

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 2 years or 200 hours 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, whichever is longer. 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: Three (3) 4X4 Utility Vehicle – 2-Seater

Item #2: One (1) 4X4 Utility Vehicle – 4-Seater

Specifications

Engine:

20HP 4WD Kubota Diesel Engine
Displacement: 719cc or Equivalent

Transmission:

Wide Ratio Continuously Variable Transmission

Front/Rear Differential:

4-Wheel Drive

Brakes:

4 Wheel Hydraulic Disc

Cargo Box:

Cargo Box Capacity: 1050 lbs.
Aluminum Cargo Box
Electric Powered Bed Lift

Frame:

Aluminum Frame - 6061 Aircraft Grade

Suspension:

Heavy Duty Suspension - Rear suspension - semi-independent with 4-link solid axle

Other specifications:

Electric Powered Bed Lift
Canopy Mounted Strobe Light
Split Fold Down Windshield
Dark Gray Body Color
Black Bench Seat
Rear Differential Rock Guard
Deluxe Light Package- Rear tail-lights, brake lights, turn signals, horn.
Heavy-Duty Front Receiver Hitch Kit
5 Panel Rear View Mirror
OEM Clear Hinged Windshield Kit
Top ROPS Assembly
AWD ROPS Kit
Black Canopy Top Kit
Exterior Mirror Kit
Multi-Tool Holder Kit

Warranty:

2 year/2,000 hour

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

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| 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 four (4) Utility Vehicles 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 for 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 two years (2) years or 2000 hours 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.

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.