## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you may not receive addenda, if any, and your offer may be automatically rejected and not considered for award.

## **Registration or Request for Copy of Solicitation**

Submit FAX or E-MAIL to:	FAX No.: E-mail Address:	(808) 587-1244 marc.s.yamamoto@hawaii.gov

## **Provide the following information:**

- Name of Company - Telephone Number

- Name of Contact Person
- Mailing Address Facsimile Number - E-Mail Address
- Solicitation Number
- FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)

## Late submittals for this solicitation will not be reviewed by this agency.

## OFFERORS ARE ADVISED TO CAREFULLY REVIEW ALL OF THE SPECIFICATIONS.

## PRIOR TO DELIVERY, CONTRACTOR SHALL PROVIDE THE FOLLOWING REQUIRED DOCUMENTS TO THE STAFF AT:

OFFICE SERVICES Department of Public Safety 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814

- Hawaii Safety Inspection Certificate (in duplicate) and decal 1.
- Application for Registration of Passenger Carrying Motor Vehicle Form 2.
- 3. Odometer Certificate
- Notarized Certificate of Bill of Sale (not required for Oahu dealerships) 4.
- Certificate of Origin 5.
- Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; 6. 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 shall be unacceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicles delivered will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of the 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 acquisition of State of Hawaii license plates. (See: Special Provisions pages SP-9 and SP-10)

STATE OF HAWAII DEPARTMENT OF PUBLIC SAFETY HONOLULU, HAWAII

Legal Ad Date: MAY 14, 2018

# INVITATION FOR BIDS NO. PSD 18-SD-35

## SEALED BIDS FOR FURNISHING AND DELIVERING

## VARIOUS VEHICLES FOR THE SHERIFF DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

## MAY 25, 2018

in the Administrative Services Office – Procurement and Contracts Unit, Department of Public Safety, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation may be directed to Mr. Marc Yamamoto, telephone (808) 587-1215, fax (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

Nolan P. Espinda, Director Department of Public Safety

Name of Company

#### DEPARTMENT OF PUBLIC SAFETY PSD 18-SD-35 Various Vehicles For The Sheriff Division

Procurement Officer Department of Public Safety State of Hawaii 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 103D Effective (10/17/2013), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check  $\sqrt{$  one only)

Offeror is:	Hawaii business incorporated or or Compliant Non-Hawaii business of Hawaii, but registered at the State Business Registration Division to do State of incorporation: Sole Proprietor Partnership Other	not inco of Haw busines	orporated or org aii Department o ss in the State o Corporation	anized of Com f Haw	d under the laws of the State Imerce and Consumer Affairs aii.
Federal I.D	. No.:				
Hawaii Gen	neral Excise Tax License I.D. No.:				
Payment ac	ddress (other than street address below	w):			
	City, State, Zip C	code:			
Business ac	ddress (street address):				
	City, State, Zip C	code:			
		Res	pectfully submit	ted:	
		(x)			
5.			Authorized (C	rigina	I) Signature
Date:					
Telephone	No.:		Name and Tit	le (Ple	ase Type or Print)
Fax No.:		*			
E us sil. A slalus			Exact Legal	Name	e of Company (Offeror)
E-mail Addre	ess:	fu	mish the exact le	egal na	"division" of a corporation, me of the corporation contract will be executed:

The following offer is hereby submitted for PSD 18-SD-35, furnishing and delivering Various Vehicles for Sheriff Division, as specified herein:

Bid Item No. 1: Two (2) Police Package Sedans, as specified:

	Year_		Manufact	urer		
	Make a	and Model No.:				
	a.	Transmission type:	Automatic	Num	per of Speeds: _	
	b.	Engine Size – Num	ber of liters &	cylinders:		
	C.	EPA Mileage:	City:		Highway: _	
	d.	Fuel type: (CHECK	AS APPROF	PRIATE)	E-10:	E-85:
				UNIT BID	PRICE: \$	
			Q	uantity		<u>2</u>
			Т	OTAL BID	PRICE \$	
	·	pecified, for Operat			( <u>DO</u>	ailable): \$ NOT include in Bid Price)
		License No.:				
		n:				
		.:				
Service	e and R	epair Facility on Oa	ahu:			
Name:						
Address	S:					
Telepho	one No	.:				
Contact	Perso	n:				
* Vehicl	e will b	e delivered and invo	biced within	da	ays from the date	e of the Notice to Proceed.
than	NINE <sup>-</sup> mence	<b>FY to ONE HUNE</b>	DRED FIFT	( (90-150)	calendar day	red and invoiced no later /s from the date the ance with the following
		resses: : Two (2) Police Pa Sheriff Division 1177 Alakea Street Honolulu HI 96813		ans as spe	<u>cified:</u>	
		Contact Person: De	puty Bruce Y	onesaki	Telephone: (8	808) 223-1703
				Offeror:		
Bid Iter	n No. 2	2: One (1) SUV - Car	nine Police F	Packaged		any Name zified:
					,	

Year_	Manufacturer
Make	and Model No.:
a.	Transmission type: Automatic Number of Speeds:
b.	Engine Size – Number of liters & cylinders:
С.	EPA Mileage: City: Highway:
d.	Fuel type: (CHECK AS APPROPRIATE)       E-10:       E-85:
	UNIT BID PRICE: \$
Manuals, as s	specified, for Operator, factory service & repair, etc. (if available): \$
Offeror's State	Elicense No.:
	n:
	.:
	Repair Facility on the island of Oahu:
Name:	
Address:	
Telephone No	.:
Contact Perso	
* Vehicle will k	be delivered and invoiced within days from the date of the Notice to Proceed.
than NINE	icles furnished under these specifications shall be delivered and invoiced no later TY to ONE HUNDRED FIFTY (90-150) calendar days from the date the ement Date specified on the Notice to Proceed in accordance with the following
Delivery Add	lress:
Bid Item No.:	2: <u>One (1) SUV - Canine Police Packaged Vehicle, as specified</u>
	Sheriff Division 1177 Alakea Street #400 Honolulu HI 96813
	Contact Person: Deputy Bruce Yonesaki Telephone: (808) 223-1703
	Offeror:
	Company Name
Bid I tem No.	3: One (1) SUV Patrol Vehicle, as specified:
Year _	Manufacturer

ſ	Make and Model No.:		
ć	a. Transmission type: Automatic Nur	mber of Speeds:	
k	b. Engine Size – Number of liters & cylinders	:	
(	c. EPA Mileage: City:	Highway:	
C	d. Fuel type: (CHECK AS APPROPRIATE)	E-10:	E-85:
	UNIT BID	PRICE: \$	
Manual	ls, as specified, for Operator, factory service	• <b>&amp; repair</b> , etc. ( ( <u>DO</u>	( <b>if available):</b> \$ <u>NOT</u> include in Bid Price)
Offeror's	s State License No.:		
Contact	Person:		
Telepho	ne No.:		
Service	and Repair Facility on the island of Hawaii		
Name:			
Address	:		
Telepho	ne No.:		
Contact	Person:		
* Vehicle	e will be delivered and invoiced within	<b>days</b> from the dat	e of the Notice to Proceed.
later 1 Comn	E: Vehicles furnished under these specificat than NINETY to ONE HUNDRED FIFTY (90- nencement Date specified on the Notice ving schedule:	150) calendar (	days from the date the
<u>Deliver</u>	y Address:		
Bid Iten	m No. 3: One (1) SUV Patrol Vehicle, as spe	ecified	
	Sheriff Division Kona Unit		
	Contact Person: Deputy Bruce Yonesaki	Telephone: (	(808) 223-1703
	Offeror		
		Com	bany Name

Bid Item No. 4: One (1) Custody Transport Vehicle as specified:

	Year	Manufacturer
	Make	and Model No.:
	a.	Transmission type: Automatic Number of Speeds:
	b.	Engine Size – Number of liters & cylinders:
	C.	EPA Mileage:   City:   Highway:
	d.	Fuel type: (CHECK AS APPROPRIATE)       E-10:       E-85:
		UNIT BID PRICE: \$
Manua	als, as s	pecified, for Operator, factory service & repair, etc. (if available): \$ (DO NOT include in Bid Price)
Offero	r's State	License No.:
		n:
		Repair Facility on the island of Oahu:
Name:		
Addres	ss:	
Teleph	none No	
Conta	ct Perso	n:
* Vehio	cle will k	be delivered and invoiced within days from the date of the Notice to Proceed.
than Corr	NINE	cles furnished under these specifications shall be delivered and invoiced no later TY to ONE HUNDRED FIFTY (90-150) calendar days from the date the ment Date specified on the Notice to Proceed in accordance with the following
Delive	ery Add	iress:
<u>Bid Ite</u>	em No. 4	I: One (1) Custody Transport Vehicle, as specified
		Sheriff Division 1177 Alakea Street #400 Honolulu HI 96813
		Contact Person: Deputy Bruce Yonesaki Telephone: (808) 223-1703
		Offeror:
		Company Name

## **RADIO SPECIFICATIONS**

### P25 Technology Standards

"Project 25 (P25) is a set of standards produced through the joint efforts of the Association of Public Safety Communications Officials International (APCO), the National Association of State Telecommunications Directors (NASTD), selected Federal Agencies and the National Communications System (NCS), and standardized under the Telecommunications Industry Association (TIA). P25 is an open architecture, user driven suite of system standards that define digital radio communications system architectures capable of serving the needs of Public Safety and Government organizations. The P25 suite of standards involves digital Land Mobile Radio (LMR) services for local, state/provincial and national (federal) Public Safety organizations and agencies. P25 open system standards define the interfaces, operation and capabilities of any P25 compliant radio system. A P25 radio is any radio that conforms to the P25 standard in the way it functions or operates. P25 compliant radio scan communicate in analog mode with legacy radios and in either digital or analog mode with other P25 radios. The P25 standard exists in the public domain, allowing any manufacturer to produce a P25 compatible radio product."

From a local perspective, the SCIP (State Communications Interoperability Plan, State of Hawaii) committee, in their "Strategic Initiatives" released the following (excerpts) in their November 15, 2007 publication:

The HWIN Executive Committee approved the following P-25 technology standards for Hawaii:

All purchases of Land Mobile Radio systems and subscriber voice communications systems and equipment intended for use by public safety or first responders within the State of Hawaii after December 31, 2008 shall be governed by the following requirements:

i. Communications systems and equipment purchased shall be compliant with the P-25 Phase 1 suite of standards. All subscriber equipment shall at a minimum include a P-25 Phase 1 enhanced full rate vocoder and be fully functional using 12.5 kHz channelization.

## MINIMUM DETAILED SPECIFICATIONS

## BID ITEM NO. 1: (2) Police Package Vehicles - Sedan

#### **General Specifications:**

- 1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
- 2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
- 3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
- 4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
- 5. Vehicle shall be completely serviced and in full operational condition upon delivery.
- 6. Accessory or standard equipment installed on the vehicle shall by fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- 7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- 8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

## **BID ITEM NO. 1 – DETAILED SPECIFICATIONS**

1.	Model: 2018 or newer Police Package production model, rear wheel drive (no exceptions), meeting the minimum specifications herein.	
2.	Wheel Base:	114 inches.
3.	Engine:	6 cylinder minimum, minimum 275 HP, Gasoline powered (Unleaded) with flex fuel capabilities, Factory heavy duty cooling system, coolant recovery system, Minimum 170 amp alternator capacity, Minimum 250 torque lbs.
4. highwa	Mileage: ay.	Minimum fuel mileage 15mpg city/20 mpg
5.	Transmission:	Minimum 5 forward speed 1 reverse speed automatic, exterior transmission cooler.
6.	Differential:	Traction control, limited slip differential.
7.	Battery:	12 volt battery with minimum (CCA) 700 amps.
8.	Steering:	Tilt and telescoping steering column, Powered assisted with stability control system.
9.	Brakes:	4 wheel disk brakes with anti-lock and stability control.
10.	Tires & Wheels:	18 inch steel wheels with 18 inch tire speed rated "W", With full size spare, tire pressure monitoring system.
11.	Trunk:	Inside emergency trunk release, Setina trunk mounted equipment tray to support emergency lighting system and radio equipment installed to manufacturer's specifications and approved by Sheriff Division representative.
12.	Exterior:	Vehicle color shall be white, with foldaway type powered mirrors (driver and passenger side).
13.	Body, Interior	Floor mounted aluminum/steel Havis C-VS-0809 center console unit to support and mount emergency response equipment (control heads for emergency lighting system, siren, and communications equipment) which must be installed to manufacturer's specification and approved by Sheriff Division representative. Side curtain air bags front and rear. Dual front air bags (SRS). Standard upholstery. Full Headlining and side paneling.

mats.		Driver's, front passenger and rear passenger's powered windows shall roll down electronically. Factory gauge package. Factory standard radio. Factory front Air conditioning package (CFC Free). Accessory type front and rear rubber floor
mais.		Powered door locks (all 4 doors). Rubberized floor covering front row seating areas.
14.	Electrical:	Factory installed power distribution system to support law enforcement equipment (for radio, emergency lighting system, siren, etc.).
15.	Other: Rear wind	low defroster 2.1/2 lb. ABC dry chemical fire extinguisher mounted on the removable brackets inside vehicle trunk. 4 complete sets of keys for the vehicle. Operator's manual. 1 set of Service and Repair manuals.
16.	Interior custody area:	Setina rear door guards with vertical steel window barriers or equivalent. Setina XL2 custody partition with horizontal sliding window that is compatible with air bag safety system of the vehicle. Setina "Smart Belt" system. Setina Space saving rear hard plastic custody seat with center pull seat belts. Installation of this equipment must be performed to manufacturer's specifications and approval through Sheriff Division representative.
17.	Push Bumper:	Setina Model Series PB450L4 push bumper installed to manufacturers specifications, must not interfere with the vehicle manufacturer airbag supplemental restraint systems, push surface must be a mar resistant heavy duty rubber, entire push bumper and rubber surface must be black in color.
18.	Lighting and siren package:	Emergency lighting package to be installed by factory certified technician to manufacturer specifications. Warranty to cover equipment and installation for a period of 3 years upon acceptance of vehicle. Installation to be reviewed and approved by Sheriff Division representative.

Equipment to be used shall be one of the two listed emergency lighting equipment packages. There will be no substitutions allowed. Packages listed alphabetical order. Federal Signal:

- 1 Qty Valor 44" Cal programming (VALR44S-CAL2) with hook up kit.
- 1 Qty Smart Siren Platinum 2000B (SSP200B)
- 1 Qty Dynamax ES100C Speaker (ES100C)
- 1 Qty Dynamax ES100C Speaker Bracket (to be determined by vehicle)
- 1 Qty Rumbler 3 with Speaker Bracket t(to be determined by vehicle)
- 1 Qty Inline Corner LEDS R/B (416200-43)
- 1 Qty Inline Corner LEDS Blue (416200-33)
- 4 Qty Impaxx 6 Blue/Red (IPX620B-BR)
- 2 Qty Impaxx 6 Grill Bracket (IPXGRL-1)
- 1 Qty Vehicle appropriate headlight flasher kit
- 1 Qty Vehicle appropriate tail light flasher kit
- 1 Qty Vehicle appropriate trunk lid bracket (pair)

Please see attached Valor light bar diagram for LED module assignment.

Whelen:

- 1 Qty Legacy Duo (G8SP3JHPSD) with hook up kit.
- 1 Qty CANTROL system with CANCTL6 rotary controller
- 1 Qty Siren Speaker (SA315P) with SAK bracket for appropriate vehicle.
- 1 Qty Howler (HWLDC15) System
- 1 Qty Headlight flasher kit for appropriate vehicle
- 1 Qty Sidekick for appropriate vehicle (SK02RB)
- 1 Qty Rear Deck lighting (AVN1R & AVN1B)
- 1 Qty Internal rear trunk lighting (WIONR & WIONB) with appropriate swivel mount.
- 2 Qty LED Hide-A-Ways (VTX609C)
- 1 Qty LED Hide-A-Ways (VTX609R)
- 1 Qty Grill Lights (LINZ6R & LINZ6B) with brackets (RBKT1)

Please see attached Legacy DUO diagram for LED Module assignment.

- 19. Kenwood VM6000: Vendor must provide Kenwood VM6000 mobile radio with AES encryption, P25 Phase 2 firmware to support Conventional and Trunking operations, programming to meet Sheriff Division communications requirements, and installation. Installation and programming to be approved and coordinated with Sheriff Division project manager.
- 20. Vinyl decals: Development and production of 3m vinyl decals utilizing reflective control tach products. Item developed shall be reviewed by the Sheriff Division representative prior to production and placement onto vehicle to ensure specifications and products meets or exceeds what is currently in use by the division. Please see attached photograph for reference as to what is expected to be developed and produced.



21. Manufacture Warranty (minimum) 3 year 36,000 mile bumper to bumper, 5 year 100,000 mile Drive train, 5 year corrosion protection.

## BID ITEM NO. 2: One (1) SUV - Canine Police Packaged Vehicle

## **General Specifications:**

- 1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
- 2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
- 3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
- 4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
- 5. Vehicle shall be completely serviced and in full operational condition upon delivery.
- 6. Accessory or standard equipment installed on the vehicle shall by fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- 7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- 8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

SPEC	IFICATIONS	S-7	PSD 18-SD-35
13.	Body, Exterior:	Four side doors with rear lift door (SUV). Dual exterior rear side view mirrors. Reverse rear backup sensors (minimum: two	sensors).
12.	Body, Interior	5 Passenger seating capacity. Dual front air bags (SRS). Standard upholstery. Full Headlining and side paneling. Driver's, front passenger and rear passenger's windows shall roll down electronically. Gauge package. Factory standard radio. Factory front Air conditioning package (CFC F Accessory type front and rear rubber floor mat Powered door locks.	- ree).
11.	Suspension	Axles, springs and shock absorbers must mee Manufacturers and Federal GAWR requirement the GVW submitted. Heavy duty suspension off-road suspension p Heavy duty skid plates – front.	nts for
10.	Tires & Wheels:	Vehicle must be equipped with all-terrain tires Tires and Wheels shall meet manufacturer's a Federal GAWR requirements for GVW submit Traction assists vehicle stability system. Minimum 17 inch steel rim Front and Rear Full Size Spare tire.	and
9.	Brakes:	4 wheel anti-lock system, 4 wheel disk brakes	i.
8.	Steering:	Powered assisted with Stability Control System	m.
7.	Electrical System:	12 volt with dual heavy duty battery system w secondary battery.	ith isolated
6.	Transmission:	Minimum 5 forward speed 1 reverse speed au four wheel drive, exterior transmission cooler.	
5.	Miles Per Gallon:	15 city miles / 20 Highway miles per gallon.	
4.	Engine 8 cylinder minimu	m, minimum 300 HP, Gasoline powered (Unleaded) with Flex fuel capabilities Factory heavy Cooling system, Coolant recov System, Minimum 200 amp Alternator capacit Minimum 300 torque lbs.	ery
3.	Wheel Base	110 inches minimum, 160 maximum.	
2.	G.V.W Rating:	6,000 Lbs. Minimum capacity.	
1.	Model: 2018 or later. Poli	ce Package Utility Vehicle, frame on chassis production model, rear wheel drive, m minimum specifications herein.	neeting the

Maximum vehicle height 86 inches. Minimum Ground Clearance: 6 inches.

- 14. Color Paint: White.
- 15. Other: Minimum 17-gallon fuel Gasoline powered (unleaded)

with Flex Fuel capabilities capacity.
2.1/2 lb. ABC dry chemical fire extinguisher
mounted on the removable brackets inside vehicle
near to driver.
All power door locks to be controlled by driver
only, except that the front passenger door locks
and window to be also operative by front passenger.
4 sets of keys
Operator's manual.
Service and Repair manuals.
Dealer installed window tint to be installed on all available
windows. Tint film to be determined by project manager.

16. Emergency Response Equipment:

The contractor shall furnish and install the specified equipment. All labor, shop supplies, and equipment shall be provided for a fully functional system on each vehicle at time of delivery.

Scope of work:

The installing subcontractor shall provide initial installation AND programming of equipment. Post installation local warranty service on the aftermarket emergency lighting and siren equipment specified during the manufacturers printed warranty period for equipment installed. All LED modules shall have a 5 year printed warranty. <u>Installer shall meet with officer in charge prior to equipment installation to confirm layout, switch sequence, and programming</u>. All work shall be done on island of Oahu. Equipment installed must be a full Whelen or Federal Signal emergency response system. No mixing of the two systems will be accepted.

Equipment Specifications:

#### Siren and Lighting Controller:

Whelen CanTrol CANWC1 w/ CANCTL6 and (2) SA315P or FedSig SmartSiren Platinum SSP300B w/ (2) ES100C speaker. Siren shall be installed and programmed according to instructions provided by the officer in charge

#### Low frequency speaker:

Whelen HOWLER w/ HWLRB25 brackets, system shall include (2) speakers and amplifier.

<u>Front Windshield:</u> Whelen ISFW series (12) lamp WeCan DUO red/wht & blu/wht or FedSig Spectralux ILS SIFZS series split headliner DUO red/wht & blu/wht

Rear Glass: Whelen ITRAYW10 (10) lamp WeCan DUO red/amb & blu/amb or FedSig Spectralux ILS SIFMH series full DUO red/amb & blu/amb

Removable Lightbar:

Contractor shall furnish and install a TRAD 501series aluminum lightbar strap with center mounting plate, 3 conductor flat wire with waterproof deutsch connector, custom stainless steel mounting hooks. Mini Lightbar shall be a Whelen red/blue Responder R2LP series or Federal Signal Highlighter Pro red/blue. Shall be capable of steady burn cruise and emergency response flash functions. To view sample of what is expected, please contact officer in charge Wiring for Mobile Radio:

## Lower Level lighting:

Front Grille: WIONR (1) red, (1) blue, (2) clear all mounted in front grille, front facing.

Lower Bumper: M4 (1) red clear lens, (1) blue clear lens mounted w/ M4CT15B.

Mirror Beams : MBCT15RB mounted on rear view side mirrors.

Qtr glass: WION, (1) red on left, (1) blue on right, with IONK1B mounts.

Rear hatch: WIONR, (1) red and (1) blue, with IONGROM, lower portion rear facing when hatch is open.

Rear Tails: VTX609 (2) clear in rear taillight.

All above are Whelen Specs, Officer in charge will approve or equal requests as presented if proven to be equal or better.

## Kenwood/EF Johnson Mobile Radio:

Contractor shall furnish and install mobile radio accessories for future State Provided EF Johnson VM6000 radio including:

(1) Remote Cable Part# 597535777503, (1) DC Power Cable KCT-23M3, (1) KES-5 speaker, (1) KCT-46 ignition sense cable, (1) Laird B7603 antenna, (1) 17ft antenna cable w/ NMO mount.

Installation of above shall be performed by an EF Johnson factory trained technician and have the same available on the islands of Kauai, Oahu, Maui, and Hawaii to handle warranty concerns.

## Equip mounting console:

Furnish and Install Havis C-VS-1013-TAH-1 with the following accessories: equip brackets for siren/lighting controller, EFJ mobile radio, Premier K9 controller, C-CUP2-I, (1) C-ARM-103, (1) CM15600-08, (1) C-LP2-PS1-USB, (2) C-MCB, (2) MagneticMic clips, filler plates to complete installation.

## Canine/Prisoner Partition and Rear Seat

Contractor shall furnish and install Setina K9 Ultimate II system with integrated cargo storage unit #CK0471TAH15-10, with Premier K9 controller #EK0691TAH00, EK0689TAH00 fan, and EK0690TAH00 pager options. System shall be installed per instructions provided by OIC. Install Setina model WK0595ITU12 slotted Polycarbonate window barriers. One each rear door side window. Install Setina model DK0100ITUI2 TPO polymer door guards. One on each rear side door.

17. Custom Vinyl Decals: Development and production of 3M vinyl decals utilizing reflective control tach products. "Canine Unit" in black 4" vinyl

## SPECIFICATIONS

lettering shall be placed on the rear quarter panel of the vehicle. "SHERIFF" in gold control tach vinyl in 6" tall lettering shall be placed under the "Canine Unit". Final location of custom vinyl decals be approved by the project manager prior to being placed on vehicle.

- 18.Manufactures3 year 36,000 mile bumper to bumper,<br/>5 year 100,000 mile Drive train
- 19. Delivery: 90-150 days from the Commencement date on the Notice to Proceed. The Department of Public Safety/Sheriff Division may impose a penalty of \$10.00 per day for each day beyond the delivery period.

## BID ITEM No. 3: One (1) SUV Patrol Vehicle

## General Specifications:

- 1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
- 2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
- 3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
- 4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
- 5. Vehicle shall be completely serviced and in full operational condition upon delivery.
- 6. Accessory or standard equipment installed on the vehicle shall by fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- 7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- 8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

SPECI	FICATIONS	S-12	PSD 18-SD-35
13.	Body, Exterior:	Four side doors with rear lift door (SUV). Dual exterior rear side view mirrors. Reverse rear backup sensors (minimum: two se Maximum vehicle height 86 inches.	ensors).
12.	Body, Interior	5 Passenger seating capacity. Dual front air bags (SRS). Standard upholstery. Full Headlining and side paneling. Driver's, front passenger and rear passenger's windows shall roll down electronically. Gauge package. Factory standard radio. Factory front Air conditioning package (CFC Fr Accessory type front and rear rubber floor mats Factory Darkest tinted glass package. Powered door locks.	ee).
11.	Suspension	Axles, springs and shock absorbers must meet Manufacturers and Federal GAWR requirement the GVW submitted. Heavy duty suspension package.	
10.	Tires & Wheels:	Tires and Wheels shall meet manufacturer's an Federal GAWR requirements for GVW submitte Traction assists vehicle stability system. Minimum 17 inch steel rim Front and Rear Full Size Spare tire.	
9.	Brakes:	4 wheel anti-lock system, 4 wheel disk brakes.	
8.	Steering:	Powered assisted with Stability Control System	I.
7.	Electrical System:	12 volt with dual heavy duty battery system with secondary battery.	ו isolated
6.	Transmission:	Minimum 5 forward speed 1 reverse speed auto four wheel drive, exterior transmission cooler.	omatic,
5.	Miles Per Gallon:	15 city miles / 20 Highway miles per gallon.	
4.	Engine 8 cylinder minimu	m, minimum 300 HP, Gasoline powered (Unleaded) with Flex fuel capabilities Factory heavy Cooling system, Coolant recove System, Minimum 200 amp Alternator capacity Minimum 300 torque lbs.	
3.	Wheel Base	110 inches minimum, 160 maximum.	
2.	G.V.W Rating:	6,000 Lbs. Minimum capacity.	
1.	Model: 2018 or later. Poli	ce Package Utility Vehicle, frame on chassis production model, rear wheel drive, me minimum specifications herein.	eting the

Minimum Ground Clearance: 6 inches.

14. Color Paint: White.

15. Other: Minimum 17-gallon fuel Gasoline powered (unleaded)

with Flex Fuel capabilities capacity.
2.1/2 lb. ABC dry chemical fire extinguisher mounted on the removable brackets inside vehicle near to driver.
All power door locks to be controlled by driver only, except that the front passenger door locks and window to be also operative by front passenger.
4 sets of keys
Operator's manual.
Service and Repair manuals.

16. Emergency Response Equipment:

The contractor shall furnish and install the specified equipment. All labor, shop supplies, and equipment shall be provided for a fully functional system on each vehicle at time of delivery.

Scope of work:

The installing subcontractor shall provide initial installation AND programming of equipment. Post installation local warranty service on the aftermarket emergency lighting and siren equipment specified during the manufacturers printed warranty period for equipment installed. All LED modules shall have a 5 year printed warranty. <u>Installer shall meet with officer in charge prior to equipment installation to confirm layout, switch sequence, and programming</u>. All work shall be done on island of Oahu. Equipment installed must be a full Whelen or Federal Signal emergency response system. No mixing of the two systems will be accepted.

Equipment Specifications:

Siren and Lighting Controller:

Whelen CanTrol CANWC1 w/ CANCTL6 and (2) SA315P or FedSig SmartSiren Platinum SSP300B w/ (2) ES100C speaker. Siren shall be installed and programmed according to instructions provided by the officer in charge

Low frequency speaker: Whelen HOWLER w/ HWLRB25 brackets, system shall include (2) speakers and amplifier.

## Roof Mounted Lightbar:

Whelen Legacy GB2DEDE WeCan DUO 54" red/wht & blu/wht, with (1) GBAWE, (1) GBAWD, (5) GBDLE, (5) GBDLD. Also provide correct MKEAJ adjustable pitch stainless mounting kit.

or

Federal Signal Valor bar, VALR51 series DUO red/wht & blu/wht fully populated with low profile stainless steel hook kit.

Rear Glass Warning and Traffic Advisor:

Whelen ITRAYW10 (10) lamp WeCan DUO red/amb & blu/amb or FedSig Spectralux ILS SIFMH series full DUO red/amb & blu/amb

### Push bumper:

Contractor shall furnish and install a Setina BK2019TAH15 w/ ION LED warning lights, (1) red & (1) blue, front facing.

#### Lower level lighting:

Lower Bumper: M4 (1) red clear lens, (1) blue clear lens mounted w/ M4CT15B Mirror Beams: MBCT15RB mounted on rear view side mirrors.

Qtr glass: WION, (1) red on left, (1) blue on right, with IONK1B mounts.

Rear hatch: WIONR, (1) red and (1) blue, with IONGROM, lower portion rear facing when hatch is open.

Rear Tails: VTX609 (2) clear in rear taillight

All above are Whelen Specs, Officer in charge will approve or equal requests as presented if proven to be equal or better.

## Mobile Radio:

Contractor shall furnish and install (1) EF Johnson Viking VM6000 7/800MHz mobile radio, P25 phase 1 & 2...etc... low profile antenna, fully installed and programmed to specs provided by OIC. Installation shall be performed by an EFJ certified and factory trained technician. Warranty service shall be available on the islands of Kauai, Oahu, Maui, and Hawaii.

## Equip mounting console:

Furnish and Install Havis C-VS-1013 with the following accessories: equip brackets for siren/lighting controller, EFJ mobile radio, Premier K9 controller, C-CUP2-I, (1) C-ARM-103, (1) CM15600-08, (1) C-LP2-PS1-USB, (2) C-MCB, (2) MagneticMic clips, filler plates to complete installation.

## Prisoner Transport Equipment:

Contractor shall furnish and install a full prisoner transport system, as manufactured by Setina. Partition #PK0355, Rear Partition #PK0123, Window Barrier #WK0595, TPO Door Panels #DK0100, Transport Seat w/ SmartBelt #QK2121. Must be sure that model is vehicle specific to the build.

## Rear Cargo:

Contractor shall furnish and Install Setina Rear lockable Cargo box #TK0253. Must be sure that model is vehicle specific to the bid.

Installation shall be performed by technicians who have been factory trained/certified by any/all manufacturers of items offered by the contractor. Work shall be performed on Oahu under the direct supervision of the OIC. Post delivery warranty work shall be available on the islands of Kauai, Oahu, Maui, and Hawaii.

17. Custom Vinyl Decals: Development and production of 3M vinyl decals utilizing reflective control tach products. Item developed shall be reviewed by the Sheriff Division representative prior to production and placement onto vehicle to ensure

specifications and products meets or exceeds what is currently in use by the Sheriff Division. Please see the photograph below for reference as what is expected to be developed and produced.



- 18. Manufactures Warranty (minimum)
- 19. Delivery:

3 year 36,000 mile bumper to bumper, 5 year 100,000 mile Drive train

90-150 days from the Commencement date on the Notice to Proceed. The Department of Public Safety/Sheriff Division may impose a penalty of \$10.00 per day for each day beyond the delivery period. Vehicle after inspection and acceptance shall be shipped by the dealership to the Sheriff Division, Kona Section, Hawaii Island. Vehicle can be picked up Sheriff Division representative from the dock on Hawaii Island once the vehicle is shipped. Coordination of shipment and pick up shall be done with the Sheriff Division Project Manager.

## BID ITEM No. 4: One (1) Custody Transport Vehicle

## **General Specifications:**

- 1. Vehicle ordered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
- 2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty for a minimum of 60 months or 100,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicle is placed into service. Full coverage shall include costs of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
- 3. Contractor shall provide 1 copy of the owner operator manual at the time the vehicle is delivered. Hard copies are required if available. Electronic version is acceptable provided the electronic version is printable with no material omissions.
- 4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
- 5. Vehicle shall be completely serviced and in full operational condition upon delivery.
- 6. Accessory or standard equipment installed on the vehicle shall by fully guaranteed by the contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no costs to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- 7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- 8. Manufacturer's standard corrosion protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

Substitutions of the vehicle may be accepted if the all specifications are equal or exceeds the vehicle listed above and will be reviewed by Sheriff Division project manager prior to award.

## **BID ITEM No. 4: Detailed Specifications**

1.	Model: 2018 or later.	
2.	G.V.W Rating:	9,500 Lbs. Minimum capacity.
3.	Wheel Base	125 inches minimum, 160 maximum.
4.	Engine :	<b>8 cylinder minimum</b> , minimum 250 HP, Gasoline powered (Unleaded) with Flex fuel capabilities. Factory heavy Cooling system, Coolant recovery System, 140 amp Alternator capacity.
5.	Miles Per Gallon:	12 city miles / 15 Highway miles per gallon.
6.	Transmission:	Minimum 5 forward speed 1 reverse speed automatic, rear wheel drive, exterior transmission cooler.
7.	Electrical System:	12 volt with Alternator capable of charging system battery at low engine speed.
8.	Steering:	Powered assisted or Power.
9.	Brakes:	4 wheel anti lock system, front wheel disk brakes.
10.	Tires & Wheels:	Tires and Wheels shall meet manufacturer's and Federal GAWR requirements for GVW submitted. Traction assists vehicle stability system. 16 inch steel rim Front and Rear.
11.	Suspension	Axles, springs and shock absorbers must meet Manufacturers and Federal GAWR requirements for the GVW submitted. Heavy duty suspension package.
12.	Body, Interior	Individual front seats for driver and passenger. Dual front air bags (SRS). Standard vinyl upholstery. Full Headlining and side paneling. Driver's and front passengers' powered windows shall roll down electronically. Gauge package. Factory standard radio. Factory front and rear Air conditioning package (CFC Free), must be compatible with the HAVIS KWIK kit HVAC system. Accessory type front rubber floor mats. Factory Darkest tinted glass package. Powered door locks. No rear side windows (Cargo style). Cargo area must be compatible with HAVIS 120" 2 compartment prisoner transport insert (2 door) system (HAVIS PART#: KK-120-

02).

13.	Body, Exterior:	Duel Hinged rear swing out doors, with fixed Windows. Fold out and /or slide out step attached to vehicle. Dual exterior rear view mirrors. Reverse rear backup sensors (Minimum 2 sensors). Maximum vehicle height 86 inches.
14.	Color Paint:	High gloss white enamel or equal.
15.	Miscellaneous:	<ul> <li>30 gallon capacity fuel tank with gas cap.</li> <li>2.1/2 lb. ABC dry chemical fire extinguisher mounted on the removable brackets inside vehicle near to driver.</li> <li>All power door locks to be controlled by driver Only, except that the front passenger door locks and window to be also operative by front passenger.</li> <li>Three warning triangles.</li> <li>4 Complete sets of keys to the vehicle including Havis insert.</li> <li>Operator's manual.</li> <li>Service and Repair manuals.</li> </ul>
16.	Custody Insert:	HAVIS 120" 2 Compartment Prisoner Transport Insert – 2 doors (HAVIS Part #: PT-C02-120-02 HAVIS KWIK Kit door lock option (HAVIS Part #: HS-DL) The following PT options shall be furnished and fully installed: PT-A-501 OEM HVAC adaptor kit with plumbing, PT-A-903 PT power exhaust vent, PT-A-902 rear flip open secondary step, PT-A-916 rear LED load assist light, PT-A-904 PT insulation/sound deadening kit, PT-A-603 internal/reversing 3 camera system, and PT-A-914 external rear door lock.
17.	LE Equipment:	Siren and Lighting Controller: Whelen CanTrol CANWC1 w/ CANCTL6 and SA315P or FedSig SmartSiren Platinum SSP300B w/ ES100C speaker. Siren shall be installed and programmed according to instructions provided by the officer in charge.
		Front Windshield: Whelen ISFW series WeCan (12) lamp full DUO red/wht & blu/wht or
		FedSig Spectralux ILS SIFZS series split headliner DUO red/wht and blu/wht
		For either of above, contractor shall fabricate custom brackets to position lamp assembly in the correct position to eliminate flashback and not hinder passenger visibility.
		Lower Level: Contractor shall furnish and install Whelen TION series, (1) red and (1) blue and (2) white on front grille, front facing.
		Contractor shall furnish and install Whelen TION series, (1) red and (1) blue on front fenders, side facing.

Contractor shall furnish and install Whelen TION series, (1) red and (1) blue on rear view mirror, 45degree facing.

Contractor shall furnish and install Whelen TION series, (1) red and (1) blue on rear quarter panel, side facing.

Contractor shall furnish and install Whelen Avenger2 AVW21 series, (1) red/red and (1) blue/blue in rear glass, rear facing.

Contractor shall furnish and install Whelen VTX609 series, (2) clear, one in each reverse lamp housing.

For above, substitutions from Federal Signal will be allowed pending project manager approval, provided that equipment meets or exceeds the above emergency lighting/siren specifications of the Whelen products listed above. Bidders wishing to utilize Federal Signal equipment must submit a list of equipment to the project manager prior to installation of equipment into the vehicle. Emergency lighting system must comprise only of one manufacturer from either Federal Signal or Whelen.

#### Equipment mounting console:

Furnish and install Havis C-VS-1800-SAV equip mounting console with the following accessories: equipment mounting brackets for lighting/siren controller and mobile radio, (1) CM15600-08 fuse panel w/ mounting plate, (1) C-CUP2-E-C cup holder, (1) C-LP2-PS1-USB, (2) magnetic Mic clips.

#### Mobile Radio:

Contractor shall furnish and install (1) EF Johnson Viking VM6000 7/800MHz mobile radio, P25 phase 1 & 2...etc... low profile antenna, fully installed and programmed to specs provided by OIC. Installation shall be performed by an EFJ certified and factory trained technician. Warranty service shall be available on the islands of Kauai, Oahu, Maui, and Hawaii.

#### Custom Vinyl Decals

Development and production of 3M vinyl decals utilizing reflective control tach products. Decals shall be placed on the Driver, Passenger, and Rear of the vehicle. Item developed shall be reviewed by the Sheriff Division representative prior to production and placement onto the vehicle to ensure specifications and products meets or exceeds what is currently in use by the Sheriff Division. Please see photograph below for reference as what is expected to be developed and produced. Additionally, contractor shall furnish and install white vinyl product to completely wrap the entire roof panel.





Installation to be performed by technicians who have been factory trained and certified for the products being offered. Work to be performed on Oahu under the direction of OIC. Post-delivery warranty service shall be available on the islands of Kauai, Oahu, Maui, and Hawaii.

- 18.Manufactures3 year 36,000 mile bumper to bumper.Warranty5 year 100,000 mile Drive train.
- 19. Delivery: 90-150 days from the Commencement date on the Notice to Proceed. The Department of Public Safety/Sheriff Division may impose a penalty of \$10.00 per day for each day beyond the delivery period.

## SPECIAL PROVISIONS

## TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office— Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 103D Effective October 17, 2013 by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

## SCOPE

The furnishing and delivering of Various Vehicles for the Sheriff Division shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 103D Effective (10/17/2013) by reference made a part hereof and available at the ASO-PC.

## TERM OF CONTRACT

Vehicle furnished under these specifications shall be delivered within NINETY to ONE HUNDRED FIFTY (90-150) calendar days from the commencement date on the Notice to Proceed.

## CONTRACT ADMINISTRATOR

The Contract Administrator, acting either directly or through their authorized representatives for this agreement is Deputy Bruce Yonesaki, telephone (808) 223-1703.

## OFFEROR QUALIFICATIONS

<u>State License</u>. Chapter 437, Hawaii Revised Statutes (HRS), as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the appropriate Offer Form page.

Section 437-2(e), HRS, provides that, notwithstanding any provisions of Chapter 437, HRS, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding Section 437-2(b), HRS.

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

<u>Service Facility</u>. At the time of bidding, Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the

## SPECIAL PROVISIONS

vehicles and any accessories offered. Such facility shall be located on the island where the vehicle(s) is being delivered.

If an Offeror does not have a facility on the applicable island where the vehicle will be serviced, Offeror shall arrange with a company on that island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the appropriate Offer Form page. The State reserves the right to inspect the Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement shall result in rejection of Offeror's offer.

## CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

- 1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- 2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- 3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

#### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

- 1. Chapter 237, tax clearance;
- 2. Chapter 383, unemployment insurance;
- 3. Chapter 386, workers' compensation;
- 4. Chapter 392, temporary disability insurance;
- 5. Chapter 393, prepaid health care; and
- 6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
  - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the REQUIREMENT FOR AWARD provisions herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## OFFER PREPARATION

<u>Offer Form, Page OF-1</u>. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror's intent to be bound.

## CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

**<u>Hawaii</u>** Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**<u>Compliant non-Hawaii Business</u>**. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

<u>Hawaii Vendors</u>. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1.

**Tax Liability**. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the 0.5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of 0.5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference**. For evaluation purposes, pursuant to Section 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Offer Guaranty. An offer guaranty is not required for this solicitation.

## OFFER SUBMITTAL

**Faxed Documents:** Facsimile version of bid offers shall <u>NOT BE ACCEPTED</u>. Faxed informational documents will be accepted. Offerors shall plan accordingly to meet the bid opening date.

<u>Offeror is required to submit the completed offer in a sealed envelope identified with the following information:</u>

Offeror's name, address, and telephone number; The words, "INVITATION FOR BIDS"; The Invitation for Bids number and title (PSD 17-VEH-15); The date and time of the bid opening;

The words, "Attention ASO, Procurement and Contracts Unit" Department of Public Safety 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814

## ASO shall not be responsible for any misrouting of improperly identified submittals.

Offers shall be received at the ASO-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the ASO-PC time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 413. This may cause a delay in receipt by the ASO-PC and the offer may reach the ASO-PC after the deadline, resulting in automatic rejection.

**Bid Price.** Bid price quoted herein shall include delivery to destination, all applicable taxes, and any other costs incurred to furnish and deliver the vehicle(s) specified herein. Bid price shall also include the costs for installation of accessories, modification of unit, and instructional training in use of the accessory equipment and vehicles. <u>Bid Price shall be the all-inclusive cost to the State and no other charges will be honored</u>.

<u>Make, Model and Other Information</u>. Offeror must identify on the appropriate Offer Form, the year of manufacture, the exact manufacturer name, and make and model number of the vehicle(s) offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet to the offer for that purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer vehicle and equipment as specified will result in rejection of the offer.

**Brochures and Specifications Literature**. Unless previously submitted to the Department of Public Safety, the Offeror shall submit with the offer, current brochures and/or specifications literature. Upon request, Offeror shall furnish at his/her own expense and within five (5) working days from the date of the State's request, any further information required to determine acceptability of vehicle(s) or accessory equipment offered.

## **REQUIREMENT FOR AWARD:**

**Responsibility of Lowest Responsive Bidder.** Reference Chapter 103D-310 (c), HRS and Reference §3-122-112, HAR, <u>Responsibility of Offerors</u>. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

## SPECIAL PROVISIONS

<u>Effective October 31, 2013</u>, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award, it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

**Hawaii Compliance Express.** The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <u>http://vendors.ehawaii.gov</u> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

**Alternatively**, for Offerors who elect not to register on Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying to paper certificates at the various state agencies as follows:

#### HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, all awarded Offerors shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PSD-ASO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPL/CATION* Form A-6 (Rev. 2012) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <u>http://www.hawaii.gov/tax/a1\_1alphalist.htm</u>

DOTAX Forms by Fax/Mail:	(808) 587-4242
IRS:	(808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 524-5950

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PSD-ASO. However, the tax clearance certificate shall be submitted to the PSD-ASO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Pursuant to §103D-31 O(c), HRS, all awarded Offerors shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR,* Form LIR#27 which is available at <u>http://hawaii.gov/labor/formsall.shtml</u> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PSD-ASO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the PSD-ASO. However, the certificate shall be submitted to the PSD-ASO.

<u>Compliance with Section 1030-310(c), HRS, for an entity doing business in the State</u>. All awarded Offerors shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

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

On-line business registration and the Certificate are available at <u>www.BusinessRegistrations.com</u>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**<u>Final Payment Requirements</u>**. Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on HCE, are required to submit a valid tax clearance and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at <u>www.hawaiil.gov/spo</u>. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

**<u>Timely Submission of all Certificates.</u>** The above certificates should be applied for and submitted to the PSD-ASO as soon as possible. If a valid certificate is not submitted on a timely basis as required by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

## **DISQUALIFICATION OF OFFERORS**

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if

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required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

## OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within ninety (90) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the ninety (90) day period.

### **OFFER INSPECTION**

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

#### METHOD OF AWARD

Multiple awards, if any, shall be made to the responsible and responsive Offeror(s) submitting the lowest Bid Item Quote per Bid Item Number. Cost of manuals, if any, shall not be part of the evaluation to determine the lowest Bid Item Quote.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

## CONTRACT EXECUTION

The State shall forward a formal contract to each successful Offeror for execution. The contract(s) shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the executed contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, <u>if</u> applicable, to all of Contractor's subcontractors.

## PRODUCT LIABILITY AND AUTOMOBILE INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverages:

#### <u>Coverages</u>

#### Limits

1. Commercial General/Product Liability (Occurrence form) \$1,000,000 per occurrence for bodily injury and property damage

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\$2,000,000 aggregate

2. Comprehensive Automobile I	Liability
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BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

## Each insurance policy required by this contract shall contain the following clauses:

- 1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
- 2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The <u>Contractor</u> will immediately provide written notice to the Department of Public Safety, ASO Procurement and Contracts Unit should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

## QUALITY OF EQUIPMENT

Vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. The vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85:

Control of Air Pollution from new Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

Vehicles furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render the vehicles unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Damaged or rejected items shall be immediately removed and replaced with items of the quality required by these specifications. Failure to replace or remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him/her by the contract. google.com

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

## DELIVERY

Vehicles furnished under these specifications shall be delivered to the location listed on the appropriate Offer Form page no later than **NINETY to ONE HUNDRED FIFTY (90-150)** calendar days from the commencement date on the Notice to Proceed. Offeror shall state the number of days within which delivery to the specified destination will be made. Failure to do so may delay proper execution of the contract.

Prior to delivery, Contractor shall contact the State representative listed on the appropriate Offer Form page to coordinate delivery of the vehicle(s). Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instructions in the use of equipment and vehicle operations.

## REQUIRED CERTIFICATES

Submit the following documentation to Ms. Gerri Tavares in Office Services

Telephone: (808) 587-3459; Fax: (808) 587-1244; Email: geraldine.p.tavares@hawaii.gov.

- 1. Hawaii Safety Inspection Certificate (in duplicate) and decal
- 2. Application for Registration of Passenger Carrying Motor Vehicle Form
- 3. Odometer Certificate
- 4. Notarized Certificate of Bill of Sale (not required for Oahu dealerships)
- 5. Certificate of Origin
- 6. 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 shall be unacceptable.

These certificates are essential for the proper registration and licensing of new vehicles. <u>Therefore, acceptance of and payment for the vehicles delivered will not be made without</u> <u>submittal of necessary certificates.</u> The State shall be responsible for registering and licensing of the 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 acquisition of State of Hawaii license plates.

## LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his/her contract after the required date of said completion. Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

## DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his/her control, provided Contractor submits a written notification of such delay prior to the delivery deadline. This notification shall be submitted to the Department of Public Safety's Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

#### INVOICING

Contractor shall send an original and three (3) copies of the invoice to the following address. Contractor shall reference the contract number and the Invitation for Bids number on the invoice for payment.

Department of Public Safety Sheriff Division 1177 Alakea Street #400 Honolulu HI 96813

Contact Person: Deputy Bruce Yonesaki Telephone: (808) 223-1703

**<u>Final Payment Requirements.</u>** Contractor is required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract

## PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

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

### WARRANTY

Contractor shall provide full manufacturer's warranty for the vehicles delivered. The standard vehicle warranty period shall be for a minimum of 36,000 miles or three (3) years, a powertrain warranty period for a minimum of 60 months or 60,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicles are accepted and placed into services, whichever occurs first. Full coverage shall include costs for parts, labor, and any other

expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicles and shall detail the manufacturer's obligations and warranty procedures.

## **RECALL NOTIFICATION**

Offeror shall immediately notify the Department of any defects found in vehicle or equipment and shall replace same with an approved replacement.

#### **RECORDS RETENTION**

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

## COMPLAINT OR PROTEST

Protestors with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice of award(s), if any, shall be posted on the State Procurement Office website: <u>www.spo.hawaii.gov</u>

- 1. Click on "Search"
- 2. Under Method, select the appropriate method of solicitation
- 3. Under Department select "Public Safety"
- 4. Click on "Search"
- 5. Click on the appropriate Contract / PO No. / Solicitation No.