NOTICE OF SOLICITATION

GS-2027-04

FOR THE

FURNISHING AND DELIVERY

OF

ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK

November 2026

Approved:

Chief Procurement Officer

11/17/26

Date

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NOTICE OF SOLICITATION

SEALED OFFERS will be received up to and publicly opened at **2:00 p.m. on Monday, December 21, 2026**, at the Department of Water Office of the County of Kauaʻi ("Department of Water" or "Department"), 4398 Pua Loke Street, Līhuʻe, Kauaʻi, Hawaiʻi, for the furnishing and delivery of **GS-2027-04 ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK**, to the Department of Water. All bids shall be submitted via www.publicpurchase.com .

Pursuant to §103D-328, Hawaiʻi Revised Statutes, as amended ("HRS"), the successful Offeror shall be required to submit to the Department of Water a tax clearance from the State of Hawaiʻi Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to entering into a contract in the amount of $25,000 or more. The successful Offeror shall also be required to submit, as a prerequisite to entering into a contract of $25,000 or more, certificates of 1) Compliance, and 2) Good Standing pursuant to Hawaiʻi Administrative Rules ("HAR") §3-122-112.

Chief Procurement Officer

OFFER

FOR THE FURNISHING AND DELIVERY

OF

GS-2027-04

ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK

TO THE

DEPARTMENT OF WATER
COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAI'I

_____
Date

Chief Procurement Officer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Līhu'e, Kaua'i, Hawai'i 96766

The undersigned hereby agrees to furnish and deliver to the Department of Water, free of any and all liens, claims, and encumbrances whatsoever the following: **GS-2027-04 ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK** complete as specified herein, for the offer amount set forth below, all in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms and Conditions, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation hereof:

ITEM NO. 1 - GS-2027-04, ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, complete as specified hereinafter:

TOTAL SUM BID: $_____

Manufacturer's Make & Model _____

Year of Production_____

BID EVALUATION – Please check one

_____ Applicable information available

_____ Applicable information not available.

OFFEROR TO INSERT INFORMATION AND COMPLETE EPA TOTAL FUEL MILEAGE COST FOR THE APPROXIMATE LIFE OF THE VEHICLE.

100,000 Miles X $3.00 / (____EPA MPG) = $ _____ X 1 Unit = TOTAL $_____

Delivery shall be made within _____ calendar days.

ITEM NO. 2 - GS-2027-04, ONE (1) CREW CAB PICKUP TRUCK, complete as specified hereinafter:

TOTAL SUM BID: $_____

Manufacturer's Make & Model _____

Year of Production_____

BID EVALUATION – Please check one

_____ Applicable information available

_____ Applicable information not available.

OFFEROR TO INSERT INFORMATION AND COMPLETE EPA TOTAL FUEL MILEAGE COST FOR THE APPROXIMATE LIFE OF THE VEHICLE.

100,000 Miles X $3.00 / (____EPA MPG) = $ _____ X 1 Unit = TOTAL $_____

Delivery shall be made within _____ calendar days.

All extensions must be made by considering the quantities and unit prices as factors and all extensions and summations should be arithmetically correct; however, mistakes in an Offeror's Offer shall be governed by HAR §3-122-31. In case of an error in extension of the UNIT PRICE bid, the unit price bid shall govern.

Offerors also understand and agree that should a total amount be stated for any item, but no UNIT PRICE be stated, the UNIT PRICE shall be the amount arrived at by dividing the total amount stated by the quantity of units described.

Offerors also understand and agree that the quantities shown in the Offer are for purposes of comparing offers on a uniform basis only. As such, the **Department may increase or decrease the quantity of any item and enter into a contract based on the Department's actual requirements.** Should the quantity of any item be increased or decreased, the contract shall be entered into based on the unit prices bid and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract entered into based on the Department's actual requirements, any loss of anticipated profit or any expenses incurred by the Offeror as a result of submitting an Offer shall not constitute grounds for equitable adjustment of any payment. The Offeror waives and releases the Department from any claim for anticipated profit or loss should the quantities actually contracted for differ from those described in this Offer section.

In submitting this Offer, the Offeror also understands, agrees, and acknowledges as follows:

1. That items specified herein are being furnished for the exclusive use of the Department;

2. That the Offer price includes any and all costs, fees, and expenses (including, without limitation, delivery charges), and all applicable federal, state, and local taxes which apply to the described materials, or the furnishing, sale, or purchase thereof, whether assessed against, chargeable to, or payable to the Department of Water or the Board of Water Supply, or the Offeror;

3. That the Offeror will hold its Offer price(s) for **NINETY (90) CALENDAR DAYS** after the Offer submittal deadline;

    a. This ninety day period replaces the offer price period of the General Terms 3.2.

4. That the Chief Procurement Officer reserves the right to reject any or all offers in whole or in part and waive any defects if such a rejection or waiver will be in the Department's best interest and is consistent with HRS Chapters HRS 103 & 103D and their implementing administrative rules, and the Charter of the County of Kauaʻi, 1984, as amended;

5. That the Offeror declares that it has thoroughly studied, examined, and understood all of the terms and conditions of this solicitation and that the Offer submitted is made without collusion on the part of any person, firm, or corporation, and that no official or employee of the government is directly or indirectly interested in the Offer or in the supplies or work to which it relates or in any portion of the profits thereof;

6. That the Offeror certifies:

   a. That this Offer does not pose a conflict with the Kauaʻi County Code of Ethics, as referenced in Sec. 2.16 of the General Terms; and

   b. That this Offer is submitted with the knowledge that a "Certificate of non-collusion" as referenced in Sec. 2.5 of the General Terms, is required if competing subsidiaries or jointly owned companies submit offers;

7. That a price adjustment or preference, where applicable, will be applied for Hawaiʻi Products List Items (3%, 5%, 10%); Printing, Binding and Stationery Work (15%); Reciprocal preferences; Recycled Products (5%); Software Development business (10%); and out-of-state vendors and Tax Exempt entities (4.167%, 0.5%);

8. That the Offeror, upon award of contract, shall comply with all laws governing entities doing business in the State of Hawaiʻi, including HRS Chapters 237, 383, 386, 392, and 393, and shall:

   a. Be incorporated or organized under the laws of the State of Hawaiʻi; or

   b. Be registered to do business in the State of Hawaiʻi as a separate branch or division that is capable of fully performing under the contract.

   The Offeror shall produce documents to the procuring officer to demonstrate compliance with this Paragraph 8. Any Offeror making a false affirmation or certification under this Paragraph 8 shall be suspended from further offerings or awards pursuant to HRS §103D-702. (HRS §103D-310); and

9. That the Offeror has received and hereby accepts the following Addendum or Addenda and that the information provided therein is accounted for in this Offer.

Addendum No.	Date:
_____	_____
_____	_____
_____	_____
_____	_____

EVIDENCE OF THE UNDERSIGNED OFFEROR HAVING THE AUTHORITY TO SUBMIT THIS OFFER AND TO ENTER A CONTRACT IS HEREWITH FURNISHED.

Respectfully submitted,

_____

NAME OF OFFEROR (VENDOR)

_____

PRINT/TYPE NAME & TITLE

_____

AUTHORIZED SIGNATURE

OFFERORS ARE REQUIRED TO COMPLETE THE FOLLOWING INFORMATION FOR EVALUATION AND CONTRACT PURPOSES.

PLEASE DO NOT DETACH THIS SOLICITATION FROM THE SPECIFICATIONS. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR YOUR OFFER MAY BE REJECTED.

_____ Name of Offeror (Vendor)

_____ Address, Zip Code

(_____)_____ Telephone Number

_____ State of Hawai‘i General Excise Tax License No. (*See* General Terms 3.1(A))

_____ Federal Employer Identification No.

Type of Organization: (Please designate) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other (*please specify*) _____

State of Incorporation: ☐ Hawai‘i ☐ Other (*please specify*) _____
NOTE: If “OTHER,” is a corporate seal available in your Kaua‘i or Honolulu Office? ☐ Yes ☐ No

ATTACH AND ENCLOSE WITH YOUR OFFER, EVIDENCE OF AUTHORITY TO SIGN:

_____ NAME _____ TITLE

_____ NAME _____ TITLE

If the Offeror is a CORPORATION, the legal name of the corporation shall be set forth on the Offer, together with the signature(s) of the Officer(s) authorized to sign on behalf of the corporation and the corporate seal affixed thereto. **Evidence of the authority of the Officer(s) to sign on behalf of the Corporation SHALL be attached to this page and included in the Offer**. Acceptable evidence of authority to sign includes, but is not limited to, a copy of the articles of incorporation, corporate resolution, or corporate by-laws. (See HRS Ch. 415, Hawai‘i Business Corporation Act).

If the Offeror is a LIMITED LIABILITY COMPANY, the legal name of the company shall be set forth on the Offer, together with the signature(s) of the member of the limited liability company or manager of the manager-managed limited liability company authorized to sign on behalf of the entity. **Evidence of the authority of the Officer(s) authorized to sign on behalf of the company SHALL be attached to this page and included in the Offer.**

If the Offeror is a PARTNERSHIP, the legal name of the firm shall be set forth on the Offer, together with the signature(s) of the General Partner(s) authorized to sign on behalf of the partnership. **Evidence of the authority of the General Partner(s) authorized to sign on behalf of the partnership SHALL be attached to this page and included with the Offer**. Acceptable evidence of authority to sign for the partnership includes, but is not limited to, a copy of the partnership registration statement or authorization signed by all of the partners. (See HRS Ch. 425, Partnerships).

If Offeror is a SOLE PROPRIETORSHIP, Offeror’s signature shall be placed above.

SCOPE OF WORK AND AWARD
FOR THE

FURNISHING AND DELIVERY

OF

GS-2027-04

ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK

I. **DEFINITIONS**. As used in this Scope of Work and Award and as used elsewhere in this solicitation, the terms shall be defined as stated in the General Terms and Conditions for Goods and Services of the Department of Water, County of Kaua'i, dated August 25, 2010, as amended (herein "General Terms"), attached hereto and incorporated herein.

II. **SCOPE OF WORK**. The Contractor shall furnish and deliver the **GS-2027-04 ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES, AND/OR ONE (1) CREW CAB PICKUP TRUCK** as specified in this solicitation in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation and any award.

A. INSTRUCTIONS TO OFFERORS; OFFER SUBMISSION DOCUMENTS.

1. Offerors are required to submit as their Offer all of the documents listed in the Table of Contents. The Department has conveniently stapled or bound all of said documents for ease of submission.

2. **OFFERORS ATTENTION IS DIRECTED TO THE OFFER SECTION, WHERE EVIDENCE OF THE AUTHORITY OF THE PERSON(S) SIGNING THE SOLICITATION MUST BE INCLUDED WITH THE OFFER DOCUMENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REJECTION OF AN OFFER.**

3. **All bids shall be submitted via www.publicpurchase.com** . Offerors shall sign the Offer form in ink and submit the offer form with the original signature included in the Offer. If submission is via the Department's electronic procurement system, an electronic copy of the original signature is acceptable.

4. Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR §3-122-30(c) and (d); further, the material designated as confidential shall be readily separable from the Offer in order to facilitate public inspection of the non-confidential portions of the Offer.

5. The General Terms are attached hereto and incorporated into this solicitation. Offerors are advised to familiarize themselves with all of its terms and conditions.

B. PREFERENCES. The following preferences are applicable when preceded by a checked box. Information and legal and procedural requirements pertaining to all preferences can be found within the General Terms:

☐ HAWAI'I PRODUCTS PREFERENCE; SCHEDULE B. Pursuant to HRS 103D-1002, Offers should complete the Certificate of Hawai'i Products Preference for application of this preference. (See: General Terms, 3.1(B); applicable to IFB/CSP)

☐ PRINTING, BINDING, AND STATIONARY WORK PREFERENCE. Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR, production-related work shall be performed within the State of Hawai'i unless

otherwise permitted. Offerors should complete or answer applicable questions in the solicitation. (See: General Terms, 3.1(C); applicable to IFB)

☐ RECIPROCAL PREFERENCE. Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR, the Chief Procurement Officer may impose a reciprocal preference against Offerors from those states which apply preferences. (See: General Terms, 3.1(D); applicable to IFB)

☐ RECYCLED PRODUCTS PREFERENCE; SCHEDULE E. Pursuant to HRS 103D-1005, Offerors should complete the Certification of Recycled Content form (SCHEDULE E) in this solicitation; answer applicable questions in the Offer or solicitation; and state their prices for recycled and non-recycled products offered for application of this preference. (See: General Terms, 3.1(E); applicable to IFB)

☐ SOFTWARE DEVELOPMENT BUSINESS PREFERENCE. See General Terms 3.1(F); HRS 103D-1006 and HAR 3-124; applicable to IFB/CSP.

☐ HAWAIʻI EXCISE AND USE TAX PREFERENCE. For evaluation purposes, the Offeror's tax-exempt price shall be increased by the applicable retail rate of general excise tax and the applicable use tax. For competitive sealed bids, the lowest responsive, responsible Offeror, taking into consideration the above increase, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the price offered and shall not include the amount of the increase.

See: HAR §3-124-50, et. seq. Any "taxpaying bidder," as defined in HAR §3-124-51, shall qualify for a tax preference by submitting with an offer a current and valid tax clearance certificate issued by the State of Hawaiʻi Department of Taxation and the U.S. Internal Revenue Service.

☐ QUALIFIED COMMUNITY REHABILITATION PROGRAMS PREFERENCE. Pursuant to HRS 103D-1009, a five per cent preference shall be given to services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the DLIR for all competitive sealed bid and proposal procurements.

Organizations listed in the "Partners in employment program list," also known as the PEP, issued by the State Procurement Office, qualify for a 5% preference. For application of this preference Offeror shall submit with the Offer the "Certificate of Eligibility to Claim a Preference as a Qualified Community Rehabilitation Program" form. (Form available upon request only; See General Terms 3.1(G)).

Any contract awarded pursuant to this preference shall be exempt from the wages provision of HRS 103-55.

Said preference shall be applied by increasing the offer price for non-community rehabilitation program Offerors.

☐ HRS 103-55, WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONRACTORS SUPPLYING SERVICES, SCHEDULE A. Contractors supplying services in excess of $25,000 shall complete and submit with their Offer a signed statement certifying compliance with HRS §103-55.

C. STATE OF HAWAIʻI TAX REQUIREMENTS. The Offeror's attention is directed to Publication-1 issued by the State of Hawaiʻi reference to information on Hawaiʻi State Taxes administered by the Department of Taxation. Copies of said Publication-1 are on file and may be inspected and/or obtained at the Division of

Purchasing, Department of Finance, County of Kaua‘i, during regular business hours of the County.

D. NON-DISCRIMINATION. The contractor or subcontractor shall not discriminate on the basis of race, religion, color, sex, or national origin in the performance of this contract. Failure to comply with this requirement may be cause for termination of this contract or such other remedy as the Department deems appropriate.

E. GENERAL RULE FOR APPLICABILITY OF THE TERMS AND CONDITIONS FOR THIS SOLICITATION. The terms and conditions stated in this solicitation shall not apply to any transaction if the provisions conflict with any federal laws or if it shall prevent the Department from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

F. BID BOND OR PERFORMANCE AND PAYMENT BONDS. For this solicitation:

1. Bid bond **is not required** in an amount equal to at least five per cent of the base bid and additive alternates or in an amount required by the terms of the federal funding, when required.
2. Performance bond **is not required** in an amount not to exceed fifty per cent of the amount of the contract price, when required.
3. Payment bond **is not required**. in an amount not to exceed fifty per cent of the amount of the contract price, when required.

III. **METHOD OF AWARD**. The award of the contract shall be made in writing to the **lowest responsive, responsible offeror** whose offer is deemed by the Department to be in the best interest of the Department and in compliance with HRS 103D-410. The Department shall add the “energy efficiency through life cycle costing” (the total cost of fuel for the approximate life of the vehicle based on the current Federal EPA Gas Mileage Gas Guide) to determine the lowest Offer price for the vehicle(s) as defined below:

A. Definitions to the formula to compute the total evaluated bid price (total bid price of the vehicle plus the total cost of fuel) as listed in the offer page.

1. “Total Evaluated Bid Price” is the total of fuel for the approximate life of the vehicle, which shall be added to the total bid price of the vehicle, solely for the purpose of determining the lowest responsible Offeror.

2. The 100,000 miles is the estimated total city miles to be derived for the approximate useful life of the vehicle(s).

3. The $3.00 represents the approximate price per gallon unleaded gasoline, which the Department is paying for fuel at the present time.

4. The “Federal City Driving EPA MPG” shall be the EPA rating published by the U. S. Department of Energy, which the Department shall use as the official EPA MPG listing to compute the cost of fuel for the life of the vehicle. All Offerors shall use the latest issue of the Federal EPA MPG listing, which is available from the local U. S. Department of Energy Office.

5. The total cost of energy efficiency through life cycle costing shall be computed by dividing the 100,000 total miles by the Federal City Driving EPA city MPG rating and multiplied this amount by $3.00 (the approximate cost of fuel) multiplied by the number of units which shall be added to the total cost of the vehicle, to arrive the total evaluated bid price. In computing the total evaluated bid price, Offerors shall compute the cost to two decimal places.

   All Offerors shall insert their own Federal EPA (city) MPG rating and complete the computation; however, the Department shall confirm the computation accuracy.

In the event the Offeror's vehicle performance rating has been filed with the U.S. Department of Energy, but is missing or omitted from the latest publication, the Offeror shall submit with his offer his factory certificate, certifying that the vehicle's performance rating is on file with the Department of Energy and submit the performance rating. Failure to comply with the requirements herein shall be sufficient cause for rejection of offer.

In case of an error in extending the unit bid price, the unit bid price shall govern. In the event of an error in computing the total cost of energy efficiency through life cycle costing; the computation procedure under (5) above shall govern.

B. LOWEST RESPONSIBLE OFFEROR. Award will be made to the responsible, responsive Offeror whose vehicle complies with the specifications herein, in the following order of priorities:

6. To the Offeror with the lowest total evaluated bid price which includes the total cost of the vehicle and the total gasoline mileage cost for the approximate life of the vehicle.

7. In the event the Offeror bidding on the total evaluated price (total cost of the vehicle and total gasoline mileage cost for the approximate life of the vehicle), competes with an Offeror who is unable to furnish substantiating data to compute the total evaluated bid price, preference shall be given to the Offeror submitting the total evaluated bid price.

8. In the event all Offerors are unable to bid on the total evaluated bid price, award will be made to the Offeror offering the lowest unit bid price of the cost of the vehicle.

9. The contract amount of any contract awarded shall be the amount of the bid offered on the vehicle only and shall not include the total gasoline mileage cost for the approximate life of the vehicle.

C. In the event that the low Offeror is the same for more than one of the vehicles, a single contract will be made for the applicable vehicles.

D. Additionally, General Terms 3.2 shall apply to any award, as amended herein.

E. The Department reserves the right to increase, decrease, or modify the quantity of the any item and enter into a contract in accordance with available funds. Should the quantity of any item be increased, the contract shall be entered into at the same unit price(s) in the offer and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract is entered into according to available funds, any loss of anticipated profit or any expenses incurred by the Offeror as a result of submitting an offer shall not constitute grounds for equitable adjustment of any payment.

IV. OFFEROR'S RESPONSIBILITY; SUCCESSFUL OFFEROR.

A. Offeror is advised that if awarded a contract of $25,000 or more under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of HAR §3-122-112. The successful offeror is advised that it shall, prior to award of the contract, furnish proof of compliance with the requirements of HAR §3-122-112**:**

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

(herein a "Hawai'i business"); or

b) Be registered to do business in the State. (herein a "compliant non-Hawai'i business").

B. To comply with these requirements, the successful offeror shall produce the following documents to the Department of Water to demonstrate compliance with this section.

1. HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

a) Pursuant to H.R.S. §103D-328, successful offeror shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation ("DOTAX") and the U.S. Internal Revenue Service ("IRS"). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the Department of Water.

b) The tax clearance certificate shall be obtained on the State of Hawai'i, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website: http://www.state.hi.us/tax/alphalist.html#a
DOTAX Forms by Fax/Mail: (808) 587-7572 or 1-800-222-7572

c) 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) 539-1573

d) 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 Department of Water.

e) **Contractor is also required to submit a tax clearance certificate for final payment on the contract.** A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

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

a) Pursuant to H.R.S. §103D-310(c), the successful offeror shall be required to submit an approved certificate of compliance issued by the Hawai'i 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 Department of Water.

b) The certificate of compliance shall be obtained on the State of Hawai'i, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/LIR#27, 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 Department of Water.

c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Department of Water.

C. REQUIREMENT FOR AWARD. To be eligible for award, the offeror must

comply as follows:

1. Hawai‘i Business. A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance, offeror shall submit a C*ERTIFICATE OF GOOD STANDING* issued by the State of Hawai‘i Department of Commerce and Consumer Affairs Business Registration Division (“BREG”). A Hawai‘i business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An offeror’s status as sole proprietor or other business entity and its business street address indicated on the OFFER form will be used to confirm that the offeror is a Hawai‘i business.

2. Compliant Non-Hawai‘i Business. A business entity referred to as a “compliant non-Hawai‘i business” is not incorporated or organized under the laws of the State of Hawai‘i but is registered to do business in the State of Hawai‘i. As evidence of compliance, offeror shall submit a *CERTIFICATE OF GOOD STANDING.*

    a) To obtain a *CERTIFICATE OF GOOD STANDING* go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a “Certificate of Good Standing” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “Certificate of Good Standing” is valid for six months from date of issue and must be valid on the date it is received by the Department of Water.

    b) Offerors are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

D. TIMELY SUBMISSION OF ALL CERTIFICATES. All certificates should be applied for and submitted to the Department of Water as soon as possible after the Department provides the written Notice of Award. **If valid certificates are not submitted on a timely basis after the Department so notifies the successful offeror, the successful offeror’s Offer shall be disqualified and any prospective award (even though the successful offeror’s offer is otherwise responsive and responsible) shall be cancelled without any liability whatsoever to the Department of Water**. The Department, and not the successful offeror, shall determine whether all necessary certificates have been timely submitted.

E. AWARD TO SUBSEQUENT OFFEROR. If the Department cancels **any** prospective award for failure to submit all required certificates, the Department reserves the right to make an award to the next-lowest, responsive, responsible Offeror who is able to submit all of the required certificates.

F. FINAL PAYMENT REQUIREMENTS. An original “Certification of Compliance for Final Payment” (SPO Form-22), will be required for final payment and is attached hereto.

V. DELIVERY CONDITIONS AND SAFETY REQUIREMENTS.

A. Before the delivery of the vehicle(s), for acceptance by the Department, the Contractor shall, at its own expense, be responsible for:

1. Weighing each vehicle;
2. Securing all weight registration forms and completing each registration form. Registration shall be in the name of the Department of Water, County of Kaua‘i;
3. Ensuring that each vehicle delivered meets Federal, Hawai‘i State and County safety requirements including furnishing all safety stickers; and
4. Washing and polishing completely each vehicle and delivering the vehicle(s) with full tanks of fuel.

B. The Department shall be responsible for obtaining all license plates.

VI. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. ASSEMBLED DELIVERIES. The vehicle and/or equipment specified herein shall be delivered to the Department completely assembled.

B. PRE-DELIVERY INSPECTION. The Contractor may request in writing that the Department perform a pre-delivery inspection on the equipment at the Department's shop facilities. In the event the pre-delivery inspection is not conducted within three (3) working days from receipt of the written request, the Contractor shall immediately notify the Chief Procurement Officer.

C. DELIVERY. The Contractor shall be responsible to contact the Department for delivery appointment and arrangement and; further shall physically deliver the vehicle(s) to the destination as specified herein. In the event the Contractor is unable to comply with these provisions for reasons beyond its control, the Contractor shall immediately notify the Chief Procurement Officer.

D. A delivery receipt shall be supplied by the Contractor, showing the description of the vehicle(s), date, time and place of delivery. The receipt shall be properly executed by the Contractor and the Department at the time of delivery. The Contractor shall submit a copy of the delivery receipt to the Department within three (3) working days thereof.

E. ACCEPTANCE; REJECTION. The Department shall notify the Contractor, in writing, within ten (10) working days after delivery, if the vehicle(s) has been accepted or rejected. In the event the vehicle(s) is rejected, the Department shall furnish written details of the deficiencies.

VII. WARRANTIES, TECHNICAL MANUALS, AND ADVICE.

A. WARRANTIES AND CERTIFICATION. All materials shall be warranted against factory defects. The warranty on the vehicle(s) and/or equipment shall be the standard manufacturer's warranty against factory defects. The contractor shall also submit those certifications described in the Specifications section of this solicitation.

B. TECHNICAL MANUALS. Contractor shall furnish a copy of each of the vehicle(s) and/or equipment warranty and the following technical manuals with the delivery for each of the vehicles and equipment:

1. Service and Repair Manuals
2. Technical Service Bulletins
3. Operator's Manual
4. Parts Manual

C. ADVICE. The Offeror shall, without cost to the Department, provide all technical advice such as, but not limited to vehicles and equipment usage, service, repairs and identification of replacement of parts.

VIII. DELIVERY TIME REQUIREMENTS.

The Contractor shall deliver the item specified in this solicitation within **THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS**, or sooner, as stated in the Written Notice to Proceed.

IX. DELIVERY LOCATION.

The vehicle shall be delivered to:

County of Kauaʻi, Department of Water
Ryan Smith, Chief of Water Operations
4398 Pua Loke Street
Līhuʻe, Kauaʻi, Hawaiʻi 96766

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Required by HAR §3-122-112)

Reference: _____ _____
(Contract Number) (IFB/RFP Number)

_____affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SPO Form – 22 (11/03)

SPECIFICATIONS

ITEM NO. 1

ONE (1) ¾ TON EXTENDED CAB 4x4 PICKUP TRUCK WITH LIFTGATE AND ACCESSORIES

THE MINIMUM SPECIFICATIONS SHALL NOT BE LESS THAN:

DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S PROPOSAL MUST BE FILLED
Year	New, of current production model.	
Model	Extended Cab ¾ ton 4x4 pickup truck of similar capacity, quality, and configuration.	
GVWR	10,000 lbs. minimum	
Wheelbase	148 inches minimum	
Payload Capacity	3,400 lbs. minimum	
Bed Length	6 ft. minimum	
Ground Clearance	8.5 inches minimum	
Seating Capacity	6 persons minimum	
Charging System	410 Amp Dual Alternators, factory installed dual batteries.	
Engine	7.3L Gas V-8 engine with minimum 400 horsepower and 445 lb. -ft torque.	
Transmission	10-speed automatic minimum.	
Drivetrain	Shift on the fly 2-speed electronic transfer case, 4:30 ratio e-locking rear axle.	
Steering	Hydraulic or electric power assisted.	
Tires	17" steel wheels LT245 BSW 17 A/T tires or of similar capacity, full size spare.	
Fuel Tank	34 gallons minimum.	
Lights & Safety Equipment	Meet or exceeds federal requirements.	
Towing	Trailer hitch receiver class 3, with keys, receiver locking pin, with class 3 pintle hook hitch.	
	Factory installed trailer brake controller.	
Features and Accessories	Upfitter switches.	
	Heater-defroster and air conditioning.	
	40/20/40 Vinal split bench front seat.	
	Black rubberized vinal floor covering.	
	Removable rubber floor mats, front and rear.	
	AM-FM stereo radio, w/Bluetooth wireless phone connection.	
	Power windows power door locks, power exterior trailer tow mirrors.	
	Hill descent control.	
	Air bag system.	
	ABS – anti lock brake system/traction control system.	
	Three (3) door and ignition key sets with three (3) fobs, or three (3) Key fobs (all doors).	
	12-volt power outlet, and USB outlet.	
	Spray-on bedliner.	
	Platform running boards.	
	Factory installed skid plates – transfer case and fuel tank.	
	Factory installed auxiliary rear springs.	
	Splash guards/mud flaps front and rear.	
Extra Equipment	102 dba back up alarm.	

DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S PROPOSAL MUST BE FILLED
	2.5-pound ABC / dry chemical steel fire extinguisher to be mounted in cab.	
	One (1) roadside safety kit w/triangles and flares/LED flare lights.	
	Rear view back up camera to display in the center stack screen.	
	HD Aluminum cross body toolbox - .125 aluminum tread plate construction, HD dual gas shocks, keyed lock with 2 sets of keys, aluminum tool tray, treated with aluminum protectant coating.	
	Rear lift gate – dual hydraulic cylinders, 1,500 lb. capacity, 2-piece aluminum platform – 55"x38" plus 6" all steel components shall be hot-dipped galvanized, LED light kit.	
	Light Bar – Whelen Justice WCX series light bar model RX2FFFF – 56.25" amber/white DUO or equal to, 4 corner lights (DUO white/amber), super LED alley lights (on each side of light bar), super LED take down lights (2 in the front, 2 in the rear), DUO white/amber (8 in front, 8 in rear), control system – Whelen core C system with Whelen CCP9 controller and Whelen WEM-16 expansion module, strap kit for Ford Super Duty Pickup.	
Rustproofing	The complete automotive equipment shall be covered with a mastic underseal & treated with Tuff-Kote, Ziebart or equal, rust preventative material. The contractor shall furnish a copy of the warranty for each unit delivered.	
Manuals	The following manufacturer's manuals in paperback, CD, or USB drive, shall be provided: a) Operators' manual. b) Parts manual. c) Service manual.	
Warranty	Manufacturer's Standard Warranty.	
Note	Unit shall be brand new and complete, meeting these specifications describing this unit. Unit shall be completely assembled, serviced and in good running order and delivered to the destination indicated.	
Delivery	365 calendar days or sooner.	

SPECIFICATIONS

ITEM NO. 2

ONE (1) CREW CAB PICKUP TRUCK

THE MINIMUM SPECIFICATIONS SHALL NOT BE LESS THAN:

DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S PROPOSAL MUST BE FILLED
Year	New, of current production model.	
Model	Crew cab pickup truck of similar capacity, quality, and configuration.	
Exterior Color	White	
Wheelbase	128 inches, minimum	
Payload Capacity	1,200 lbs., minimum	
Bed Length	60 inches, minimum	
Ground Clearance	7.6 inches, minimum	
Seating Capacity	2-person, minimum	
Engine	2.3L with minimum 270 horsepower and 310 lb. – ft torque.	
Transmission	10-speed automatic minimum.	
Drivetrain	4x4 with factory off – road package with 3:73 ratio electronic locking rear axle.	
Steering	Hydraulic or electric power assisted.	
Tires	LT 255/70 R17 A/T, All-Terrain tires.	
Fuel Tank	18 gallons, minimum.	
Lights & Safety Equipment	Meet or exceeds federal requirements.	
Features	Heater – defroster and air conditioning.	
	AM-FM stereo radio, w/Bluetooth.	
	Power windows and locks.	
	Mirrors, sideview – manual – folding, power glass with black skull caps.	
	Air bag system.	
	ABS – anti lock brake system/traction control system.	
	Three (3) door and ignition key sets with three (3) fobs, or three (3) Key fobs (all doors).	
	12-volt power outlet, and USB outlet.	
	Tough Bed spray-in bedliner, or compatible.	
Extra Equipment	2.5 – pound dry chemical fire extinguisher to be mounted in cab.	
	One (1) roadside safety kit w/triangles and flares/LED flare lights.	
	Splash guards/mud flaps front and rear.	
	Removable rubber floor mats, front and rear.	
	Running boards.	
	Aluminum gull wing toolbox with .125 diamond plate aluminum, dual gas struts on each lid, and aluminum protectant, with keyed lock.	
	Whelen 9XS Edge Duo fully populated amber/white light bar with alley lights. Whelen CCP9 Core Control System with Whelen WEM 16 Expansion Module. Light Bar to be approximately the width of the top of the vehicle.	
Rustproofing	The complete automotive equipment shall be covered with a mastic underseal & treated with Tuff-Kote, Ziebart or equal, rust preventative material. The contractor shall furnish a copy of the warranty for each unit delivered.	

DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S PROPOSAL MUST BE FILLED
Manuals	The following manufacturer's manuals in paperback, CD, or USB drive, shall be provided: a) Operators' manual. b) Parts manual. c) Service manual.	
Warranty	Manufacturer's Standard Warranty.	
Note	Unit shall be brand new and complete, meeting these specifications describing this unit. Unit shall be completely assembled, serviced and in good running order and delivered to the destination indicated.	
Delivery	270 calendar days or sooner.	

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

(Attached Separately)