

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

SPECIAL PROVISIONS, SPECIFICATIONS,
PROPOSAL AND CONTRACT
FOR
FURNISHING AND DELIVERING OF MOTOR VEHICLES
FOR VARIOUS NON-PROFIT AND COUNTY
AGENCIES STATEWIDE

FEDERAL-AID PROJECT NO. STP-5310-26A

JULY 2026

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **FURNISHING AND DELIVERING OF MOTOR VEHICLES FOR VARIOUS NON-PROFIT AND COUNTY AGENCIES STATEWIDE, FEDERAL-AID PROJECT NO. STP-5310-26A**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration:
<https://hiepro.ehawaii.gov/welcome.html>.

The solicitation, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE AND TIME is August 24, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of FURNISHING AND DELIVERING OF MOTOR VEHICLES FOR VARIOUS NON-PROFIT AND COUNTY AGENCIES STATEWIDE.

A virtual pre-bid conference is scheduled for July 30, 2026, at 2:00 p.m., HST. Interested bidders shall contact Robert Bondoc, Project Manager, directly at robert.a.bondoc@hawaii.gov, no later than three calendar days prior to the scheduled pre-bid conference to receive the meeting

invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than August 3, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation”, Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

Disadvantaged Business Enterprise (DBE). The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs", Title 49, CFR, Part 26, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall enforce compliance with the applicable requirements of the Disadvantaged Business Enterprise program with respect to this project.

Bidders shall read the following included in the solicitation:

1. “CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS
ENTERPRISE SPECIAL PROVISIONS”

For additional information, contact Robert Bondoc, Project Manager, by phone at 808-831-7980, or by email at robert.a.bondoc@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals in the best interest of the public.



TAMMY L. LEE
Deputy Director of Transportation for Administration

HIePRO RELEASE DATE: July 24, 2026

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

FEDERAL TRANSIT ADMINISTRATION
FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification

to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services

regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsive 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party

Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part

with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. Â§ 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where

contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317-200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. Â§ 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b)The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also

pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

The contractor certifies that it:

- Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date ____/____/____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date ____/____/____

Name and Title of Contractor's Authorized Official: _____

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date of Signature: _____ / _____ / _____

PRE-AWARD BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, _____ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A), (2)(B), or (2)(D), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, _____ (the recipient)

certifies that it received, at the pre-award stage, a copy of

_____ 's (the manufacturer) self-certification

information stating that the vehicles, _____

(number and description of vehicles), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart D,; _____ (the recipient)

certifies that it received at the pre-award stage, a statement from

_____ (the manufacturer) indicating

that the vehicles, _____

(number and description of vehicles), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) certifies that the vehicles to be purchased, _____ (number and description of vehicles) from , _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11

Date : _____

Signature: _____

Company : _____

Print Name: _____

Title : _____

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date : _____

Signature: _____

Company: _____

Print Name: _____

Title : _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____ / ____ / ____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____ Date ____/____/____

POST-DELIVERY BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that it is satisfied that the vehicles received, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that there is a letter from FTA which grants a waiver to the vehicles received, _____ (manufacturer, number and description of vehicles) from the Buy America requirements under 49 U.S.C. 5323(j), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received, at the post-delivery stage, a copy of _____'s the (manufacturer) self-certification information stating that the vehicles, _____ (number and description of vehicles), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received at the pre-award stage, a statement from , _____'s (the manufacturer) indicating that the vehicles _____ (number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that a resident inspector, _____ (the resident inspector – not an agent or employee of the manufacturer), was at _____'s (the manufacturer), manufacturing site during the period of manufacture of the vehicles, _____ (number and description of the vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles and provided accurate records of all vehicle construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and performance testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, _____ (the recipient) certifies that the vehicles, _____ (number and description of vehicles) from _____ (the manufacturer), meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

DBE COMPLIANCE

CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS

I. GENERAL

This project is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs," hereinafter referred to as the "DBE Regulations" and is incorporated and made a part of this contract herein by this reference, as revised by the United States Department of Transportation's (USDOT) DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR). The following shall be incorporated as part of the contract documents for compliance. If any requirements herein conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.

II. POLICY

The Hawai'i Department of Transportation's (HDOT) and its political subdivision's Disadvantaged Business Enterprise (DBE) program will operate in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service.

Bidders/offerors, subcontractors, consultants, vendors, suppliers, distributors, manufacturers, trucking companies, service providers, etc. shall fully inform themselves with respect to the requirements of the DBE Regulations.

HDOT's DBE program remains in effect pursuant to 49 CFR Parts 23 and 26. However, consistent with the USDOT's IFR effective October 3, 2025, HDOT has suspended race-conscious measures including DBE contract goals, counting of DBE participation, and associated special provisions, pending the completion of HDOT's DBE certification reevaluation. Where indicated, HDOT reserves the right to reinstate or amend DBE special provisions at a later date, subject to approval by the appropriate USDOT operating administration.

HDOT reserves the right to reimplement, revise, or otherwise modify any reserved provisions, in whole or in part, following its reevaluation period or upon receipt of additional federal guidance. Upon such reimplementation, contractors will be notified in writing and shall comply with the updated requirements as directed by HDOT.

III. NON-DISCRIMINATION POLICY

Each contract signed with a prime contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26, as revised by the

DBE IFR, in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.”

The prime contractor agrees to include the above statements in any subsequent contracts that it enters into with other contractors and shall require those contractors to include similar statements in further agreements.

- IV. **BIDDER/OFFEROR RESPONSIBILITIES (RESERVED)**
- V. **PROPOSAL REQUIREMENTS (RESERVED)**
- VI. **COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL (RESERVED)**
- VII. **USE OF JOINT CHECKS UNDER THE DBE PROGRAM (RESERVED)**
- VIII. **DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD (RESERVED)**
- IX. **ADMINISTRATIVE RECONSIDERATION (RESERVED)**
- X. **AWARD OF CONTRACT (RESERVED)**
- XI. **REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL (RESERVED)**
- XII. **CONTRACT COMPLIANCE**

This contract is subject to contract compliance tracking, and the prime contractor and all subcontractors are required to report payments electronically in the HDOT online Vendor Management System (hereafter referred to as “online tracking system”.) The prime contractor shall report the date payment was made by HDOT and shall report payment to all subcontractors for the audit period. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the online tracking system on a regular basis to manage contact information and contract records.

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online

tracking system is web-based and can be accessed at the following internet address:
<https://hdot.dbesystem.com/>.

XIII. PAYMENT

- A. HDOT will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. HDOT will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within 10 calendar days after receipt of any progress payments from HDOT. This clause applies to all subcontractors, and all tiers of subcontracts. As per HRS § 103-10.5 Prompt payment, the contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in HDOT's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.

Subcontractors, including lower tier subcontractors and/or suppliers will confirm the timeliness and the payment amounts received utilizing the online tracking system. Discrepancies will be investigated by the DBE Program Office and the project engineer. Payments to the subcontractors, including lower tier subcontractors, and including retainage released after the subcontractor or lower tier subcontractor's work has been completed to HDOT's satisfaction, will be reported by the Contractor or the subcontractor.

- C. When any subcontractor has satisfactorily completed its work as specified in the subcontract, and there are no bona fide disputes, the contractor shall make prompt and full payment to the subcontractor of all monies due, including retainage, within 10 calendar days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented, as required by HDOT. The contractor must obtain the prior written approval from HDOT before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies all subcontractors, and all tiers of subcontracts.

XIV. RECORDS

The contractor shall maintain and keep all records necessary for HDOT to determine compliance with the contractor's compliance obligations. The records shall be available at reasonable times and places for inspection by HDOT and appropriate Federal agencies.

The records to be kept by the contractor shall include:

1. The names, address, phone number, and contact person of consultants, subcontractors, manufacturers, suppliers, distributors, truckers and vendors;
2. The nature of work of each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor;
3. The dollar amount contracted with each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XV. FAILURE TO COMPLY WITH STATED REQUIREMENTS

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. All contractors, subcontractors, manufacturers, suppliers, and distributors are hereby advised that failure to carry out all requirements specified herein shall constitute a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by HDOT including but not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

- A. SECTION 1 - DEFINITION AND TERMS is amended by deleting “1.33 Subcontractor” in its entirety and replacing it with the following:

1.33 SUBCONTRACTOR – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.

SECTION 1 - DEFINITION AND TERMS is amended by adding the following:

1.39 MAINTENANCE - The regular and preventative service of the vehicle or equipment after acceptance to provide for the safe operations of the vehicle or equipment as specified in the contract.

1.40 HAWAII ePROCUREMENT SYSTEM (HlePRO) – The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

1.41 REPAIR - The unscheduled service of the vehicle or equipment after acceptance to provide for the safe operations of the vehicle or equipment as specified in the contract.

1.42 SERVICE LIFE - The length of time and mileage the motor vehicle is in service.

1.43 NEW VEHICLE - As it applies to this specification, is a vehicle which has never been owned except by a manufacturer, distributor or dealer AND has never been registered AND meets the mileage requirement in the context in which it is used.

- B. SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS is amended by the following:

1. 2.3 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

“2.3 DELIVERY OF PROPOSALS – Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with

the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

2. 2.4 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

“2.4 WITHDRAWAL OF PROPOSALS – Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HlePRO prior to the bid opening date and time.

3. 2.5 PUBLIC OPENING OF PROPOSALS is not applicable.

- C. SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS is amended by adding the following:

“2.10 - BIDDER QUALIFICATION

Service Facility – At the time of bidding, bidder shall have an established place of commercial business with a reasonable inventory of replacement parts and commercial shop facility for the repair and servicing of vehicle/trailer/utility tractor/equipment offered. Such facility shall be located on the island where required item will be delivered, as indicated in the Delivery Schedule.

If the bidder does not have such a facility on the designated island, it shall arrange with a company on that island to make available to the State a commercial facility for the repair and service of vehicle/trailer/utility tractor/equipment offered. Bidders shall furnish the name and address of their warranty facility in their bid. Failure on the part of the bidder to furnish the requested information in the proposal shall result in a rejection of the bid.

For the Island of Molokai and Lanai the designated service facility on the Island of Maui will be accepted. This service shall be provided at no additional transportation costs to the State within the warranty period.

The State reserves the right to inspect bidder’s repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet the requirements of the Service Facility shall result in rejection of bid.”

- D. SECTION 3.1 - AWARD OF CONTRACT is amended by adding the following:

“Bidder may bid on any Vehicle Type in this proposal, and the awarding of contract(s) shall be made to the responsive and responsible bidder(s) submitting the lowest qualified total bid price per Vehicle Type. If a bidder is determined the lowest responsive and responsible bidder for multiple Vehicle Types, one combined contract will be awarded.

The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.”

- E. SECTION 3 - AWARD AND EXECUTION OF CONTRACT is amended by adding the following:

“3.5 FEDERAL PARTICIPATION - The Contractor's attention is directed to the fact that pursuant to the provisions of the Act of Congress known as the Fixing America's Surface Transportation (FAST) Act, the United States Government may pay a portion of the cost of this project. The above Act of Congress provides that the procurement in each State shall be done in accordance with applicable State and Federal rules and regulations pursuant to said Act. The procurement process, therefore, will be subject to such inspection by the Federal Transit Administration or its representative as may be deemed necessary to meet with the above requirements when Federal Funds are used, but such inspection will in no case make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder.”

- F. SECTION 4.1 –WORK TO BE DONE is amended by adding the following:

“Within ten (10) calendar days of official commencement date of Notice to Proceed, the Contractor shall submit to the Statewide Transportation Planning Office the following:

1) a written confirmation of the order(s) placed with the factory for each item awarded and 2) a production schedule including tentative manufacture start and completion dates. Requests for extension time will **NOT** be considered unless both documents are furnished within the time limits specified.”

- G. SECTION 4.4 – CHANGES AND CLAIMS FOR ADJUSTMENT is amended by adding the following paragraph to section 4.4 subsection B Adjustments of price or time for performance:

“If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified, the Contractor shall, within 10 days from the first day of notification from the manufacturer or supplier of any delay and prior to the expiration of the contract time, make a written request to the Director for an extension of time setting forth therein the reasons which the Contractor believes will justify the granting of its request.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Director finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Director may extend the time for completion in such extension as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Extension of time shall be considered only with written notice prior to delivery deadline. Written notice requesting extension will not be considered without a copy of the factory order, factory confirmation of order and without documents substantiating that the cause(s) for delay is, in fact, beyond the control of the Contractor. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether an extension will be granted."

H. SECTION 4.5 – PRICE ADJUSTMENT is amended by adding the following:

"If the Contractor finds it impossible for reasons beyond its control to complete the work without an adjustment to the contract price for a bid item, the contractor shall, within 10 days from the first day of notification from the manufacturer or supplier that the price established at the time of bid is no longer feasible, make a written request to the Director for an adjustment to the contract price, setting forth therein the reasons which the Contractor believes will justify the granting of its request.

Written documentation from the manufacturer or supplier must be provided to quantify and justify the change in price and documentation that the change in price was unknown to the Contractor at the time of bid must also be provided. The burden of proof to provide such documentation shall be upon the bidder or Contractor and bidder or Contractor shall furnish all other information necessary or related thereto as required by the Director. The Director shall be the sole judge as to whether the price adjustment is allowable, and the Director's decisions shall be final."

I. 6.2 TRADE NAMES AND ALTERNATES is amended as follows:

1. The first paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

"A. QUALIFICATION BEFORE BID OPENING - When the specifications specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HlePRO under the "Question and Answer" tab. Supporting documents for specific request shall be emailed to the Project

Manager specified in the Notice to Bidders. Request must be posted in HlePRO and supporting documents received by the Project Manager no later than twenty (20) calendar days before the bid opening date.”

2. The first sentence of the second paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

- J. SECTION 8.2 - LIQUIDATED DAMAGES is amended by adding the following:

“As stated in Section 10, delivery extension shall be considered only with written notice prior to delivery deadline. Written notice requesting extension will not be considered without a copy of the factory order, factory confirmation of order and without documents substantiating that the cause(s) for delay is, in fact, beyond the control of the Contractor. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether an extension will be granted.”

- K. SECTION 9.2 - PROGRESS PAYMENTS is amended by deleting the section in its entirety and replacing it with the following:

“SECTION 9.2 - PROGRESS PAYMENTS For each vehicle furnished, delivered and accepted a progress payment may be made to the Contractor, provided the requirements of these specifications have been satisfactorily met. Five percent (5%) of the amount of each progress payment shall be retained by the Department until the final acceptance of work.

Progress payments for each vehicle furnished, delivered and accepted the Contractor shall forward an original and one copy of the invoice. Each invoice shall contain the following:

- A. Vendor's name, address and phone number.
- B. Contract No.
- C. Contract Vehicle No.
- D. Name of the Non-profit Organization or County Agency the vehicle(s) is delivered.
- E. Description of motor vehicle, such as make, model, VIN, year, the quantity.
- F. Motor vehicle sum price, sub-total, taxes, and total.

The following certifications are required:

- A. Buy America, 49 USC 5323(j)
- B. Federal Motor Vehicle Safety Standards
- C. Purchaser's Requirements

All invoices shall be sent addressed to the Director at:

State of Hawaii
Department of Transportation
Statewide Transportation Planning
Office 869 Punchbowl Street
Honolulu, Hawaii 96813"

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

SPECIFICATIONS

SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.

1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 PROPOSAL FORMS - All proposals shall be made on forms furnished by the Department. All proposals shall give the prices proposed in the spaces provided and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty, when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.4 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefor with the Department, executed by the bidder or his duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.5 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.6 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.
- C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, HRS.
- D. Lack of proposal guaranty.
- E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.7 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

2.8 OUT-OF-STATE BIDDERS - Pursuant to Section 103D-1008, Hawaii Revised Statutes, on out-of-state purchases where the bidder or vendor is an out-of-state vendor, not doing business in the State, the bid price of such out-of-state vendor, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The lowest responsible bidder, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of said increases.

Such increases will not be applied in case an out-of-state vendor specifies in its bid that its bid price includes said general excise tax; the bidder will be required to pay said general excise tax and use tax in case the bidder is awarded the contract.

2.9 TAX REQUIREMENTS - Work to be done under this contract is a taxable transaction and the bidder receiving the award for this work will be required to pay the State of Hawaii General Excise Tax (GET) and the State of Hawaii use Tax.

Additional information regarding the tax rates may be obtained from the Department of Taxation (DOTAX) website at <http://tax.hawaii.gov/geninfo/countysurcharge/>

If awardee is an out-of-state bidder not holding a Hawaii GET License, the awardee will have to obtain a Hawaii GET License and pay all taxes due to obtain a tax clearance required before final contract payment is made by the State.

To obtain the tax clearance applications, see subsection 3.1.A. Tax Clearance of these Specifications.

Vendors may apply for either a regular or a one-time GET License. Information on applying for a GET License may be found at <http://tax.hawaii.gov/geninfo/get/>

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, shall be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

Requirement for award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, the Bidder may be deemed non-responsible.

A. Tax Clearance.

Pursuant to section 103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), subject to section 103D-328, HRS, current within six months of issuance date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<https://tax.hawaii.gov/>

To receive DOTAX Forms by fax or mail, phone (808)587-4242 or 1-800-222-3229.

The application for the Tax Clearance Certificate is the responsibility of the bidder. Bidder shall submit directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

B. Certificate of Compliance.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six months of issuance date.

Form LIR#27, Application for Certificate of Compliance with section 3-122-112, HAR, is available at the following website:

<https://labor.hawaii.gov/>

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

Inquiries regarding the status of a LIR#27 Form are available from the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

C. Certificate of Good Standing.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of good standing from the business registration division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six months of issuance date, to demonstrate it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as a separate branch or

division that is capable of fully performing under the contract.

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a certificate of good standing. Bidders are advised of costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a Certificate of Good Standing, go to On-Line Services at the following website:

<https://cca.hawaii.gov/>

The application for the Certificate of Good Standing is the responsibility of the bidder. Bidder shall submit directly to the DCCA. The approved certificate may then be submitted to the Department.

D. IN LIEU OF the certificates referenced in subsection A, B, and C, bidder may make available proof of compliance through a state procurement office designated certification process.

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 EXECUTION OF CONTRACT - The contract shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.4 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract and file acceptable bonds, when required, within

ten (10) days after the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have

prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

B. By unit prices specified in the contract or subsequently agreed upon;

C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

D. In such other manner as the parties may mutually agree; or

E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work, and compensation for work performed, interpretation of the contract and fulfillment of the contract on the part of the Contractor. The Director shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out properly and diligently. The decision of the Director shall be final.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

5.3 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the procurement officer for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the procurement officer as an extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the procurement officer requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
 - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
 - 2. Within thirty (30) calendar days after the

Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or

3. Within thirty (30) calendar days after receipt of the written contract change order that was not agreed upon by both parties; or

4. Within such further time as may be allowed by the procurement officer in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the procurement officer every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The procurement officer will review the notice and render a decision. The procurement officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular

model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.

2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.

3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS
AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 INSURANCE - Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

SECTION 8 - PROSECUTION AND PROGRESS

8.1 PROGRESS OF WORK - The Contractor shall diligently prosecute the work to completion within the time limit specified in the proposal. The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. Work shall commence on the date indicated in the "Notice to Proceed" letter from the State.

8.2 LIQUIDATED DAMAGES - Time is of the essence in this contract and in case the Contractor fails to complete the work within the time specified in the proposal, damages will be sustained by the State. Since the amount of damages is difficult and not possible of definite ascertainment and proof, the amount of such damages are fixed in advance at the sum shown in the proposal for each and every calendar (or working) day which the Contractor has delayed in the completion of this contract; and the Contractor shall pay such amount as liquidated damages, and not by way of penalty, and in case the same are not paid, the State may deduct such amount thereof from any monies due or that may become due the Contractor under this contract.

If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified, the Contractor shall, within 10 days from the first day of notification from the manufacturer or supplier of any delay and prior to the expiration of the contract time, make a written request to the Director for an extension of time setting forth therein the reasons which the Contractor believes will justify the granting of its request.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Director finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Director may extend the time for completion in such extension as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

8.3 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to

the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.4 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any

longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be

deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph (3), Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. The Director may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Director shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Director

may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the procurement officer:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

- a. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the contractor, if at all, an amount set in accordance with subparagraph c. below.
- b. The Director and the contractor may agree to settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the

proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the contractor the following amounts, provided payments agreed to under subparagraph b. shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (1) of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the contractor reduced by the amount of

payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b. of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b. and c. shall be in accordance with chapter 3-123, H.A.R. bearing on such claim.

8.5 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

SECTION 9 - PAYMENT

9.1 PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of this contract.

Contract payments to the Contractor by the State shall be full payment, for furnishing all labor, and for furnishing and delivering all equipment, materials, supplies and other incidentals to the location(s) designated in these specifications.

9.2 PROGRESS PAYMENTS - If more than one shipment is required under these specifications, progress payments may be made to the Contractor after each shipment, provided the equipment materials, supplies, etc., furnished and delivered have satisfactorily met the requirements of these specifications. Five per cent (5%) of the amount of each progress payment shall be retained by the Department until the final acceptance of the work.

To expedite processing of all payments, for item(s) furnished and delivered to the Department, the Contractor shall forward an original and one copy of invoice with each shipment made to the recipient office.

Each invoice shall contain the following:

- A. Vendor's name, address and phone number.
- B. Contract or Purchase Order No.
- C. Description of item, the quantity, unit or lump sum price, sub-total and total.

9.3 FINAL ACCEPTANCE AND FINAL PAYMENT - Final acceptance means the acceptance in writing by the Director of the satisfactory completion of the work as provided under Section 8.5 followed by final payment in accordance with the Director's final estimate. The Department shall make final acceptance and payment promptly after the contract has been satisfactorily completed and final inspection made.

No payment will be made for any work which was not authorized by the Director in writing.

Final payment shall be made only after the issuance of the notice of final acceptance and after the Contractor has filed with the Director the following:

- A. Consent of the Contractor's surety, when applicable, of the final payment;

B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;

C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.

SECTION 10-GENERAL SPECIFICATIONS FOR MOTOR VEHICLES

10.1 GENERAL DESCRIPTION

The Contractor shall furnish and deliver herein described vehicles to various agencies statewide.

10.2 GENERAL SPECIFICATIONS

A. Bid Requirements

1. The Bidder shall complete the Year, Make, Manufacturer, Model Name and Number, the Unit Bid Price, and the Total Amount for Comparison Bids for each bid item in the Proposal Schedule it intends to bid on. Bid prices shall include all Federal, State, and local taxes, and shall also include applicable fees, charges, surcharges, licensing, shipping/handling, delivery, and any other charges associated with this solicitation
2. The Bidder shall provide for warranty, maintenance and repair service information for the proposed vehicle chassis, body and equipment on the island the motor vehicle is operated. The Bidder shall complete the Warranty, Service and Repair Facility information for each bid item in the Proposal Schedule it intends to bid on. The maintenance and repair services shall be available for five (5) years or 100,000 miles whichever occurs first.
3. The Bidder shall comply and submit directly to the PM within five (5) working days of their Bid Proposal in HlePRO the required certifications and documents set forth in the "FTA Federal Certifications" section of this specification. Items a. and b. listed below shall apply to all vehicles included within the Bidder's proposal. Items c. through e. listed below shall be submitted for each vehicle type and/or manufacturer included within the Bidder's proposal, and Bidders must indicate which line item(s) the certifications correspond to.
 - a. Certification and Restrictions on Lobbying, and Federal Tax Liability and recent Felony Convictions
 - b. Government-Wide Debarment and Suspension
 - c. Bus Testing Certification
 - d. Pre-Award Certification for Procurement of Rolling Stock (Vendor)
 - e. Transit Vehicle manufactured (TVM) Certification

B. Bidder Eligibility

To be eligible for award, the lowest responsive and responsible bidder must fulfill and submit the following:

1. At the time of bidding, registered on SAM.GOV without exclusions.
2. At the time of bidding, ensure the vehicle manufacture is listed on the Transit Vehicle Manufacturers (TVM) list to certify that the manufacturer has complied with Disadvantaged Business Enterprise (DBE) program requirements.
3. Prior to award, "Certificate of Vendor Compliance" issued from the Hawaii Compliance Express (HCE), which may be submitted in place of the Tax Clearance Certificate, Certificate of Compliance and Certificate of Good Standing, in accordance to the Hawaii Revised Statutes (HRS) §103D-310(c) and Hawaii Administrative Rules (HAR) §3- 122-112.
4. Prior to award, valid repair dealer license(s) as required by Chapter 437B, Hawai'i Revised Statutes, for the Service and Repair Facilities listed on the Proposal Schedule.

Items 1 and 2 listed above are required at the time of bid. Items 3 and 4 listed above will be required prior to award. The Department will contact the apparent low Bidder to submit copies of documents that demonstrate the eligibility requirements for items 3 and 4 are met prior to award. If valid documents are not submitted to the Department on a timely basis for award of a contract, a Bidder, otherwise responsive and responsible may not receive the award.

This procurement is funded by the Federal Transit Administration, and therefore the requirement for licensing under Chapter 437-2 Hawai'i Revised Statutes, shall not apply to this procurement as the State law conflicts with the Federal law defined under 49 U.S.C. Section 5325.

C. Quality of Vehicle

1. All TYPE 1 vehicles furnished shall be a new vehicle with no more than 1,000 miles on the odometer, allowed for manufacturing, testing, and delivery purpose. All TYPE 2 vehicles and TYPE 3 vehicles shall be a newer vehicle with no more than 3,000 miles on the odometer, allowed for manufacturing, testing, and delivery purpose.
2. All vehicles shall comply with applicable Federal, State and Local requirements. If requested, the Contractor shall provide written documentation to substantiate compliance.
3. All vehicles and equipment furnished under these provisions and of its respective kind shall be completely assembled and free of defects.
4. All vehicles furnished shall have heavy duty undercoating and rust proofing per industry standards.

5. Any and all items of equipment, components and accessories as listed on the manufacturer's specifications as standard items of equipment, whether stated herein or not, shall be included.

D. Submittals Prior to Placing Order

1. Twenty (20) calendar days prior to placing the order, the Contractor shall submit an interior floor plan with sufficient dimensions that will allow the State to verify compliance with ADA requirements for vehicles with wheelchair positions. All wheelchair positions and lift/ramp locations must be shown.

E. Factory Inspection

1. The State reserves the right to inspect each vehicle during the assembly process at the factory. The Contractor shall notify the State once the anticipated start date is known and no later than sixty (60) calendar days prior to the anticipated completion of the vehicle(s). Compliance to Federal requirements will be reviewed and may include, but not limited to, Buy America and Federal Motor Vehicle Safety Standards (FMVSS). Vehicle assembly and fit and finish may also be inspected.
2. Inspections will be performed by the State or an authorized agent of the State. The inspection of or the failure to inspect the work shall not relieve the Contractor of obligations to fulfill the contract as prescribed, to correct defective work, and to replace unsuitable or rejected materials regardless of whether payment for such work has been made.

F. Documentation

1. Upon delivery, unless otherwise stated in the individual vehicle specifications, the Contractor shall provide the following:
 - Two (2) copies of owner-operator manual for vehicle and all add-on equipment with each vehicle. The manuals shall be provided in a hardcopy and an electronic copy (CD/DVD or latest technology).
 - One (1) copy of service manual and one (1) copy of the parts manual. Hardcopy and/or electronic copy (CD/DVD or latest technology) is acceptable.
 - Manufacturer's recommended maintenance schedule.
 - List of factory trained and authorized vendors and personnel with phone number and address, able to provide service and support.
2. The Contractor shall process, pay and provide to the recipient agency upon delivery of the vehicles:

- Registration, title of the motor vehicle and mounted license plates
- Hawaii Safety Inspection and Official Decal
- Notarized Certificate of Bill of Sale (not required for Oahu dealerships)
- Certificate of Weight and Measures (required if factory-furnished vehicle weight is unavailable; i.e. vehicles with post-factory modifications or alterations). Certificate must include year, make, model number and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten will not be acceptable.

G. Delivery and Acceptance

1. The Contractor shall notify the State in writing a minimum of thirty (30) calendar days in advance of the anticipated delivery date. The State will then schedule a tentative on-site delivery date with the vehicle recipient(s) accordingly.

ALL vehicles shall be delivered to the State at the addresses listed on the PROPOSAL page for Items 1 to 56 according to the following schedule:

Vehicle TYPE 1: Delivery within NINETY (90) CALENDAR DAYS from Notice to Proceed Date.

Vehicle TYPEs 2 and 3: Delivery within ONE HUNDRED EIGHTY (180) CALENDAR DAYS from Notice to Proceed Date.

State Representative Contact Information:

Name: Robert Bondoc

Phone Number: (808) 831-7980

Email Address: robert.a.bondoc@hawaii.gov

2. Representatives of the Contractor, State, and vehicle recipient shall be present at the delivery location. Vehicle deliveries to any island except the island of Oahu must be consolidated to minimize the State's inter-island travel. Contractor must coordinate vehicle deliveries with the State.
3. The Contractor shall deliver the motor vehicle completely serviced, detailed, cleaned, in full operational condition upon delivery.
4. Upon delivery, the Contractor shall perform a demonstration of the vehicle's operational features, go through the documentation provided, and allow the recipient to test drive the vehicle prior to acceptance. The State and vehicle recipient will be allowed to thoroughly inspect the vehicle prior to acceptance. The Contractor shall plan on a minimum of 30 minutes per vehicle for this activity.

5. The Contractor must correct any deficiencies found before the vehicle is accepted.
6. Upon acceptance of a vehicle, the Contractor will be notified by the State that the vehicle has been accepted and a payment request can be submitted. See Section 9 and the SPECIAL PROVISIONS for PAYMENT procedures.

H. Delivery Extension

1. Contractor shall complete delivery within the time allowed in the contract. If Contractor fails to deliver within the time allowed; liquidated damages as specified in the Proposal Schedule on Page PF-1 shall apply.
2. Contractor shall not be held responsible for delay due to reasons beyond his control, provided that notification is provided in accordance with Section 8.2 LIQUIDATED DAMAGES, as amended by the SPECIAL PROVISIONS.
3. REQUEST FOR EXTENSIONS WILL NOT BE CONSIDERED WITHOUT A COPY OF THE FACTORY ORDER AND FACTORY CONFIRMATION OF THE ORDER AND WITHOUT DOCUMENTS SUBSTANTIATING THAT THE CAUSE(S) FOR DELAY IS, IN FACT, BEYOND THE CONTROL OF THE CONTRACTOR. The State shall be the sole judge of whether such delay is beyond the control of the contractor and whether an extension will be granted.

I. Vehicle Warranty

1. Vehicle Powertrain warranty period shall be for a minimum of five (5) years or 60,000 miles whichever occurs first. Chassis warranty shall be for a minimum of three (3) years or 36,000 miles whichever occurs first. Warranty period shall begin from the date the vehicle is accepted by the State. The mileage warranties shall begin from the odometer reading at the time of acceptance.
2. Contractor shall replace or repair defective material and workmanship at no cost to the State for parts and labor during the warranty period unless such defects are due to abuse or negligence on the part of the State.
3. If a warranty covered repair becomes necessary, the Contractor must complete all repairs within fifteen (15) working days from the date of initial notification. If the Contractor cannot complete the repair within the allotted fifteen (15) working days, Contractor must provide a loaner

vehicle for use until the repaired vehicle is returned. The loaner vehicle must be able to provide the same general transportation service as the vehicle being repaired.

4. Warranty service for all components must be made available on the island of delivery for the duration of the warranty.

J. Equipment Warranty

1. Any equipment provided with the vehicle that is not covered by the vehicle warranty shall be fully guaranteed against defects resulting from negligent workmanship and all design and manufacturing defects by the Contractor for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is greater.
2. Equipment warranty period shall begin from the date vehicle is accepted and placed in service.
3. Equipment warranty documents shall be delivered with vehicles and shall detail Manufacturer's obligation and warranty procedures.
4. Equipment warranty service for all components must be made available on the island of delivery for the duration of the warranty.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

VEHICLE SPECIFICATIONS

Vehicle TYPE 1		
Low Floor Minivan; One (1) Wheelchair Position Manual Bi-Fold Swing-Away Ramp		
Seating Capacity	6 Ambulatory (includes driver); 1 Wheelchair	
Vehicle Classification	Light Duty Motor Vehicle	
Description	Specifications	
1	Chassis	
A	Vehicle Dimensions	Wheelbase: 121" (min) Overall length: 202" (min) Overall height: 68" (min) Overall width: 78" (min)
B	GVWR	Not to exceed manufacturer stated GVWR and conforms to Federal Motor Vehicle Safety Standards (FMVSS)
C	Engine	Minimum 3.6 L, V-6, gasoline engine with electronic fuel injection
D	Transmission	Minimum 6-speed automatic, electronically controlled with overdrive
E	Tilt Wheel/ Power Steering	Equipped with power steering and a tilt steering column, adjustable for various up and down positions.
F	Electrical	Dashboard instrumentation containing but not limited to: Speedometer, odometer fuel and oil pressure gauges, coolant temperature, ammeter or voltmeter, and door ajar indicator light. OEM tilt steering wheel and cruise control Audio - Bluetooth capable AM/FM stereo with USB port and factory installed speakers
G	Back-up Alarm	Reverse alarm and reverse sensing system
H	Reverse Camera	OEM reverse camera and dash monitor
I	Alternator	Equipped with heaviest duty alternator available from manufacturer
J	Battery	Equipped with heaviest duty battery available from manufacturer
K	Brakes	Shall be power-assisted 4-wheel disc type, anti-lock braking system. OEM parking brake assemblies and dash warning light

L	Fuel Tank	Equipped with largest available from manufacturer. Tank, fuel lines and hardware must meet all current FMVSS and EPA requirements. Fuel tank shall be full at time of delivery
M	Suspension	Front: OEM suspension and components with heavy duty shock absorbers Rear: Heavy duty load-leveling air suspension with heavy duty shock absorbers Shall maintain ground clearance and meet all ADA requirements for entry when a ramp is utilized
N	Wheels and Tires	All tires shall be from the same manufacturer and all season, tubeless, steel radial Blackwall. Shall be the largest size available from the vehicle manufacturer to meet the GVWR rating and equipped with wheel covers Tire pressure monitoring sensor OEM spare tire, includes jack and tool kit
O	Radiator	OEM radiator, heaviest duty available for maximum cooling
P	Windshield Wipers	Front: 2 speed with interval option and washer Rear: wiper/washer
Q	Alignment	Shall have a four (4) wheel alignment at final point of inspection, just prior to delivery
2	Body and Equipment	
A	Bumpers	Front and rear bumper shall be OEM
B	Doors	OEM driver and passenger front doors with power locks Manual driver and passenger side (mobility ramp) sliding doors. Rear door emergency exit with quick release, manual override for opening the locked door from inside the vehicle. Shall provide decal showing operating instructions.
C	Windows	Equipped with power windows and OEM standard tinted windows
D	Color (Paint)	OEM white exterior paint
E	Seating	All seats shall be covered with viny and must comply with FMVSS. Seat colors shall match the OEM seats color of beige or grey. Driver seat: OEM power and fixed Front passenger seat: OEM and removable to roll out for mobility aid access/securement. 2nd row seat: forward facing 2-passenger fold-away seat with seat belts and shall be positioned in the wheelchair securement area. 3rd row rear bench seat to accommodate 2 passengers with footrest
F	Grab Handles	Factory installed OEM
G	Mobility Aid Ramp	Side or rear entry, fold-out manual wheelchair ramp

		Shall have minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR Surface shall be continuous and made skid resistant through powder coating and a rated capacity of 800 lb. or greater.
H	Lighting	All vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B OEM interior and exterior lights Daytime running lights
I	Air Conditioning	OEM heating/defrosting and air conditioning system with vents front and rear
J	Flooring	Anti-slip ADA flooring. Gray Altro or equivalent.
K	Mirrors	Interior rear view: manufacturer standard OEM left and right exterior manual folding mirror
L	Sun Visor	Driver/front-passenger sun visors-vinyl trimmed
3	Safety Equipment	
A	Emergency Reflectors	Mounted and removable kit containing three reflective warning triangles
B	First Aid Kit	Kit with metal case mounted securely to the inside of the vehicle near driver 10 unit conforms to DOT and OSHA requirements
C	Fire Extinguishers	Metal body 2.5 lb., 2A10BC, dry chemical, mounted for easy access to driver but not impede the ingress and egress of passengers
4	Wheelchair Securement Area	
A	Wheelchair Position(s)	One (1) Wheelchair Position
B	Wheelchair Securement System	Shall be installed according to ADA requirements. Securement location shall be located in one (1) position; wheelchair position shall be in the center of the vehicle behind the driver and passenger seats. Q'Straint wheelchair restraint track system or approved equal. Provide storage method for tie downs when not in use.
C	Lap and Shoulder Restraint	All belt components shall meet ADA requirements. See Attachment A.

Vehicle TYPE 2		
Ten (10) Passenger Van; Mid Roof; Two (2) Wheelchair Positions Lift Located Rear of Vehicle		
Seating Capacity	10 Ambulatory (includes driver); 2 Wheelchair	
Vehicle Classification	Light Duty Motor Vehicle	
Description	Specifications	
1	Chassis	
A	Vehicle Dimensions	Wheelbase: 130" (maximum) Overall length: 220" (maximum) Overall height: 98" (minimum) to 100" (maximum) Overall width: 81" (minimum)
B	GVWR	Not to exceed manufacturer stated GVWR and conforms to Federal Motor Vehicle Safety Standards (FMVSS)
C	Engine	Minimum, 3.5L V6 engine
D	Transmission	OEM automatic 10 speed with overdrive, minimum
E	Tilt Wheel/ Power Steering	Equipped with power steering and a tilt steering column
F	Electrical	Dashboard instrumentation containing but not limited to: Speedometer, odometer, fuel and oil pressure gauges, coolant temperature and ammeter or voltmeter Audio - Bluetooth capable AM/FM stereo radio with USB port and factory installed front and rear speakers
G	Alternator	Equipped with heaviest duty alternator available from manufacturer
H	Battery	Dual (2) heavy duty, maintenance free OEM batteries
I	Brakes	Power assisted hydraulic front and rear disc with ABS anti-lock brakes Transmission mounted parking brake with hand activated
J	Fuel Tank	25 gallon (minimum) Fuel tank shall be full at time of delivery
K	Suspension	Suspension system shall be heavy duty and meet manufacturer and Federal GAWR requirements for GVWR of the vehicle Front - Independent Macpherson-strut & stabilizer bar or approved equal Rear - Leaf spring and heavy duty gas shock absorbers or approved equal

L	Wheels and Tires	All season radial tires and wheels. Shall meet manufacturer and Federal GAWR requirements for GVWR of the vehicle. Tires shall be 235/65R16 black sidewall (BSW) all season or approved equal. Full size spare tire and wheel mounted on vehicle, 4-ton jack and tool kit Tires to be 4-point aligned after vehicle arrives on island. Copy of alignment report with weight distribution analysis to be provide upon delivery.
M	Radiator	Heavy-duty OEM radiator available for maximum cooling
N	Windshield Wipers	Variable intermittent
2	Body (Exterior)	
A	Insulation	Insulation in sides, roof, and rear that meets or exceeds all FMVSS requirements
B	Doors	OEM driver and passenger front doors with power locks, windows and mirrors Full height sliding OEM passenger side entry door and rear dual doors
C	Running Board	Full length powder coated aluminum, galvanized, or high grade stainless steel running board that extends from the rear passenger sliding door to the front passenger door or approved equal. See Attachment A
D	Driver's Step	Powdered coated aluminum, galvanized, or high grade stainless steel driver step or approved equal. See Attachment A
E	Windows	OEM seamless solid pane windows and OEM chassis manufacturer provided privacy tinted windows. Must meet all applicable FMVSS requirements
F	Emergency Signs	Red "EXIT" signs placed at emergency exits to meet FMVSS
G	Bumpers	Front and rear bumpers must be OEM manufacturer standards
H	Color (Paint)	OEM white finish
3	Body (Interior)	
A	Seating	OEM recliner driver & co-pilot seats with retractable seatbelt and shoulder harness Foldaway black or gray vinyl seats that meet FMVSS 302 burn resistance requirements. Seating shall consist of three (3) foldaways on the street side and 2 single fixed seats on the curb side. All three (3) foldaway seats shall be equipped with aisle side arm rests, wheelchair securement storage equal to Freedman TOSS on the bottom of seat. Two sets of seat belt extensions shall be provided

B	Air Bags	Driver and co-pilot seat air bags. Shall have additional OEM side curtain air bags throughout.
C	Grab Rails	Stainless steel grab rails located on left and right side of passenger entry
D	Panels	Interior wall and ceiling panels are to be OEM chassis manufacturer
E	Flooring	Steel reinforced wood floor on steel OEM floor or approved equal
4	Equipment	
A	Lights	Meets all Federal Motor Vehicle Safety Standards (FMVSS) OEM interior and exterior lights Driver dome, passenger courtesy & step well lights Step well light operated by door opener and/or driver with override switch on control panel Light to illuminate wheelchair lift operated by opening of lift door
B	Air Conditioning	Front and rear OEM dash and ducted rear air conditioning, defroster, and heat
C	Mirrors	Interior rear view: manufacturer standard Right and left exterior: power adjustable from driver's seat
D	Sun Visor	Driver/front-passenger sun visors-vinyl trimmed
E	Back-up Alarm	Reverse alarm and reverse sensing system
F	Reverse Camera	OEM Reverse camera and dash monitor
G	Spare Keys	Four (4) ignition keys are to be included with vehicle
4	Safety Equipment	
A	Emergency reflectors	Mounted and removable kit containing three (3) reflective warning triangles
B	First Aid Kit	Kit with metal case mounted securely to the inside of the vehicle near driver 16 unit conforms to DOT and OSHA requirements
C	Fire Extinguisher	Metal body 2.5 lb., 2A10BC, dry chemical, mounted for easy access to driver but not impede the ingress and egress of passengers
5	Wheelchair Securement Area	
A	Wheelchair Position(s)	Two (2) wheelchair positions - See Attachment A
B	Wheelchair Securement System	Two (2) sets of wheelchair securement devices, Q-Straint model 8100 deluxe with L track or approved equal. See Attachment A
C	Lap and Shoulder Restraint	All lap and shoulder restraint shall match up with the Q-Straint model 8100 retractor or approved equal. See Attachment A.

		Written and video instructions on how to use lap and shoulder restraints
D	Wheelchair Lift	Shall have a rating of 1000 lbs., Braun Century or approved equal. Located at the rear of vehicle - See Attachment A

Vehicle TYPE 3		
Fourteen (14) Passenger; Three (3) Wheelchair Positions Lift Located Curbside Immediately Rear of Front Entrance		
Seating Capacity	14 Ambulatory (includes driver); 3 Wheelchair	
Vehicle Classification	Light Duty Motor Vehicle	
Description	Specifications	
1	Chassis	
A	Vehicle Dimensions	Wheelbase: 158" (min) Exterior width: 94" (min)
B	GVWR	Not to exceed manufacturer stated GVWR and conforms to Federal Motor Vehicle Safety Standards (FMVSS)
C	Engine	Minimum 7.3L V-8 gasoline engine
D	Transmission	minimum 6-speed automatic transmission with overdrive and auxiliary cooler
E	Tilt Wheel/ Power Steering	Equipped with power steering and a tilt steering column
F	Electrical	Dash-board instrumentation containing but not limited to: Speedometer, odometer, fuel and oil pressure gauges, coolant temperature, ammeter or voltmeter, and door ajar indicator Intermotive or approved equal, wheelchair interlock and fast idle system with both automatic and manual fast idle functions
G	Sound System	Bluetooth capable AM/FM stereo radio with clock, USB port and factory installed front and rear speakers
H	Alternator	Equipped with the heaviest duty alternator available from manufacturer
I	Battery	Dual batteries, 600 CCA (min), in body compartment on slide out tray with stainless steel roller bearings
J	Brakes	Power dual hydraulic front and rear disc with ABS anti-lock brakes Parking brake with foot pedal apply
K	Fuel Tank	Fifty (55) gallon with key locking fuel door Fuel tank shall be full at time of delivery
L	Axle GAWR	Front: 5,000 lbs (min) or manufacturer's GAWR (whichever is greater) Rear: 8,500 lbs (min) or manufacturer's GAWR (whichever is greater) Axle ratio suitable for use in both city and highway driving

M	Drive Shaft	Protective metal guard(s) for the driveline shaft(s) installed
N	Suspension	Suspension system shall be heavy duty and meet manufacturer and Federal GVWR requirements for GVWR of the vehicle Front suspension shall be OEM with shock absorbers and stabilizer bar Heavy duty multi leaf spring rear suspension with shock absorbers and MORryde rear add-on rubber suspension or equal
O	Wheels and Tires	Six (6) radial tires, single front, dual rear, highway tread and rating suitable for GVWR OEM spare tire, jack, and tool kit. Tires to be 4-point aligned after vehicle arrives on island. Copy of alignment report with weight distribution analysis to be provided upon delivery
P	Radiator	OEM heavy-duty radiator available for maximum cooling
Q	Windshield Wipers	Two (2) speed with interval option and washer
2	Body (Exterior)	
A	Structure	Meets all applicable FMVSS
B	Insulation	Minimum 1" insulation in body sides, rear, and roof.
C	Doors	Curbside front entrance: Power operated door with a two (2) panel design. The entry door frame to be constructed with stainless steel. Control from the driver's seat. Rear emergency door: Glass in upper and lower sections Labeled "EMERGENCY DOOR" with 2" lettering inside and outside side Sliding bar latch with buzzer and door lock that disables starter and buzzes when door is locked Arrow indicating direction of door handle action inside and outside Decals or lettering indicating location and opening instructions
D	Step Wells	Individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 8.5" deep Bottom step tread shall not exceed 12.5" from the the ground unloaded Equipped with LED stepwell light.
E	Handrails	Stainless steel sloping grab rails located both sides of the entrance door
F	Windows	All tinted including shaded windshield Passenger windows: Horizontal sliding sash or "T type" Factory tinted

		Two (2) push out emergency windows per side with buzzers and lettering or decals to indicate location and opening instructions
G	Bumpers	Front OEM chrome and rear painted steel bump
H	Color (paint)	OEM white finish
3	Body (Interior)	
A	Dimensions	Headroom: 75" (min) Interior width: 85" (min) Aisle width: 16" (min) for the entire length of passenger compartment
B	Seating	Driver's: High back, adjustable fore and aft with right armrest Retractable 3 point seat belt Level 4 upholstery (min.) With the following adjustments: Forward and back Backrest pitch All Passenger's: Forward facing foldaway seats with arm rests, contoured foam seat cushion and back. Seat cushion depth shall be a minimum of 15". All seats lock to secure in place when in use, integrated 3-point retractable seat belt system that meets or exceeds all FMVSS requirements, and two (2) padded grab/assist handles shall be mounted on top of seats. All seats shall be spaced on a minimum of 30" seat centers allowing 17.5" (min) leg space between the front of the bottom cushion and the back of the next forward seat. All seats shall be covered with Level 4 vinyl upholstery (min.). Two (2) seat belt extenders to be of same manufacturer as main belt.
C	Flooring	Shall be covered with a minimum of 5/8" marine grade plywood, treated to resist moisture and decomposition, over high grade steel subfloor. Altro Transfer Meta or Gerflor Sirius flooring or equal throughout the passenger compartment and on the steptreads. Cove flooring to sidewalls
4	Equipment	
A	Interior Lights	All interior lighting is to be LED type Driver dome, passenger courtesy and stepwell lights Light at emergency exit Light to illuminate wheelchair lift operated by opening of lift door

B	Exterior Lights	All exterior lighting is to be LED type Three (3) front amber identification lights Three (3) rear red identification lights Daytime running lights
C	Air Conditioning	Front OEM with defroster and heater Separate rear air conditioning system, 60,000 BTU (min). The BTU rating of the rear AC unit is to be rated as a stand-alone system and not be included in the BTU rating of the OEM dash AC unit. The AC system shall include the OEM compressor and an additional 13 cubic inch compressor for the passenger area AC. Separate controls located in the driver's area for front and rear unit
D	Mirrors	7" min. rear view mirror that switches into a reverse camera when reversing Exterior side view: dual mirrors with electric remote-control functions for both lenses
E	Reverse Backup Sensor	Backup warning signal and sonar warning system that gives both an audible signal and a visual digital distance readout in the driver's area.
F	Reverse Camera	Backup camera with monitor built into the rear view mirror
5	Safety Equipment	
A	Emergency Reflectors	Mounted and removable kit containing 3 reflective warning triangles
B	First Aid Kit	Kit with metal case mounted securely to the inside of the vehicle near driver 16 unit conforms to DOT and OSHA requirements
C	Fire Extinguisher	Metal body fire extinguisher: Mounted for easy access to driver but not impede the ingress and egress of passengers 5 lb., 2A10BC, dry chemical
6	Wheelchair Securement Area	
A	Wheelchair Position(s)	Three (3) wheelchair positions - See Attachment A
B	Wheelchair Securement System	Three (3) sets of wheelchair securement system equal to the Q-Strait 8100 deluxe utilizing L track - See Attachment A Restraint system with retractable and adjustable shoulder harness. All foldaway seats shall have the tie down storage system for the w/c securements. Each w/c 1position shall include webbing loops.
C	Lap and Shoulder Restraint	All belt components shall meet ADA requirements. See Attachment A. Written and video instructions on how to use lap and shoulder restraints

D	Wheelchair Lift	Shall have a rating of 1000 lbs., a platform size of 34" x 54". Braun Century or approved equal. Vehicle shall be equipped with a wheelchair interlock system.
E	Wheelchair Lift Location	Rear of passenger entry door on right side of the vehicle

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

ATTACHMENT A

This vehicle and all items specified under this part shall, at a minimum, meet the requirements of 49 CFR part 38 -AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITIES SPECIFICATIONS FOR TRANSPORTATION VEHICLES SUBPART B, except where these specifications exceed ADA minimums.

49 CFR 38.23 - Mobility aid accessibility.

§ 38.23 Mobility aid accessibility.

(a) *General.* All vehicles covered by this subpart shall provide a level-change mechanism or boarding device (e.g., lift or ramp) complying with paragraph (b) or (c) of this section and sufficient clearances to permit a wheelchair or other mobility aid user to reach a securement location. At least two securement locations and devices, complying with paragraph (d) of this section, shall be provided on vehicles in excess of 22 feet in length; at least one securement location and device, complying with paragraph (d) of this section, shall be provided on vehicles 22 feet in length or less.

(b) Vehicle lift-

(1) *Design load.* The design load of the lift shall be at least 600 pounds. Working parts, such as cables, pulleys, and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of at least **six**, based on the ultimate strength of the material. Nonworking parts, such as platform, frame, and attachment hardware which would not be expected to wear, shall have a safety factor of at least three, based on the ultimate strength of the material.

(2) Controls -

(i) *Requirements.* The controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks or systems are engaged. The lift shall deploy to all levels (i.e., ground, curb, and intermediate positions) normally encountered in the operating environment. Where provided, each control for deploying, lowering, raising, and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator and shall not allow improper lift sequencing when the lift platform is occupied. The controls shall allow reversal of the lift operation sequence, such as raising or lowering a platform that is part way down, without allowing an occupied platform to fold or retract into the stowed position.

(ii) *Exception.* Where the lift is designed to deploy with its long dimension parallel to the vehicle axis and which pivots into or out of the vehicle while occupied (i.e., "rotary lift"), the requirements of this paragraph prohibiting the lift from being stowed while

occupied shall not apply if the stowed position is within the passenger compartment and the lift is intended to be stowed while occupied.

- (3) *Emergency operation.* The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails. No emergency method, manual or otherwise, shall be capable of being operated in a manner that could be hazardous to the lift occupant or to the operator when operated according to manufacturer's instructions, and shall not permit the platform to be stowed or folded when occupied, unless the lift is a rotary lift and is intended to be stowed while occupied.
- (4) *Power or equipment failure.* Platforms stowed in a vertical position, and deployed platforms when occupied, shall have provisions to prevent their deploying, falling, or folding any faster than 12 inches/second or their dropping of an occupant in the event of a single failure of any load carrying component.
- (5) *Platform barriers.* The lift platform shall be equipped with barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform during its operation. A movable barrier or inherent design feature shall prevent a wheelchair or mobility aid from rolling off the edge closest to the vehicle until the platform is in its fully raised position. Each side of the lift platform which extends beyond the vehicle in its raised position shall have a barrier a minimum 1 1/2 inches high. Such barriers shall not interfere with maneuvering into or out of the aisle. The loading-edge barrier (outer barrier) which functions as a loading ramp when the lift is at ground level, shall be sufficient when raised or closed, or a supplementary system shall be provided, to prevent a power wheelchair or mobility aid from riding over or defeating it. The outer barrier of the lift shall automatically raise or close, or a supplementary system shall automatically engage, and remain raised, closed, or engaged at all times that the platform is more than 3 inches above the roadway or sidewalk and the platform is occupied. Alternatively, a barrier or system may be raised, lowered, opened, closed, engaged, or disengaged by the lift operator, provided an interlock or inherent design feature prevents the lift from rising unless the barrier is raised or closed or the supplementary system is engaged.
- (6) *Platform surface.* The platform surface shall be free of any protrusions over 1/4 inch high and shall be slip resistant. The platform shall have a minimum clear width of 28 1/2 inches at the platform, a minimum clear width of 30 inches measured from 2 inches above the platform surface to 30 inches above the platform, and a minimum clear length of 48 inches measured from 2 inches above the surface of the platform to 30 inches above the surface of the platform. (See Fig. 1)

- (7) *Platform gaps.* Any openings between the platform surface and the raised barriers shall not exceed 5/8 inch in width. When the platform is at vehicle floor height with the inner barrier (if applicable) down or retracted, gaps between the forward lift platform edge and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically. Platforms on semi-automatic lifts may have a hand hold not exceeding 1 1/2 inches by 4 1/2 inches located between the edge barriers.
- (8) *Platform entrance ramp.* The entrance ramp, or loading-edge barrier used as a ramp, shall not exceed a slope of 1:8, measured on level ground, for a maximum rise of 3 inches, and the transition from roadway or sidewalk to ramp may be vertical without edge treatment up to 1/4 inch. Thresholds between 1/4 inch and 1/2 inch high shall be beveled with a slope no greater than 1:2.
- (9) *Platform deflection.* The lift platform (not including the entrance ramp) shall not deflect more than 3 degrees (exclusive of vehicle roll or pitch) in any direction between its unloaded position and its position when loaded with 600 pounds applied through a 26-inch by 26-inch test pallet at the centroid of the platform.
- (10) *Platform movement.* No part of the platform shall move at a rate exceeding 6 inches/second during lowering and lifting an occupant and shall not exceed 12 inches/second during deploying or stowing. This requirement does not apply to the deployment or stowage cycles of lifts that are manually deployed or stowed. The maximum platform horizontal and vertical acceleration when occupied shall be 0.3g.
- (11) *Boarding direction.* The lift shall permit both inboard and outboard facing of wheelchair and mobility aid users.
- (12) *Use by standees.* Lifts shall accommodate persons using walkers, crutches, canes, or braces or who otherwise have difficulty using steps. The platform may be marked to indicate a preferred standing position.
- (13) *Handrails.* Platforms on lifts shall be equipped with handrails on two sides, which move in tandem with the lift, and which shall be graspable and provide support to standees throughout the entire lift operation. Handrails shall have a usable component at least 8 inches long with the lowest portion a minimum 30 inches above the platform and the highest portion a maximum 38 inches above the platform. The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface. Handrails shall not interfere with

wheelchair or mobility aid maneuverability when entering or leaving the vehicle.

(c) *Vehicle ramp -*

- (1) *Design load.* Ramps 30 inches or longer shall support a load of 600 pounds, placed at the centroid of the ramp distributed over an area of 26 inches by 26 inches, with a safety factor of at least 3 based on the ultimate strength of the material. Ramps shorter than 30 inches shall support a load of 300 pounds.
- (2) *Ramp surface.* The ramp surface shall be continuous and slip resistant; shall not have protrusions from the surface greater than 1/4 inch high; shall have a clear width of 30 inches; and shall accommodate both four-wheel and three-wheel mobility aids.
- (3) *Ramp threshold.* The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2.
- (4) *Ramp barriers.* Each side of the ramp shall have barriers at least 2 inches high to prevent mobility aid wheels from slipping off.
- (5) *Slope.* Ramps shall have the least slope practicable and shall not exceed 1:4 when deployed to ground level. If the height of the vehicle floor from which the ramp is deployed is 3 inches or less above a 6-inch curb, a maximum slope of 1:4 is permitted; if the height of the vehicle floor from which the ramp is deployed is 6 inches or less, but greater than 3 inches, above a 6-inch curb, a maximum slope of 1:6 is permitted; if the height of the vehicle floor from which the ramp is deployed is 9 inches or less, but greater than 6 inches, above a 6-inch curb, a maximum slope of 1:8 is permitted; if the height of the vehicle floor from which the ramp is deployed is greater than 9 inches above a 6-inch curb, a slope of 1:12 shall be achieved. Folding or telescoping ramps are permitted provided they meet all structural requirements of this section.
- (6) *Attachment.* When in use for boarding or alighting, the ramp shall be firmly attached to the vehicle so that it is not subject to displacement when loading or unloading a heavy power mobility aid and that no gap between vehicle and ramp exceeds 5/8 inch.
- (7) *Stowage.* A compartment, securement system, or other appropriate method shall be provided to ensure that stowed ramps, including portable ramps stowed in the passenger area, do not impinge on a passenger's wheelchair or mobility aid, or pose any hazard to passengers in the event of a sudden stop or maneuver.
- (8) *Handrails.* If provided, handrails shall allow persons with disabilities to grasp them from outside the vehicle while starting to board, and

to continue to use them throughout the boarding process and shall have the top between 30 inches and 38 inches above the ramp surface. The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall not interfere with wheelchair or mobility aid maneuverability when entering or leaving the vehicle.

(d) *Securement devices -*

- (1) *Design load.* Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.
- (2) *Location and size.* The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. Securement areas may have fold-down seats to accommodate other passengers when a wheelchair or mobility aid is not occupying the area, provided the seats, when folded up, do not obstruct the clear floor space required. (See Fig.2)
- (3) *Mobility aids accommodated.* The securement system shall secure common wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity.
- (4) *Orientation.* In vehicles in excess of 22 feet in length, at least one securement device or system required by paragraph (a) of this section shall secure the wheelchair or mobility aid facing toward the front of the vehicle. Additional securement devices or systems shall secure the wheelchair or mobility aid facing forward, or rearward with a padded barrier, extending from a height of 38 inches from the vehicle floor to a height of 56 inches from the vehicle floor with a width of 18 inches, laterally centered immediately in back of the seated individual. In vehicles 22 feet in length or less, the required

securement device may secure the wheelchair or mobility aid either facing toward the front of the vehicle or facing rearward, with a padded barrier as described. Additional securement locations shall be either forward or rearward facing with a padded barrier. Such barriers need not be solid provided equivalent protection is afforded.

- (5) *Movement.* When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions.
- (6) *Stowage.* When not being used for securement, or when the securement area can be used by standees, the securement system shall not interfere with passenger movement, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use.
- (7) *Seat belt and shoulder harness.* For each wheelchair or mobility aid securement device provided, a passenger seat belt and shoulder harness, complying with all applicable provisions of part 571 of this title, shall also be provided for use by wheelchair or mobility aid users. Such seat belts and shoulder harnesses shall not be used in lieu of a device which secures the wheelchair or mobility aid itself.

49 CFR 38.25 - Doors, steps, and thresholds.

§ 38.25 Doors, steps, and thresholds.

- (a) *Slip resistance.* All aisles, steps, floor areas where people walk and floors in securement locations shall have slip-resistant surfaces.
- (b) *Contrast.* All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of color(s) running the full width of the step or edge which contrasts from the step tread and riser, or lift or ramp surface, either light- on-dark or dark-on-light.
- (c) *Door height.* For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING OFFICE

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
STATEWIDE TRANSPORTATION PLANNING
OFFICE

PROJECT: FURNISHING AND DELIVERING OF
MOTOR VEHICLES - FOR VARIOUS
NON- PROFIT AND COUNTY AGENCIES
STATEWIDE

PROJECT NO.: STP-5310-26A

DELIVERY SCHEDULE: ALL vehicles shall be delivered to the
Department of Transportation at the addresses
listed on the PROPOSAL page for Items 1 to 56
according to the following schedule:
Vehicle TYPE 1: Delivery within NINETY (90)
CALENDAR DAYS from Notice to Proceed
Date.
Vehicle TYPEs 2 and 3: Delivery within ONE
HUNDRED EIGHTY (180) CALENDAR DAYS
from Notice to Proceed Date.

LIQUIDATED DAMAGES: FIFTY DOLLARS (\$50.00) for each and every
calendar day the Contractor delays in delivery
and in the completion of any item of this
contract after the required date of said
completion.

PROJECT MANAGER: Please contact Mr. Robert Bondoc via email
at robert.a.bondoc@hawaii.gov for any
questions pertaining to the technical
aspects of this bid solicitation.

ELECTRONIC
SUBMITTAL: Bidders shall submit and upload the complete
proposal to HlePRO prior to the bid opening
date and time. Any additional support
documents explicitly designated as
confidential and/or proprietary shall be
uploaded as a separate file to HlePRO. See
SPECIAL PROVISIONS 2.3 DELIVERY OF
PROPOSALS for complete details. FAILURE
TO UPLOAD THE COMPLETE PROPOSAL
TO HlePRO SHALL BE GROUNDS FOR
REJECTION OF THE BID.

NOTE: Bid, Performance and Payment Bonds are not required for this project.

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

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

Matls. & Serv.
r12/2020

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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

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

Addendum No. 1_____ Addendum No. 2_____

Addendum No. 3_____ Addendum No. 4_____

Addendum No. 5_____ Addendum No. 6_____

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

Bidder (Company Name)

By_____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone:_____Email:_____

*Hawaii General Excise Tax License No. _____

Matls. & Serv.
r12/2020

NOTE:

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

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

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

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

*Bidder will be considered an out-of-state vendor if Hawaii General Excise Tax License No. is not indicated. See Section 2.8 Out-of-State Bidders of the Specifications.

PROPOSAL SCHEDULE SUMMARY

TOTAL AMOUNT FOR COMPARISON OF BIDS - VEHICLE TYPE 1 \$ _____

TOTAL AMOUNT FOR COMPARISON OF BIDS - VEHICLE TYPE 2 \$ _____

TOTAL AMOUNT FOR COMPARISON OF BIDS - VEHICLE TYPE 3 \$ _____

Proposal Schedule
ITEM 1 - Vehicle Type 1

ITEM 1 – Vehicle #1

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **The Arc of Hilo**

Delivery Information: 1099 Waianuenue Ave.
Hilo, Hawaii 96720

ITEM DESCRIPTION:

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #1 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #2

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **The Arc of Hilo**

Delivery Information: 1099 Waianuenue Ave.
Hilo, Hawaii 96720

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #2 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #3

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #3 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #4

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #4 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #5

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **County of Hawaii Mass Transit Agency**

Delivery information: 25 Aupuni Street
Hilo, Hawaii 96720

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #5 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #6

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Na Hoaloha Interfaith Volunteer Caregivers**

Delivery information: 1962 E. Vineyard Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specification Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #6 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #7

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #7 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #8

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

c. Quantity: _____ 1 _____

Sub-total Vehicle #8 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #9

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #9 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #10

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Opportunities and Resources, Inc.**

Delivery information: 64-1510 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #10 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #11

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Opportunities and Resources, Inc.**

Delivery information: 64-1510 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specification Section, pages 11-1 thru 11-3

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #11 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #12

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Opportunities and Resources, Inc.**

Delivery information: 64-1510 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #12 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #13

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Position and Manual Bi-Fold Swing-Away Ramp for **Opportunities and Resources, Inc.**

Delivery information: 64-1510 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #13 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #14

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #14 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 1 – Vehicle #15

FURNISHING AND DELIVERING OF One (1) Low Floor Minivan with One (1) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Na Hoaloha-Maui Interfaith Volunteer Caregivers**

Delivery information: 1962 E. Vineyard Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 1: One (1) Low Floor Minivan as described in the Vehicle Specifications Section, pages 11-1 thru 11-3.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #15 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Proposal Schedule
ITEM 2 - Vehicle Type 2

ITEM 2 – Vehicle #1

FURNISHING AND DELIVERING OF One (1) Ten (10) Passenger Van with Two (2) Wheelchair Positions and Lift Located Rear of Vehicle for **Hawaii Island Adult Care**

Delivery Information: 561 Kupuna Place
Hilo, Hawaii 96720

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specifications Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #1 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #2

FURNISHING AND DELIVERING OF One (1) Ten (10) Passenger Van with Two (2) Wheelchair Positions and Lift Located Rear of Vehicle for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specifications Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #2 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #3

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #3 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #4

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Hale Makua Health Services**

Delivery Information: 472 Kaulana Street
Kahului, Maui 96732

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #4 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #5

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Ka Lima O Maui**

Delivery Information: 472 Kaulana Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #5 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #6

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Ori Anuenue Hale, Inc.**

Delivery information: 64-1488 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #6 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #7

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Responsive Caregivers of Hawaii**

Delivery information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #7 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #8

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #8 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #9

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #9 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #10

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #10 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #11

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #11 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #12

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #12 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #13

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #13 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #14

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #14 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #15

FURNISHING AND DELIVERING OF Ten (10) Passenger Van with Two (2) Wheelchair Positions and Manual Bi-Fold Swing-Away Ramp for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specification Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #15 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #16

FURNISHING AND DELIVERING OF One (1) Ten (10) Passenger Van with Two (2) Wheelchair Positions and Lift Located Rear of Vehicle for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specifications Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #16 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #17

FURNISHING AND DELIVERING OF One (1) Ten (10) Passenger Van with Two (2) Wheelchair Positions and Lift Located Rear of Vehicle for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specifications Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #17 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 2 – Vehicle #18

FURNISHING AND DELIVERING OF One (1) Ten (10) Passenger Van with Two (2) Wheelchair Positions and Lift Located Rear of Vehicle for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 2: One (1) Ten (10) Passenger Van as described in the Vehicle Specifications Section, pages 12-1 thru 12-4.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #18 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Proposal Schedule
ITEM 3 - Vehicle Type 3

ITEM 3 – Vehicle #1

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #1 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #2

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #2 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #3

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Maui Economic Opportunity Inc.**

Delivery information: 99 Mahalani Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #3 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #4

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Maui Economic Opportunity Inc.**

Delivery information: 99 Mahalani Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #4 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #5

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Full Life Hawaii**

Delivery information: 75-6082 Alii Drive, Suite #8
Kailua-Kona, Hawaii 96740

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specification Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #5 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #6

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #6 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #7

FURNISHING AND DELIVERING OF A Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #7 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #8

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Catholic Charities Hawaii**

Delivery information: 1822 Keeaumoku Street
Honolulu, Hawaii 96822

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #8 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #9

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Maui Economic Opportunity Inc.**

Delivery information: 99 Mahalani Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #9 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #10

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #10 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #11

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #11 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #12

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Responsive Caregivers of Hawaii**

Delivery Information: 91-1241 Saratoga Avenue
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #12 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #13

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Special Education Center of Hawaii**

Delivery Information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #13 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #14

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **ORI Anuenue Hale, Inc.**

Delivery information: 64-1488 Kamehameha Hwy
Wahiawa, Hawaii 96786-2915

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

c. Unit Bid Price: _____

d. Quantity: _____ 1 _____

Sub-total Vehicle #14 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #15

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Arc of Maui County**

Delivery Information: 140 N. Market St.
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #15 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #16

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Full Life Hawaii**

Delivery information: 75-6082 Alii Drive, Suite #8
Kailua-Kona, Hawaii 96740

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #16 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #17

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Goodwill Industries of Hawaii**

Delivery information: 2610 Kilihau Street
Honolulu, Hawaii 96819

ITEM DESCRIPTION

Vehicle Type 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #17 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #18

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Goodwill Industries of Hawaii**

Delivery information: 2610 Kilihau Street
Honolulu, Hawaii 96819

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #18 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #19

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Maui Economic Opportunity Inc.**

Delivery information: 99 Mahalani Street
Wailuku, Maui 96793

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #19 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #20

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #20 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #21

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #21 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

ITEM 3 – Vehicle #22

FURNISHING AND DELIVERING OF One (1) Fourteen (14) Passenger Van with Three (3) Wheelchair Positions and Lift Located Curbside Immediately Rear of Front Entrance for **Special Education Center of Hawaii**

Delivery information: 1001 Kamokila Blvd., #259
Kapolei, Hawaii 96707

ITEM DESCRIPTION

Vehicle TYPE 3: One (1) Fourteen (14) Passenger Van as described in the Vehicle Specifications Section, pages 13-1 thru 13-5.

Year/Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

a. Unit Bid Price: _____

b. Quantity: _____ 1 _____

Sub-total Vehicle #22 (a x b): _____

In accordance with Section 10.2 of the General Specifications, the following must be provided by the bidder:

Warranty Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Service and Repair Facility:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

The attention of out-of-state bidders is directed to Section 2.8 of the Specifications. An out-of-state bidder is required to answer the following statement:

State of Hawaii General Excise and Use Taxes are included in all bid prices.

Write "Yes" or "No"

If the above statement is left unanswered, it will be considered a "No" answer by the State.

NOTES:

1. Bids shall include all Federal, State, County and other applicable taxes and fees, and shall also include applicable fees, charges, surcharges, licensing, shipping/handling, delivery, and any other charges associated with this solicitation.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder for each Vehicle Type.
3. Bidders shall complete all unit prices and amounts for the Vehicle Type. Failure to bid on all items shall result in rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. The State reserves the right to reject any or all Proposals and to waive any defects in the best interest of the State.
6. Bidders may bid on any or all Vehicle Types in this proposal, and the awarding of contract(s) shall be made to the responsive and responsible bidder(s) submitting the lowest qualified total bid price per Vehicle Type. See Section 3.1 Award of Contract of the Special Provisions (Page SP-3). If a bidder is determined the lowest responsive and responsible bidder for multiple Vehicle Type, one combined contract will be awarded.
7. Bidders are reminded to submit Federal Transit Administration (FTA) Federal Certifications directly to the PM within 5 working days of their bid within HlePRO. See paragraph 1 of Section 10.2.A. Bid Requirements.
8. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**
If there is a conflict between the specification document and the HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business and/or mailing address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC» ----DOLLARS (\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which sum shall be provided from STATE funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY» and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such work from the date indicated in the Notice to Proceed issued by the STATE within «WORKING_DAYS», subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---- DOLLARS (\$«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract. An additional sum of -----«EXTRAS»----- «STATE_EXTRAS»DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work and shall be provided from State funds.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date