



**NOTICE TO BIDDERS
(Chapter 103D, HRS)
Invitation for Bids (IFB)**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO CHAPTER 103D, HAWAII
REVISED STATUTES, AS AMENDED, THE COUNTY OF HAWAII IS REQUESTING
BIDS FOR THE FOLLOWING:**

ADVERTISED DATE: 03/20/2024

Invitation for Bids (IFB) Title: **FURNISHING AND DELIVERING HEAVY
EQUIPMENT TO THE COUNTY OF HAWAII**

IFB Number: **4567**

Offer Due Date: April 17, 2024 at 2:00pm HST

County Department(s)/Division(s): **Department of Public Works, Highways
Division, County of Hawaii**

**VARIOUS HEAVY EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS,
HIGHWAYS DIVISION, COUNTY OF HAWAII**

**Before submitting a bid, the Offeror shall be responsible for reading and
examining the Solicitation and/or proposal documents, including any offer pages,
scope of work, special provisions, exhibits, General Terms and Conditions,
addenda (if any), and any other sections or documents attached hereto, and all
applicable requirements by law. Submission of an offer shall be deemed
verification of such reading and examination.**

**No Offeror shall, in any way, be relieved of any obligation with respect to its offer
or the contract due to its failure or neglect to secure, receive, examine, familiarize
itself with, acquaint itself with, or understand the work requirements, the
Solicitation and/or proposal documents, or any addenda hereto, applicable
standards or requirements, or existing conditions, difficulties, restrictions or
obstacles. No claim for additional compensation to the Offeror shall be allowed
based on lack of knowledge or misunderstanding.**

Pre-Bid Conference: N/A



**NOTICE TO BIDDERS
(Chapter 103D, HRS)
Invitation for Bids {IFB}**

DATES TO ADVERTISE

State of Hawai'i - Hawai'i Awards & Notices Data System (HANDS)

March 20, 2024

ADVERTISEMENT FOR INVITATION FOR BIDS (IFB)

Sealed tenders will be received electronically on the Public Purchase System and publicly opened on **April 17, 2024**, at 2:00 pm in the Office of the Purchasing Division, Department of Finance, County of Hawai'i, 25 Aupuni Street, Hilo, Hawai'i, for:

IFB 4567

FURNISHING AND DELIVERING HEAVY EQUIPMENT TO THE COUNTY OF HAWAII

Upon application, forms of proposal and specifications may be obtained from the above-named office, through the Public Purchase System (www.publicpurchase.com), an e-procurement system. Any request for approval to substitute any item or take exception to any specification, special provision or general condition, or clarification must be received through the Public Purchase System on or before **April 03, 2024**. All potential offerors are advised that the County of Hawai'i reserves the right to reject any offer or proposal that does not follow these instructions.

Diane Nakagawa

Diane Nakagawa (Mar 20, 2024 10:27 HST)

DIANE NAKAGAWA
DIRECTOR OF FINANCE

DEFINITION OF WORDS AND TERMS APPLICABLE TO SOLICITATION

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: A written document issued during the solicitation period involving changes to the solicitation documents, which shall be considered and made a part of the solicitation documents and resulting contract.

Contractor: An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the County of Hawai'i, and acting directly or through his, their or its agents, employees or subcontractors.

Days: Calendar days, unless otherwise specified.

General Terms and Conditions: The County of Hawai'i Department of Finance's General Terms and Conditions for Goods and Services, dated May 10, 2023.

HAR: Hawai'i Administrative Rules, as amended.

HRS: Hawai'i Revised Statutes, as amended.

IFB: Invitation for bid, used in the competitive sealed bidding process.

Offeror: Offeror means (1) any individual, partnership, firm, corporation, joint venture or other legal entity submitting, directly or through a duly authorized representative or agent, an offer or proposal for the work or services contemplated in response to a solicitation; or (2) the contractor in a negotiated contract. The term also includes "bidder(s)" or "(Bidder(s))".

Solicitation: An invitation for bids (IFB), used in the competitive sealed bidding process, or a request for quotations, or any other document issued by the County for the purpose of soliciting bids or proposals to perform a County of Hawai'i contract.

Special Provisions: The terms and conditions pertaining to the specific solicitation in which they are contained; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the contractor. Additions or revisions to the general terms and conditions, which shall be considered a part of the general terms and conditions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the special provisions. Should any special provisions conflict with these general terms and conditions, said special provisions shall govern.

Specifications: Any description of the physical or functional characteristics, or of the nature of a good, service, or construction item. The term includes descriptions or any requirement for inspecting, testing, or preparing a good, service, or construction item for delivery.

SOLICITATION

1.1 Solicitation Forms

Prospective Offerors may be furnished with solicitation forms which may include but not be limited to a statement of work, the location, description and the contract time of the contemplated work, the various quantities being requested, estimated and/or firm, and items of work to be performed or materials to be furnished, along with a schedule of items for which unit prices and/or lump sum prices are asked, depending on the type of solicitation, e.g. invitation for bids or request for proposals.

The General Terms and Conditions, Proposal, Specifications, Special Provisions and other documents referenced in or attached to the Solicitation shall be considered a part of the offer whether attached to the Solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted, and any alterations so made by the Offeror may be cause for rejection of the offer.

1.2 Offer Submission

All offers shall be electronically submitted via the Public Purchase System, in accordance with the requirements of this Solicitation. Offers transmitted via any other means other than as specified in the solicitation shall be deemed unacceptable and shall be rejected. Offers that cannot transmit successfully as a result of system failure on the County's behalf shall be addressed via the issuance of an appropriate addendum.

1.3 County's Estimates

Any estimate provided by the County is for the convenience of the Offeror only, and the County does not represent or warrant its accuracy. An Offeror should conduct its own review and analysis and not base its offer on the County's estimate, unless otherwise specified.

1.4 Offer/Bid Guaranty

☒ An offer security deposit or bond is not required for this IFB.

1.5 Pre-Bid Conference

☒ A pre-bid conference will not be held.

1.6 General Terms and Conditions

The County's General Terms and Conditions for Goods and Services, dated May 10, 2023 ("General Terms and Conditions"), is incorporated herein by reference. **Offers submitted with any alterations to the County's General Terms and Conditions so made by the Offeror without prior approval by the County may be sufficient cause for rejection of the offer.**

1.7 Requests for Substitutes, Exceptions, or Clarifications of the IFB

Any prospective Offeror should examine and review the Solicitation document in detail. Any request for approval to substitute any item or take exception to any specification, Special Provision, general term or condition, or clarification must be received through the Public Purchase System on or before the date set forth in the Notice to Bidders.

The Offeror submitting the inquiry shall be responsible for proper transmission. If additional information is deemed necessary, such information will be issued in an Addendum by the head of the purchasing agency. The Addendum will be issued via the Public Purchase System to all persons who have properly registered and obtained the Solicitation. All Addenda issued shall be a part of the Contract.

1.8 Solicitation Addenda

All Addenda issued shall be a part of the Contract. Oral interpretations or clarifications, changes or approved substitutions will be without legal effect. Only interpretations or clarifications, changes or approved substitutions provided by formal written Addendum to the Solicitation shall be binding and have legal effect. Notifications of Addenda will be issued to all registered vendors under the Public Purchase System.

1.9 Cancellation of Solicitation

A Solicitation may be canceled in whole or in part and at any time during the Solicitation process for reasons specified in, but not limited to, § 3-122-96, HAR.

1.10 Schedule

Day/Month/Year	Event
<u>March 20, 2024</u>	Public announcement of IFB
<u>April 03, 2024</u>	Pre-bid questions due, in writing
<u>N/A</u>	Pre-bid conference (time/location), if applicable
<u>April 17, 2024</u>	Bids due
<u>On Date of Notice to Proceed</u>	*Execute Contract

*NOTE: Events preceded by an asterisk are estimated dates. Estimated dates are for information only. **These Schedule dates may be changed via Addenda to the Solicitation, if appropriate.**

1.11 Examination of Bid and Contract Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Offeror has thoroughly examined, and is familiar with, all requirements and documents in accordance with the Solicitation, including any addenda and has reviewed and inspected all applicable statutes, regulations, and ordinances addressing or relating to the Solicitation and/or offer documents, including any offer pages, scope of work, Special Provisions, exhibits, General Terms and Conditions, Addenda (if any), and any other sections or documents attached to the Solicitation, and all applicable requirements by law. Submission of an offer shall be deemed verification of such reading and examination. No Offeror shall, in any way, be relieved of any obligation with respect to its offer or the contract due to its failure or neglect to secure, receive, examine, familiarize itself with, acquaint itself with, or understand the work requirements, the Solicitation and/or proposal documents, or any addenda hereto, applicable standards or requirements, or existing conditions, difficulties, restrictions or obstacles. No claim for additional compensation to the Offeror shall be allowed based on lack of knowledge or misunderstanding.

1.12 Competency of Offeror

Prospective Offerors must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to his ability to furnish satisfactorily the goods or services being solicited by the County. Any such inquiries shall be made and replied to in writing; replies shall be submitted over

the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries may be considered a non-responsible Offeror.

1.13 Brochures, Specifications, and Questionnaires

Prospective Offerors are directed to the Specifications for the requirements related to any brochures, specifications, and questionnaires that must be submitted with its offer.

1.14 Proprietary or Confidential Information (Redactions)

When submitting its offer, **one (1) redacted copy of the offer shall be provided at the same time the offer is submitted via the Public Purchase System.** In the redacted copy, Offerors shall properly redact any proprietary or confidential information. Any information redacted as confidential will remain confidential to the extent provided by law. Offers submitted to the County shall become the property of the County. Failure to redact proprietary and confidential information will result in the information being available for public inspection. **The County shall not be liable for the public disclosure of any proprietary or confidential information that the Offeror did not redact, or properly redact.**

1.15 Licenses

☒ The prospective Offeror shall possess the following license(s) for this IFB: **Licensed to convey and sell motor vehicles in accordance with all State and County laws and regulations** If required by the Proposal, Specifications, or Special Provisions, all prospective Offerors shall provide adequate documentation of proper licensing, which shall be submitted at the time proposals are due. Failure to include the proper and adequate documentation of licensing may result in a rejection of the offer.

1.16 Insurance/Certificates of Insurance

☒ No insurance or certificate is required for this IFB.

1.17 Additional Contract Provisions Required by Federal Law

☒ No federal funds will be used for this procurement.

1.18 [Reserved]

IFB 4567

FURNISHING AND DELIVERING HEAVY EQUIPMENT

TO THE COUNTY OF HAWAI'I

Director of Finance
County of Hawai'i
Hilo, Hawai'i

Dear Sir/Madam:

The undersigned hereby proposes to furnish and deliver the following goods or services: **Furnish And Deliver Various Heavy Equipment to the Department of Public Works, Highways Division, County of Hawai'i, at the Automotive Equipment Division, 630 East Lanikaula Street, Hilo, Hawaii, Hawai'i**, complete as specified, all in strict compliance with the Specifications and Special Provisions attached hereto and General Terms and Conditions for Goods and Services dated May 10, 2023, made a part hereof.

It is understood and agreed that the goods and/or services to be furnished are for the exclusive use of the County of Hawai'i and are therefore exempt from Federal Excise Taxes and that the net bid price excludes such Federal Excise Tax. **Please note that effective January 1, 2020, the maximum General Excise Tax rate that may be charged of Hawai'i County is 4.7120%. The County of Hawai'i is exempt from the City and County of Honolulu, 0.5% General Excise Tax Surcharge.**

The undersigned further agrees that he has carefully read and understands the Proposal for this contract and that the Director of Finance, County of Hawai'i, reserves the right to accept or reject any and/or all bids or proposals, or accept other than the low bid, if in his/her judgment, by so doing, it will be for the best interest of the public and the County of Hawai'i.

All successful Offerors, for any single item exceeding \$2,500.00, will be required to furnish proof of compliance with the requirements of § 3-122-112, Hawai'i Administrative Rules (see **Special Provisions No. 18**).

Upon acceptance and award of this Proposal by the Director of Finance, the undersigned hereby agrees to enter into and execute the Contract as required by law within ten (10) calendar days after the award.

Item 1: Furnish and deliver One (1) ONLY, SIX PASSENGER DUMP TRUCK WITH LIFT GATE, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00820)

Make_____ Model_____ Year_____

Delivery within _____ days of Notice to Proceed.

Warranty on all parts and labor of _____ calendar days or _____

miles/hours, whichever comes first.

Item 2: Furnish and deliver ONE (1) ONLY, SMALL GRADER, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00824)

Make_____ Model_____ Year_____

Delivery within _____ days of Notice to Proceed.

Warranty on all parts and labor of _____ calendar days or _____

miles/hours, whichever comes first.

Item 3: Furnish and deliver THREE (3) EACH, DINGO SKID STEER, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00825)

Make_____ Model_____ Year_____

Delivery within _____ days of Notice to Proceed.

Warranty on all parts and labor of _____ calendar days or _____

miles/hours, whichever comes first.

Item 4: Furnish and deliver ONE (1) ONLY, SMALL RUBBISH TRUCK, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00826)

Make _____ Model _____ Year _____

Delivery within _____ days of Notice to Proceed.

Warranty on all parts and labor of _____ calendar days or _____

miles/hours, whichever comes first.

Item 5: Furnish and deliver TWO (2) EACH, 4X4 WATER TANK TRUCK, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00828)

Make Kenworth Model T480 Year 2025

Delivery within 260 days of Notice to Proceed.

Warranty on all parts and labor of 365 calendar days or 100,000

miles/hours, whichever comes first.

Item 6: Furnish and deliver ONE (1) ONLY, STREET VACUUM SWEEPER, complete as specified, for the Department of Public Works, Highways Division (Req# pwhy.00828)

Make Kenworth Model T380 Year 2025

Delivery within 260 days of Notice to Proceed.

Warranty on all parts and labor of 365 calendar days or 100,000

miles/hours, whichever comes first.

3 Years / 100,000 on Chassis

MAINTENANCE/SERVICE: All bidders must supply name and location of service facility located on the Island of Hawai'i which will be responsible for repairing/replacing warranty items and providing service, replacement parts and maintenance if required:

Name _____ of

Facility Kenworth Hawaii LLC

Address 74-567 Honohehau St. STE 1, Kailua-Kona, HI 96740

Name of Manager Kiana Tupou Telephone 808-327-0117

Number of Bays 4 Number of full-time mechanics 3

SECOND FACILITY

Kenworth Hawaii LLC
110 Holomua St.
Hilo, HI 96720

3 Bays / 4 Mechanics

808-961-3388 (Ask for Service Dept.)

SPECIFICATIONS

GENERAL

All vehicles shall be latest model year, bidder shall indicate which production year shall be provided for each item proposed. All vehicles shall be new (not "demonstrators") and complete meeting these detailed specifications as well as all legal requirements and the manufacturer's catalog descriptions. All vehicles shall be aesthetically pleasing in design, with attention to workmanship and details. Also of concern will be the ease of boarding, passenger comfort, visibility and safety to driver and passengers. Workmanship throughout each vehicle and/or accessory shall conform to the highest standard of commercially accepted practice. Each unit shall be relatively smooth and free of burrs and other projections and shall be neatly finished. Replacement parts shall be readily available at a convenient source. **CATALOG/BROCHURE SHALL ACCOMPANY BID.** County will allow a maximum of **365 calendar days for delivery** of items; bids which indicate longer delivery schedules may be rejected. Vehicles, trailers and accessories shall be completely assembled, serviced and in good running order and shall be properly registered with the Department of Finance Motor Vehicle Registration Office prior to delivery.

ACCESSORIES: Any and all items of equipment, components and accessories as listed on manufacturer's specifications and/or brochures as standard items of equipment, whether stated herein or not, shall be included. All vehicles and accessories shall fully comply with all Federal, State and OSHA regulations and requirements.

MANUALS: Each vehicle shall be delivered with one (1) set of the appropriate owner's, repair, and parts manuals, describing basic operating instructions, location of controls, recommended maintenance, parts, etc., unless additional sets are needed and stated in individual item specifications. CD, DVD or Electronic downloadable versions are preferred over printed versions, if available.

DELIVERY: Delivery for ALL vehicles, unless otherwise noted, shall be made to Automotive Equipment Division, 630 East Lanikaula Street, Hilo, Hawaii. **Registration certificates shall be mounted in an appropriate holder on left side sun visor.** **ALL** vehicles must be delivered with a **FULL** tank of fuel. Rain guard vent shades are to be provided on all applicable doors.

WARRANTY: In all cases, no less than manufacturer's standard warranty shall be offered. Contractor shall personally handle all warranty items, including, if necessary, pick-up of an inoperable vehicle and return at its established work location. Time spent out-of-service will be added to the warranty period established on a day-for-day basis. Extended warranties, beyond manufacturer's standard warranty, that must be paid for will NOT be considered in evaluation.

PARTS AVAILABILITY: During the warranty period replacement parts for all vehicles shall be made available within five (5) working days. Unless clearly beyond the contractor's control, any parts requirements not fulfilled within that time will cause liquidated damages to be applied per the schedule in paragraph 24 of Special Provisions, based on the full contract price of the vehicle which the County is unable to use due to unavailability of parts. The Contractor may furnish an equivalent vehicle as a "loaner" to avoid these liquidated damages.