accepted and placed in service. Warranty documents shall be delivered with vehicle and shall detail manufacturer's obligation and warranty procedures. 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. Shall include extended vehicle warranty.

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.

## **DELIVERY**

Contractor shall furnish and deliver the vehicle specified herein within 150 calendar days of the official start date on the Notice to Proceed. The vehicles shall be delivered to the agency specified on the attached specifications.

Prior to shipment, the contractor shall contact the appropriate agency to coordinate the delivery arrangements.

## **CERTIFICATES REQUIRED**

The following items shall be submitted upon the vehicle's delivery to its specified 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. Notarized Certificate of Bill of Sale
- e. 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 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. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

## **DELIVERY EXTENSION**

Contractor shall complete delivery within the time specified in the contract. If the Contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for the delay provided he notifies the Procurement Officer, Les Jeremiah at 480 Makapuu Avenue, Honolulu, Hawaii 96816

Due to reason(s) beyond the control of the Contractor as a cause for delay for which the Contractor shall not be deemed to be in default. The Procurement Officer shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

## **INVOICING**

Contractor shall submit original and three copies of the invoice to the address listed on the purchase order.

Invoices should reference the purchase order number.

A "Certificate of Compliance" issued by the Hawaii Compliance Express shall accompany the final invoice of the purchase order.

## **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 purchase order, which requires payment within a shorter period or interest payment not in conformance with statute.

## **PROTEST**

A 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; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that 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 §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chairperson, DLNR, 1151 Punchbowl St, Honolulu, Hawaii 96813

**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.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this purchase order, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR, and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

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