

STATE OF HAWAI'I
DEPARTMENT OF TRANSPORTATION
AIRPORTS

SPECIFICATIONS, SPECIAL, PROVISIONS
PROPOSAL AND CONTRACT

FOR

FURNISHING AND DELIVERY

OF

ONE (1) TYPE 6 BRUSH TRUCK AT
DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU, HAWAII

AND

ONE (1) TYPE 6 BRUSH TRUCK AT
LIHUE AIRPORT, LIHUE, KAUAI, HAWAII

PROJECT NO. FS1220-27

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

The receiving of bids for **FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK AT DANIEL K. INOUE INTERNATIONAL AIRPORT, HONOLULU, OAHU, HAWAII, AND ONE (1) TYPE 6 BRUSH TRUCK AT LIHUE AIRPORT, LIHUE, KAUAI, HAWAII, PROJECT NO. FS1220-27, 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 14, 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 delivery of one (1) Type 6 Brush Truck at Daniel K. Inouye International Airport and one (1) Type 6 Brush Truck at Lihue Airport.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than July 31, 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 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).

For additional information, contact Jonathan Tabudlo, Project Manager, by phone at (808) 836-6618 or by email at jonathan.w.tabudlo@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.



CURT T. OTAGURO
Deputy Director of Transportation for Airports

HlePRO RELEASE DATE: July 24, 2026

FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK AT
DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU HAWAII
AND
ONE (1) TYPE 6 BRUSH TRUCK AT LIHUE AIRPORT,
LIHUE, KAUAI, HAWAII

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SPECIAL PROVISIONS

SECTION 1 - DEFINITION AND TERM

1.33 SUBCONTRACTOR is amended by deleting it 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."

Add the following new definitions:

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

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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."

2.4 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."

2.5 PUBLIC OPENING OF PROPOSALS is not applicable.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

SECTION 3 -AWARD OF CONTRACT is amended by adding the following to the end of the section:

3.5 Bidder may bid on any item in this proposal, and the awarding of contract(s) will be made to the responsive and responsible bidder(s) submitting the lowest qualified total bid price per item.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

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 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 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 HiePRO 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 HiePRO and supporting documents received by the Project Manager no later than fourteen (14) 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."

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 1030-1008, 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

10.1 GENERAL DESCRIPTION - The work to be performed by the Contractor under this Section 10 shall be the furnishing and delivery of One (1) Type 6 Brush Truck at Daniel K. Inouye International Airport and One (1) Type 6 Brush Truck at Lihue Airport. The term rescue firefighting truck in all parts of the general and detailed specifications listed herein.

10.2 GENERAL SPECIFICATIONS - In addition to Detailed Vehicle Specifications listed in Section 11, the following requirements shall form a part of the Specifications:

A. Quality of Equipment.

1. All equipment offered shall meet NFPA, ANSI, EPA, Underwriters Laboratory, OSHA safety requirements, and any other Federal and State safety requirements. If applicable and when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bona fide testing laboratory.

2. All vehicles and equipment furnished under these provisions and specifications shall be new and of the best quality of its respective kind; and shall be completely assembled and free of defects which may render them unfit for use.

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

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

5. The State may, at any time by written order, stop delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of his/her obligation to complete his/her contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

B. Submittals. Upon delivery, Contractor shall provide the following:

1. Two (2) copies each of owner-operator manual and one (1) copy each of service and parts manual.
2. Manufacturer's recommended maintenance schedule.
3. List of factory-trained and authorized vendors and personnel able to provide service support.
4. List of identifying items and systems which require factory authorized vendors and/or personnel to install and maintain; and also stock all necessary parts for same.

C. Delivery.

1. Vehicle and Equipment furnished under these specifications shall be delivered within 90 calendar days from date of Notice to Proceed from the Department of Transportation at the following location:

Addresses

Airports Fire Chief

**Daniel K. Inouye
International Airport**
300 Rodgers Boulevard
Honolulu, Hawaii

Jonathan Tabudlo
(808) 836-6618

Lihue Airport
3901 Mokulele Loop
Lihue, Hawaii 96766

Jonathan Tabudlo
(808) 836-6618

2. Representatives of both the Contractor and the State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instructions in the use of equipment.
3. Prior to delivery, Contractor must contact the State representative at the location indicated to coordinate delivery arrangements.

D. 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 will not be responsible for delay due to reasons beyond his control, provided that prior to the delivery deadline, he notifies the Director of Transportation for such delay and the reasons for such delays and requests an extension delivery time.

3. REQUESTS FOR EXTENSIONS WILL NOT BE CONSIDERED WITHOUT A COPY OF THE FACTORY ORDER AND A COPY OF THE FACTORY CONFIRMATION OF ORDER 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 whether such delay is truly beyond the control of the Contractor and whether an extension will be granted.

E. Certificates Required. Certificates listed below shall be provided by the Contractor (if applicable) at the time of delivery of the equipment. The following certificates are essential for the proper registration and licensing of new vehicles:

1. City and County of Honolulu, Department of Customer Services, Division of Motor Vehicle, Licensing & Permits "Application for Registration of Passenger Carrying Motor Vehicle" (MVR)1 (REV. 9/15, DD) or its latest version

2. Hawaii Safety Inspection Certificate (in duplicate) and decal;

3. Odometer Certificate for passenger cars (and certain other vehicles as required by the Division of Motor Vehicle and Licensing);

4. Notarized Certificate of Bill of Sale (not required for Oahu dealership); and

5. Certificate of Weight and Measures (required if factory-furnished vehicle weight is unavailable; e.g.,

vehicles with post-factory modifications or alterations) Certificate must include make, model number, year, and vehicle identification number. Verified weight in pounds must be officially machine- stamped; handwritten weight will not be acceptable.

6. The Contractor shall submit the Application for Registration to the City and County, Division of Motor Vehicle, Licensing & Permits. Upon receipt of license plates, Contractor shall install the license plates on each vehicle to be delivered. The Contractor shall be responsible to cover all costs for registering and licensing of vehicles in the county of delivery.

7. Acceptance of and payment for new vehicles will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of vehicles; this procedure shall be conducted in the City and County of Honolulu. Contractor shall provide temporary license plates to be used during the interim period prior to securing of State of Hawaii license plates.

F. Warranty.

1. Equipment furnished shall be fully guaranteed by the Contractor for a minimum period of five (5) years or for the period guaranteed by the manufacturer, whichever is longer, against defects resulting from the use, negligent workmanship or against all design and manufacturing defects.

2. Warranty shall not be less than three (3) years on all accessory items; to include parts and labor.

3. Local warranty service for all components must be made available on the Island of Oahu for Daniel K. Inouye International Airport and on the Island of Kauai for Lihue Airport.

4. Warranty period shall begin from the date equipment is accepted and placed in service.

5. Warranty and documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures to include any accessory equipment.

6. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, such defects are not due to abuse or negligence on the part of the State.

G. Invoicing.

1. Contractor shall submit original invoice to the project manager.

2. Invoice shall reference the contract number and project number.

SECTION 11 - TECHNICAL SPECIFICATIONS AND REQUIREMENTS

11.1 SCOPE OF WORK - The work consists of furnishing and delivering of ONE (1) TYPE 6 BRUSH TRUCK to the Daniel K. Inouye International Airport, Island of Oahu and ONE (1) TYPE 6 BRUSH TRUCK to Lihue Airport, Island of Kauai.

11.2 The Contractor shall present the equipment complete, ready to use and fully operational.

11.3 - The Type 6 brush truck specifications shall include, but not limited to, the following:

GENERAL INFORMATION

The apparatus shall be designed and constructed with consideration to the nature and distribution of the load to be sustained. This specification details the general design criteria of the cab and chassis, fire body, fire pump, water tank, electrical components, paint and graphics, and equipment. All proposed items shall conform to NFPA 1906, latest edition. The Seller shall furnish satisfactory evidence of the ability to construct, supply service parts, and technical assistance for the proposed apparatus.

CHASSIS

- 2024 or newer model Ford F-550, Dodge RAM 5500 or equal, 4x4, Extra Cab or Crew Cab Chassis
- 169" - 175" WB, shortest wheelbase available for each make/model
- 6.6L (min) Turbocharged Diesel Engine
- Heavy Duty Automatic Transmission
- 50-Gallon Fuel Capacity (min)
- Heavy Duty high amperage alternator(s) package
- Rear Back-up Camera
- Remote Keyless Entry
- Power windows and door locks
- 3.5" or 4" suspension lift
- 4 x Super Single tires and wheels mounted
- 2 x Spare Super Single tires and wheels (1 each for front and rear)

- Cab color: OEM Yellow (solid) or HFD yellow. Color code to be provided to winning bidder
- Interior:
 - o Vinyl (or equal) grey upholstery (preferred), no cloth
 - o Vinyl or rubber flooring (black) no carpet, with Weather tech (or equal) rubber floor mats for all seating positions.

FRONT BUMPER & BRUSH GUARD

A heavy-duty bumper with brush guard shall be installed on the front of the apparatus. The complete assembly shall follow the chassis body lines and encompass the perimeter of the chassis front. The bumper shall be coated with a black powder coat finish. The bumper shall provide a solid mounting area for warning lights, speakers, and other specified equipment.

ELECTRIC WINCH

A 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:

- o 16,500 lbs. (min) load rating
- o Thermo-metric indicator for motor temperature monitoring
- o Cable roller guide assembly
- o At least 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
- o Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

NERF BARS

Two (2) 3" black nerf (step) bars shall be installed on the chassis. One each on left and right sides.

CHASSIS PROTECTION

Air Intake Ember Guards: The chassis air intake and cabin air filter shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

Fuel Line & Harness Protection: Any fuel lines or electrical harnesses below the chassis frame rails shall be protected with a fireproof sleeve.

BODY & ACCESSORIES

Fire Apparatus Body

Body Mounting: Rubber Rail Cushion shall be 1" X 4" X 11" with a 65-durometer hardness rating. Attached cushion to the frame with 12 countersunk bolts 2.50" x 0.375" NC washers and Nylock lock nuts. A four position (2 springs each) springer body mounting system shall be used to mount the platform to the chassis. This system shall be designed to allow independent movement between the platform frame and the chassis frame protecting the module from the stresses and twisting rendered by the flexing of the chassis frame. The 2-spring top modules shall be attached to the platform long sill with an electrolysis/corrosion barrier. The spring collapse shall be rated at 1250-lbs and 2" of collapse travel. All of the mounting hardware (nuts, bolts, washers) required for complete body installation shall be Grade 8. All nuts shall be self-locking style. All mounting components shall be painted black.

Flatbed Construction: The apparatus body shall consist of an aluminum flatbed construction with overall dimensions of approximately 96" W X 111" L. The body shall be flat with +/- 0.125" deviation over the entire length or width and shall be square with 0.125" or less offset from the opposite parallel side.

Long Sills (LS): Two (2) Long Sills shall run full length in alignment with and perpendicular to the chassis frame rails. LS on bodies shall be rectangular c-channel aluminum alloy 4" H X 2" W X 0.25" wall thickness material.

Cross Sill Member (CSM): CSM on bodies shall be rectangular C-channel aluminum alloy 4" H X 1.50" W X 0.18" wall thickness material. CSM shall be located on 12" centers maximum. CSM to LS welds shall be 100% of the length of the contact edges on two opposing sides of the LS.

Outer Rail: The outer rail shall be rectangular C-channel aluminum alloy 6" tall X 1.90" wide minimum 0.20" wall thickness material. The outer rail shall form the complete bed perimeter without any open or offset seams. The outer rail shall consist of square rear corners.

Platform Deck: The platform deck shall be constructed of 0.125" marine grade aluminum diamond plate. Decking shall be interior perimeter welded to the outer rail, and 6-12 intermittently along the cross sills.

Rear Cab Protection (RCP): One (1) RCP headboard shall be fabricated and installed at the forward end of the apparatus body, directly behind the cab. The RCP frame perimeter shall be rectangular C-channel aluminum alloy 4" tall X 1.5" wide minimum 0.18" wall thickness material. The profile shall be tapered in a similar fashion to the shape of the truck cab. One horizontal cross-member located at approximately 0.33" height with 0.125" aluminum diamond tread plate shall be perimeter welded with the tread plate surface forward to the rearward side of the framework on the lower segment. The upper segment shall include a protective framework of 1"

X 1" tubing effectively safeguarding the rear window of the chassis cab. The unit shall be attached by a welded rearward gusset and to the lower frame itself by grade 5 bolts. The unit also has twin light bar perches on the top of the bar for easy mounting of emergency light products.

Tailboard: The tailboard shall consist of a framed tail apron integrated with the platform. The apron frame shall be rectangular C-channel aluminum alloy 3" tall X 1.40" wide minimum 0.17" wall thickness material. The interior flat surface of the apron shall consist of 0.125" aluminum smooth plate. The tailboard shall finish with the outside edge of the apron frame even with the corners of the platform. The apron shall house all referenced lighting, steps, and draft tube storage. The apron shall be sufficient in design to grant a departure angle of 24 degrees. The completed tailboard assembly shall meet all other requirements of NFPA 1906 for angle of departure.

Fuel Tank Filler: The fuel filler-neck and urea filler-neck bezels shall be incorporated into the bed channel outer rail unless using an OEM standalone system. The fuel cap shall not protrude past the outer rail. The fuel tank filler shall be mounted in accordance with FMVSS 301. The fuel filler hose shall not touch any rough or sharp surfaces and shall have no kinks or restrictions. Hoses shall be supported by no more than 16" centers, have at least 6 inches clearance from the rear tire with any amount of suspension travel, and if closer than 12" to the tires, have a shield to protect it from objects that may be thrown from the tires.

Draft Suction Line Storage: Draft suction hose storage shall be mounted under the platform, between the frame rails of the truck. The draft hose box shall be a minimum of 4.75" tall, 24" wide and 100" deep. The opening shall be covered with a drop hinged, slam shut, Stainless Steel door with push button latches.

Receiver Hitch: A Class V receiver hitch shall be installed on the chassis frame. Trailer wiring and factory brake controller shall be included.

Compartments

Compartment Construction: All storage compartment walls shall be constructed from 0.125" aluminum diamond plate. Internal Frame work shall be constructed of .125" formed aluminum structural members. Compartment interiors shall be free of exposed electrical harnesses or plumbing components.

Driver's Side

Top Front Compartment(s) This compartment shall have approximate overall dimensions of 72"L X 30"H x 18"D and contain two (2) inner compartments with vertical hinged doors. The front section shall have approximate dimensions of 24"L x 30"H x 18"D with a single vertical hinged door. The rear section shall have approximate dimensions of 48"L x 30"H x 18"D with double vertical hinged doors.

Top Rear Compartment(s): This compartment shall have approximate dimensions

of 36"L X 12"H X 18"D with a horizontal hinged door.

Lower Front Compartment: This compartment shall have approximate dimensions of 36"L X 12"H X 18"D with a horizontal hinged drop door. This compartment shall be attached to the underside of the flatbed platform by its top.

Passenger's Side

Top Front Compartment(s): This compartment shall have approximate dimensions of 72"L X 30"H X 18"D and shall include one (1) compartment with double horizontal hinged doors.

Top Rear Compartment(s): This compartment shall have approximate dimensions of 36"L X 12"H X 18"D and shall include a slide out tray.

Lower Front Compartment: This compartment shall have approximate dimensions of 36"L X 12"H X 18"D with a horizontal hinged drop door. This compartment shall be attached to the underside of the flatbed platform by its top.

Storage Cages: Two (2) storage cages shall be provided and installed above the top front compartments with approximate dimensions of 72"L X 8"H X 18"D. The storage cage shall be constructed of 0.125" aluminum with a punched open mesh material as to allow free air flow from all sides, double folded top 1" section for strength and a solid bottom. Outboard surface on both sides shall be un-punched approximately 5" to accommodate application of vinyl lettering. It shall be open at the top. They shall be mounted by rubber cushion leaving a .125" gap underneath and stainless bolts with Nylock (or equal) lock nuts.

Compartment Shelves

Six (6) adjustable shelves shall be installed in the top body compartments. The shelving system shall be mounted on a punched finger style slim-line track to allow the change of elevation. Shelves shall be 17.5" in depth, width of the box, with a 2" peripheral lip. Shelves shall be constructed of aluminum and be capable of supporting 250 lbs. of live load without being damaged or permanently distorted. The shelf locations shall be as follows:

- o Two (2) in the D/S top front compartment front section
- o Two (2) in the D/S top front compartment rear section
- o Two (2) in the P/S top front compartment

Compartment Doors

All compartment doors shall be recessed into the compartment body sides. All doors shall be weatherproof and maintain contact with all points of the weather stripping. Weather stripping shall be bulb type, attached to the opening flange of the compartment opening. The doors shall have a cross-style break in each door for strength.

Door Latches and Hardware: All compartment door latch assemblies shall be installed with threaded stainless-steel fasteners, shall not be welded, and shall be easily removable for servicing or replacement. All door latch

assemblies shall be of a flush-mount, "D-handle" design, with all external components fabricated from polished, corrosion resistant stainless steel. All latches shall be of a two- position twist latch type design latching operation.

Stainless steel nuts shall be the self-locking type. All latch assemblies shall be keyed alike to 1250. Ten spare keys shall be provided.

Door Hold Devices

All vertically hinged, outward-opening compartment doors shall be provided with an over center door check to hold the door in the open position. The door check is spring type that when door latch is released the door "springs" to an open position. To release, the spring is moved from the straight position, and it folds into the "ready" to open position. It shall be attached to the top of the door and fastened to a plate bolted onto the door. All vertically hinged, outward opening compartment doors shall be capable of being closed with one hand, allowing a free hand to hold equipment or supplies.

All horizontally hinged, drop-down, outward-opening compartment doors shall open flat to the surface below. All horizontally hinged, overhead lift-up, outward opening compartment doors shall be provided with two (2) extending, gas cylinder type hold open devices, one (1) mounted vertically on each side of the compartment door opening. The pressure rating of the gas cylinders shall be carefully matched to the size and weight of the compartment door and shall hold the compartment door securely open to a greater than 90-degree angle without additional support. The gas cylinder hold openers shall dampen the upward movement of the compartment door while opening and shall allow closing of the box door without need to release any type of manual locking devices.

Body Accessories

Compartment Decking: Dri-Dek (or equal), black preferred, shall be installed in all compartment floors and shelves, and shall be resistant to fungus, mold, grease, solvents and other related chemicals.

Mud Flaps: Two (2) flexible rubber mud flaps shall be installed on both sides of the apparatus body behind the rear wheels unless otherwise specified by the Purchaser.

Reflectors: Four (4) Truck-Lite #98034R (or equal) red reflectors or equal shall be installed on the apparatus. Two (2) on each side, rear corners at the outermost practical location.

Rear Step: One (1) NFPA-compliant fold down step shall be provided and installed at the rear of the apparatus via the receiver hitch. The step shall be fabricated from heavy duty cast aluminum with spring assisted hinges. The stepping surface shall be diamond point and skid resistant so water may flow off without ice formation in cold weather use.

Grab Handles: Two (2) NFPA-compliant chrome-plated grab handles shall be provided and mounted at the rear. Location: vertical right side on manifold

enclosure, horizontal top on pump panel.

Nozzle, Nozzle Clips, and Holder: One (1) Akron (or equal) forestry nozzle shall be included per hose reel. A nozzle clip and tool holder shall be installed on the rear of the apparatus body.

Hydrant Wrench Holder: One (1) Equivalent three position captive latching type/hydrant/spanner wrench holder shall be permanently affixed to the rear facing wall of the rear compartment unless otherwise specified by the Purchaser.

Drip Torch: One (1) drip torch with a heavy-duty 15-GA aluminum canister, welded double- bottom, and full-length handle shall be provided. The torch shall meet D.O.T. approval for transport of flammable fuel UN#1B1-Y-150 and is painted red to comply with OSHA regulations 29 CFR 1910.144 while meeting USDA Spec 5100-614 and is USFS approved. The torch shall be mounted behind the rear facing wall of the rear compartment unless otherwise specified by the Purchaser.

Wheel Chocks: Two (2) ZICO (or equal) wheel chocks shall be mounted rearward of the rear wheels. One (1) wheel chock shall be mounted on each side of the apparatus.

Hose Hooks: Two (2) Hose hooks shall be provided and installed on the front and rear of the apparatus body for a total of four (4).

ELECTRICAL

Electrical System & Testing

Chassis Electrical System: The Commercial chassis electrical system shall be provided as furnished by the original manufacturer. A customized interface shall be provided and designed, so as not to disturb any of the required chassis functions. The necessary interfaces shall only be provided in areas where load management is allowed or with accessory components provided on the chassis.

Body Electrical System: All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service. Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length. To minimize the risk of thermal damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat-resistant shielded loom. All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

Junction boxes: Two (2) electrical fuse boxes (battery and ignition), for all apparatus modules, connections, relays, circuit breakers, etc. shall be located in the console between the driver and the passenger seats. All connection points shall be labelled according to function.

12-Volt Electrical System Testing and Certification: The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with air temperature between 0- and 110-degrees Fahrenheit. The

following three (3) tests shall be performed in order:

- Test #1-Reserve Capacity Test: The engine shall be started and kept running until the engine and the engine compartment temperatures are stabilized at normal operating temperature and the battery system is fully charged. The engine shall be off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.
- Test #2-Alternator Performance Test at Idle: The maximum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.
- Test #3-Alternator Performance Test at Full Load: The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.8-volts DC for a 12-volt system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.8-volts shall be considered a test failure. The battery system shall then be able to restart the engine. At time of delivery, documentation shall be provided with the following information:

- o Each component load comprising the minimum continuous electrical load
- o Additional loads that, when added to the minimum continuous load, determine the total connected load.
- o An alternator rating at idle while meeting the minimum continuous electrical load
- o Nameplate rating of the alternator

- o Electrical system performance test
- o Each individual intermittent load

Center Console

The cab shall be equipped with an angled, form-fitted control console located between the front driver's and officer's seats. This console shall be sized to accommodate the installation of a switch panel for the control of the emergency and general illumination lighting, siren controller, and customer-mounted radios. The console shall contain, at a minimum, the following components:

- o One (1) 12V indicator and 2-position 12v power points Two (2) USB charging outlet
- o One (1) Bracket and pre-wiring for customer-mounted radio
- o One (1) Grilled area for below surface emergency radio speaker mounting
- o One (1) Siren & lighting controller
- o One (1) Mini water level gauge
- o One (1) Mini foam level gauge

Electronic Siren, Speaker, & Lighting Controls: A Tamar 948L (or equal) warning light controls shall be installed in the center console. The siren shall feature a public address feature with a hardwired microphone. One Tamar SPK100 (or equal) siren speaker shall be installed behind the chassis grill. The electronic siren and speaker shall meet the NFPA required SAE certification. The entire warning light package shall be actuated by the Tamar (or equal) siren controller located in the center console. The wiring for the warning light package shall engage all lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

Warning Light Package

A TOMAR (or equal) warning lighting package shall be installed on the apparatus. All lights shall be controlled from switches in the center console. The package shall include the following:

Zone A Upper:

Lightbar w/Traffic Advisor, Take Down & Alley Spots Part# 970L-53D1-1201A TOMAR "Scorpion", 53" (or equal) fully populated dual color warning lightbar shall be rigidly mounted on the top of rear cab protection headboard.

The lightbar shall be equipped with following:

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- Dual color 24 LED Corner Flood W/ Alley spots
- (6) Dual color front facing red/white 12 LED warning modules
- (2) High powered front-facing take downs
- 6 LED front-facing steady-burn red
- (9) Rear facing 6 LED red and amber warning modules Built-in traffic advisor
- Aluminum chassis 15' Cable

Zone A Lower: Four (4) TOMAR RECT-14 (or equal), red LED Lighthoods w/ mounting flanges shall be installed on the front of the apparatus, forward facing, two (2) per side in the brush guard. Top two (2) lights on front grill steady burn red.

Zone B/D Front Lower: Two (2) TOMAR iLED (or equal) combo emergency/scene lights w/ mounting flanges shall be installed over the wheel well of the apparatus chassis, side facing, one (1) per side for use as "forward intersection" lights. The LED color shall be red/white.

Zone B/D Rear Lower: Two (2) TOMAR iLED (or equal) combo emergency/scene lights w/ mounting flanges shall be installed on the rear sides of the apparatus body, over the rear wheel, side facing one (1) per side, for use as "rear intersection" lights. The color shall be red/white.

Zone B/D Upper: Two (2) TOMAR iLED (or equal) combo emergency/scene lights w/ mounting flanges shall be installed on the upper storage basket on the apparatus body, side facing, one (1) per side for use as "rear intersection" lights. The LED color shall be red/white.

Zone C Lower: Two (2) TOMAR RECT-14(or equal), amber LED flashers w/ mounting flanges shall be installed on the lower rear of the apparatus, rear facing one (1) each side.

Warning Light System Certification

The warning light system(s) specified above shall not exceed a combined total amperage draw of 45-amps with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way" mode. The warning light system(s) shall be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications. The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

Apparatus Body Lighting

LED Strip Compartment Lights: One (1) 12" LED cargo light, or equivalent shall be provided to illuminate the compartment. Lighting shall be plastic encapsulated, shock resistant, continuous LED light segments. The LED strip lights shall be attached securely on top of each compartment opening. Each

compartment light shall be switched with a compartment lighting mechanical door switch. Each compartment light sets shall be switched with a compartment magnetic switch and relay combination. The switch trigger wire shall run up front to the console to the compartment door open warning system on the console. The system shall also hook to the parking brake switch as a stop gap initiation.

Ground/Perimeter Lights - Front Bumper & body: One (1) E-10 Tecniq (or equal) clear LED shall be provided under the front bumper housed within an enclosure sufficient to protect from damage. This light shall operate from one of the chassis upfitter switches. Four (4) E-10 Tecniq (or equal) clear LED lights shall be provided under the apparatus body, one (1) forward and one (1) aft of the rear wheel wells, both sides of the body. Two (2) 4" Maxxima (or equal) round LED lights shall be provided under the rear of the apparatus body. The lights shall be housed within an enclosure sufficient to protect from damage and water. The cab and body ground lights shall be equipped with an activation switch on the pump operator's panel.

Cluster/Clearance Lights: Three (3) round ICC LED clearance lights shall be installed at the rear of the apparatus above the bumper. Additional clearance lights shall be provided to conform to DOT, Federal, and NHTSA specifications for vehicles of 80'' wide. All lighting shall be compatible with the 12-volt chassis electrical system. Lighting shall be located according to ICC regulations.

Back-Up Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, white LED back up lights shall be provided at the rear of the body, one (1) each side, above the rear step. The backup lights shall illuminate when the chassis is placed in reverse gear and/or when the rear flood light switch is activated in the cab.

Turn Signal Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, amber LED arrow style turn signal lights shall be provided at the rear of the body, one (1) each side, above the rear step.

Brake/Tail Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, red LED combination tail/ brake lights shall be provided at the rear of the body, one (1) each side, above the rear step.

License Plate Bracket and Light

A license plate mounting bracket with LED lighting shall be installed at the rear of the body.

LED Driving Light

Two (2) TOMAR TRX-06W-AC (or equal) LED driving lights shall be mounted to the forward face of the bumper.

Battery System

Battery Charger System: One (1) Iota DLS-45/IQ4 12 Volt 45 AMP 4 Stage Automatic Smart Battery Charger (or equal) shall be provided and installed behind the rear bucket seat on the driver's side.

Auto-Eject: One (1) 20-amp 120-volt AC Kussmaul Super Auto Eject (or equal) shall be provided and installed. The Super Auto Eject shall be a completely sealed automatic power line disconnect. The unit shall mount in the rail of the rear cab protection. The cover shall be red unless otherwise specified by the Purchaser.

Shoreline Power Inlet Plate: A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

- o Type of Line Voltage
- o Current Rating in Amps
- o Power Inlet Type (DC or AC)

Battery Disconnect Switch

One (1) Solid State battery cutoff switch shall be provided in the cab. The switch shall be located on the floorboard to the left side of the driver's seat and placed as far aft as possible to prevent accidental actuation. One (1) "Battery On" indicator lights, with a green lens, shall be provided on the center console, located forward on the left side. This light shall illuminate when the battery switch is turned to the "ON" position.

Alarms

Back-Up Alarm: One (1) solid state back up alarm shall be installed at the rear of the apparatus. The backup alarm shall be wired to the reverse circuit of the transmission and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 OBA while in operation.

"Do Not Move Apparatus" Warning Light with Audible Alarm & Marker Lights: A 1" round, red flashing warning light with an integral audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door which may cause damage to the apparatus if moved. This light shall be activated when the parking brake is engaged. The labeled shall read "DO NOT MOVE TRUCK."

Cab marker lights and signaling devices shall be as provided on the commercial chassis cab from the original chassis manufacturer. Truck-Lite Model #30 or equal red LED marker lights with integral reflectors shall be provided at the lower side rear, one (1) each side and two (2) each on driver and passenger sides. Truck-Lite Model# 30 LED 3-lamp identification bar or equal shall be provided on the apparatus rear center. The lights shall be red in color.

FIRE FIGHTING SYSTEM

Fire Pump, Primer, Engine & Foam System

Pump: One (1) Hale Model HPX200-KBD24 pump (or equal) shall be installed and must perform to the standards of NFPA 1906 low pressure pump rating. Maximum pump performance from 5' draft at sea level shall be: 100 GPM@ 150 PSI, 175 GPM@ 100 PSI and 250 GPM@ 50 PSI. Note: It is understood that these performance points are for the pump as supplied from the pump manufacturer without any manifold, and that the actual flow may be decreased slightly when installed on the unit.

Engine: One (1) 4-cycle Kubota D902-E4B-KEA-2 diesel engine (or equal) with overhead cam and water-cooled design shall be installed. Maximum shall be 24.8 hp@ 3600 rpm and shall be designed to meet current CARB (California Air Resources Board) and EPA (Environmental Protection Agency) Tier 4 standards. A 12-volt electric system shall be installed with an electric starter and 45A alternator.

Engine shall be equipped with a muffler and USDA approved spark arrestor. The engine and pump shall be isolation mounted.

Engine Fuel Supply: The pump engine shall siphon fuel from the chassis fuel tank via an electric fuel pump. Siphoning shall occur at a level 1.50" above the chassis siphon system.

Primer: One (1) positive displacement, oil-less, rotary vane, electric motor-driven priming pump, conforming to the NFPA requirements, shall be provided and installed on the cross member at the left rear of the body. The primer pump body shall be fabricated from heat-treated anodized aluminum for wear and corrosion resistance. The primer pump electric motor shall be of a 12 VDC totally enclosed design. The priming pump shall not require lubrication from an external source. The priming pump shall be operated by a single push-pull control valve mounted on the pump operator's panel. The control valve shall be constructed of bronze.

Foam System: One (1) Scotty Through-the-Pump foam system (or equal) shall be installed on the completed unit. The unit shall consist of an eductor and proportioning valve between the inlet and discharge side of the pump. When in operation, it shall draw water flow from the discharge side, route it through the eductor and proportioning valve, draw foam concentrate through the proportioning valve, and provide foam solution back into the inlet side of the pump. Note: When the foam system is in operation, all discharges, including the tank fill, shall be supplied with foam solution. The foam system shall be capable of adjusting the foam concentration up to .5%.

Water & Foam Tank

Water Tank: One (1) 450-gallon water tank shall be provided and installed.

Foam Tank: One (1) 12-gallon foam tank shall be integrated with the water tank.

Tank Construction: The tank shall have a footprint of 59.50" W x 75.50" L. The tank shall be designed to be completely independent of the platform structure and compartments and shall be equipped with removable lifting eyes to facilitate ease of removal. All exposed edges on the tank and fill tower shall be rounded off to a 0.25" radius. The tank shall be fabricated with 0.50" thick, non-corrosive stress relieved polypropylene, gloss black in color and U.V. stabilized for maximum protection. Materials used shall be compatible with firefighting foams, retardants, and wetting agents. All joints and seams shall be extrusion double welded and tested for maximum strength and integrity.

The transverse baffle partitions shall be manufactured of the same material as the main body and extend from the floor of the tank to the cover to allow for positive welding and maximum integrity. Baffling shall meet or exceed NFPA 1901. All baffle partitions shall interlock with one another and be welded to each other, as well as to the walls of the tank. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments.

All internal piping shall be constructed of schedule 80 polypropylene pipe. The tank shall have a vent overflow pipe that extends through the tank and exits under the vehicle. The tank sump shall have a plate welded approximately 2" above the sump to prevent water swirl. There shall be piping inside the tank with a suction tube to the sump. The suction tube shall extend down through the anti-swirl plate and baffles. All fittings in the tank shall be heavy duty polypropylene and shall be welded inside and outside using industry acceptable practices. Tank inlets shall have flow deflectors inside the tank. The end wall of the tank, closest to the pump mount location shall have vertical translucent panel sight gauges for water and foam.

Fill Towers: The tank shall have two (2) manual fill towers with vents. One (1) fill tower shall be for water. One (1) fill tower shall be for foam. The towers shall be constructed of 0.50" polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The towers shall be located at the rear corners of the tank. The towers shall have 0.25" thick removable polypropylene screens and a PT3 polypropylene hinged cover. A combination vent and overflow pipe shall be fastened inside the fill towers, approximately 1.50" down from the top.

Tank Outlets: One (1) 3" female NPT tank to pump suction fitting shall be located on the driver's side rear facing wall of the tank.

Tank Inlets: One (1) 1" female NPT tank fill fitting with flow deflector shall be located on the driver's side rear facing wall of the tank.

Intake/Discharge Plumbing & Valves

Plumbing Specifications: All plumbing shall be stainless-steel pipe or high-pressure hose. High- pressure hose and hump hose connections shall be installed where vibration or chassis flexing may damage or loosen piping. Victaulic fittings (or comparable) shall be utilized to join plumbing.

Valves: All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair, or replacement. The discharge and intake valves shall be either direct actuated quarter turn type or control rods directly connected to the valve handle from the rear mounted pump panel.

Caps: All discharges and intakes shall have NST thread brass chrome rocker lug style caps with chains unless designed to be pre-connected or otherwise specified.

Suction

Intake Manifold: One (1) 3" stainless-steel manifold shall be connected to the inlet side of the pump.

Tank to Pump: One (1) 3" tank to pump valve labeled "TANK TO PUMP" shall be attached to the intake manifold. The valve shall be plumbed to the tank by 3" stainless-steel pipe and hump hose.

Primary Suction: One (1) 2.5" primary suction valve labeled "SUCTION 2.5" shall be attached to the intake manifold. The valve shall be plumbed to the intake by 2.5" stainless-steel pipe. The intake shall terminate with a NHM fitting. A removable intake screen shall be installed to prevent debris from entering the pump.

Discharge

Discharge Manifold: One (1) 2.5" stainless-steel manifold shall be connected to the discharge outlet of the pump. Discharge valves shall be attached to the discharge manifold by welded pipe nipples. The manifold shall include a quarter turn petcock drain valve at the base.

Rear Discharge: One (1) 1.5" valve labeled "REAR DISCHARGE 1.5"" shall be attached to the discharge manifold. The discharge shall face the rear of the apparatus and terminate with a NHM fitting.

Mid Body Discharge(s): One (1) 1.5"" valve labeled "MID BODY DISCHARGE 1.5"" shall be attached to the discharge manifold. The discharge shall be plumbed with stainless steel pipe through the water tank and shall connect to the two (2) operational valves one (1) on each side of the body via T-adaptor. The discharge shall terminate with a NHM fitting.

Tank Recirculation: One (1) 1" valve labeled "RECIRCULATE" shall be attached to the discharge manifold. The valve allows for recirculation of water when discharge valves are closed and for the pump to be used to refill the water tank.

Hose Reel(s) & Booster Hose

Hose Reel Location: Two (2) Hannay brand model# EPF 30-23-24 (or comparable) shall be provided and installed at the rear of the apparatus body, on top of the top rear compartments.

Hose Reel Specifications: The hose reels shall have capacity for 150' of 1" booster hose. The hose reel outlet connection shall be 1" NPSH thread. The hose reel shall include a 2/3 HP 12V electric motor for rewinding the hose. The rewind control shall be located on the rear section of the hose reel frame. The hose reel shall include a 70-amp breaker. The hose reel shall also include manual rewind capability.

The pinion shaft for the manual rewind gear shall have an adjustable tension brake controlled at the reel. Two (2) FH3 captive roller assembly, or equivalent, shall be included with the reels. The frame and drum shall be fabricated of steel with aluminum powder coat finish and the sprocket shall be chrome plated to minimize maintenance.

Booster Hose: 150' of Reel Lite 1" booster hose (or comparable) shall be provided and installed on the hose reels. The booster hose shall be well suited for fighting applications. The booster hose shall be non-collapsible and extremely kink resistant, even at low pressure, with a bend radius of less than 3.5". The booster hose shall include circular woven construction, single jacket, and combined with a helical interior reinforcement.

Instrument Panel

The instrument panel shall include the following components:

- o Pump Engine OFF/RUN/START Control
- o Engine Ignition ON Warning Light
- o Primer Control
- o Throttle Control
- o Oil Pressure Warning Light
- o Coolant Temperature Warning Light
- o One (1) E-03 Tecniq LED Light and Switch for Panel Illumination
- o Tachometer/Hour Meter

Intake & Discharge Pressure Gauges: One (1) 2.5" compound pressure gauge shall be provided and installed on the pump panel. The gauge shall display 30 inHg to 400 PSI. The gauge shall be Class 1 brand or equivalent.

Water & Foam Level Gauges: One (1) water level gauge and (1) foam level gauge shall be provided and installed. The gauges shall be FRC "TANKVISION PRO" model or equivalent. The gauges include ultra- bright LEDs for sunlight readability and two wide-viewing lenses for 180 degrees of clear viewing. The gauges include a self-calibration feature to allow for use on

tanks of different shapes and sizes. The gauges shall flash when the tank level reaches 25% capacity. The gauge level indicators shall be driven by a pressure transducer mounted low on the tank to sense static water pressure.

PAINT, GRAPHICS & LABELS

Cab Paint

- The chassis cab shall be painted solid Yellow at the OEM. If yellow not available from factory, truck shall be painted to match HDOT ARFF yellow.

Compartment Door Paint

The compartment door shall be painted to match the chassis cab.

Data & Safety Labels

The following labels and signs shall be affixed to the apparatus:

Apparatus Fluid Type and Quantities: A permanently mounted label displaying the following information shall be installed in the apparatus interior near the driver's seat.

- o Pump Engine Oil
- o Pump Transmission Lubrication Fluid
- o Pump Primer Fluid (if applicable)
- o Chassis Engine Oil
- o Chassis Engine Coolant
- o Chassis Transmission Fluid
- o Chassis Drive Axle(s) Lubrication Fluid
- o Chassis Air Conditioning Refrigerant
- o Chassis Air Conditioning Lubrication Oil
- o Chassis Power Steering Fluid
- o Chassis Front Tire Cold Pressure
- o Chassis Rear Tire Cold Pressure
- o Chassis Maximum Tire Speed Rating
- o Chassis Manufacturer
- o Chassis Production Number
- o Chassis Year, Month Manufactured
- o Chassis Vehicle Identification Number

Unit Identification Placard: A unit identification placard shall be installed on the center console. The placard shall state the name and address of the apparatus manufacturer and the apparatus unit number.

Pump Operating Instructions & Specifications: An identification plate shall be provided near the instrument panel with step-by-step pump operating instructions and pump specifications.

Component Labels: All controls, valves, gauges, ports, drains, and other components shall be labeled.

Warning Labels: The following warning labels shall be installed in the chassis cab and be visible from the driver's seating position.

- "Maximum number of personnel the vehicle is designed to carry (5)."

"DANGER: Personnel must be seated, and seat belts must be fastened while the vehicle is in motion. Death or serious injury may result when the apparatus is in motion."

- "DO NOT MOVE APPARATUS WHEN LIGHT IS ON"

- "This apparatus is equipped with an air filter ember protection screen. Routine inspection is required."

- "WARNING: Noise hazards occur during siren operation."

Chevrons

The interior diamond plate surface of the tailboard apron shall be covered with diamond grade reflective chevrons to meet NFPA requirements. The diamond grade will be specified by the customer prior to completion of build.

OTHER

Detailing & Finalization

The apparatus shall be detailed and thoroughly tested to ensure proper operation of all systems. The finalization process includes paint touch up, caulking, washing and detail, checking fluid levels, etc.

Operation, Service, & Certification Material

The following materials shall be provided with the completed apparatus:

- Operator Safety Information
- Pump Operation and Troubleshooting Instructions
- Maintenance and Lubrication Information
- Component Literature
- Replacement Parts List

- o Electrical Diagrams
- o Pump Test Certificate
- o Weight Certificate
- o Warranty Information

Warranty

The apparatus shall be covered by a 1-year limited warranty. Warranty includes parts and workmanship.

Final Inspection & Delivery

The bidder shall provide one (1) pre delivery inspection prior to the delivery of the vehicle, at the manufacturer, for one (1) Hawaii Department Transportation, Airports, Aircraft Rescue Fire Fighting (ARFF) representatives. The inspection trip(s) shall be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the bidder or unless otherwise agreed upon.

Any discrepancies as to the minimum specifications as indicated by the authorized HDOT ARFF Project Manager shall be corrected before shipment and shall not deem to mean within the workdays specified in the Pre-Delivery inspection trip.

A manufacturers Quality Assurance checklist shall be provided to the HDOT ARFF Pre-Delivery inspection team at the time of the pre-Delivery inspection.

PROPOSAL

PROPOSAL TO
THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT:

Furnishing and Delivery of
One (1) Type 6 Brush Truck at
Daniel K. Inouye International Airport,
Honolulu, Oahu, Hawaii and One (1) Type
6 Brush Truck at Lihue Airport,
Lihue, Kauai, Hawaii

PROJECT NUMBER:

FS1220-27

DELIVERY SCHEDULE:

Delivered within NINETY (90)
CALENDAR DAYS from date of Notice to Proceed
to the Department of Transportation at the
Daniel K. Inouye International Airport,
Honolulu, Oahu, Hawaii and Lihue Airport,
Lihue, Kauai, Hawaii

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

Jonathan Tabudlo
Airport Fire Commander
Telephone No.: (808) 836-6618
Email: jonathan.w.tabudlo@hawaii.gov

NOTES:

Bid, Performance and Payment Bonds
are not required for this Project.

ELECTRONIC SUBMITTAL:

Bidders shall submit and upload the complete proposal to HiePRO 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 HiePRO. See SPECIAL PROVISIONS 2.3 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

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. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

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.

PREFERENCES

Bidders agree that:

1. Preferences are considered in the evaluation of bids; however, the award of the contract will be in the amount of the bid offered exclusive of any preferences.
2. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder shall certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Officer Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,
and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE

FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK
AT DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU, HAWAII

AND

ONE (1) TYPE 6 BRUSH TRUCK AT
LIHUE AIRPORT, LIHUE, KAUAI, HAWAII

PROJECT NO. FS1220-27

SCHEDULE A

ITEM	DESCRIPTION
1	ONE (1) TYPE 6 BRUSH TRUCK AT DANIEL K. INOUE INTERNATIONAL AIRPORT, as described in Section 11 of the specifications. Make: _____ Manufacturer: _____ Model Name: _____ Model No.: _____ a. Unit Bid Price: _____ b. Truck Pre-Delivery Inspection Trip: _____
TOTAL AMOUNT FOR COMPARISON OF BIDS: _____	
SCHEDULE A (a + b)	

PROPOSAL SCHEDULE

FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK
AT DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU, HAWAII

AND

ONE (1) TYPE 6 BRUSH TRUCK AT
LIHUE AIRPORT, LIHUE, KAUAI, HAWAII

PROJECT NO. FS1220-27

SCHEDULE B

ITEM

DESCRIPTION

**ONE (1) TYPE 6 BRUSH TRUCK AT LIHUE AIRPORT, as
described in Section 11 of the specifications.**

Make: _____

Manufacturer: _____

Model Name: _____

Model No.: _____

c. Unit Bid Price: _____

d. Truck Pre-Delivery
Inspection Trip: _____

TOTAL AMOUNT FOR COMPARISON OF BIDS: _____
SCHEDULE B (c + d)

PROPOSAL SCHEDULE

FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK
AT DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU, HAWAII

AND

ONE (1) TYPE 6 BRUSH TRUCK AT
LIHUE AIRPORT, LIHUE, KAUAI, HAWAII

PROJECT NO. FS1220-27

PROPOSAL SCHEDULE SUMMARY

Total Amount for Comparison of Bids
Schedule A

\$ _____

Total Amount for Comparison of Bids
Schedule B

\$ _____

FURNISHING AND DELIVERY OF ONE (1) TYPE 6 BRUSH TRUCK
AT DANIEL K. INOUE INTERNATIONAL AIRPORT,
HONOLULU, OAHU, HAWAII
AND
ONE (1) TYPE 6 BRUSH TRUCK AT
LIHUE AIRPORT, LIHUE, KAUAI, HAWAII

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 statements:

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.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall grounds for rejection of bid.
4. If discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than or approximately equal to the funds available for this project, an award will be made to the lowest responsible and responsive bidder.
6. Bidder may bid on any item 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 item. If a bidder is determined the lowest bidder for multiple items, one combined contract will be awarded.

7. Bidders shall submit and upload the complete proposal to HiePRO 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 HiePRO. 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 HiePRO.

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

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

FORMS

CONTRACT

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_INCORPORATION», 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»-----
ATE EXTRAS»DOLLARS (\$«EXT

«ST shall be provided from State funds. RA_NUMERIC») is hereby provided for extra work and shall be provided from State funds. All words used herein in the singular

plural shall extend to and include the plural. All words used in the singular shall extend to and include the plural. 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