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.: (808) 587-1244
E-mail Address: michael.b.clack@hawaii.gov
or
marc.s.yamamoto@hawaii.gov

Provide the following information:

- Name of Company
- Mailing Address
- Name of Contact Person
- Telephone Number
- 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.

Request for Information

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

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: September 14, 2016

INVITATION FOR BIDS
NO. PSD 17-HCCC-01

SEALED BIDS
FOR
FURNISHING

REFUSE COLLECTION AND DISPOSAL SERVICE
FOR THE
HAWAII COMMUNITY CORRECTIONAL CENTER

will be received up to and opened at 2:00 p.m. (HST)
on
September 26, 2016

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

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

Nolan P. Espinda, Director
Department of Public Safety

_____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No.: PSD 17-HCCC-01

Title of IFB: REFUSE COLLECTION AND DISPOSAL SERVICE FOR THE HAWAII COMMUNITY CORRECTIONAL CENTER

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of $25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and

2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

PSD 17-HCCC-01
REFUSE COLLECTION AND DISPOSAL SERVICE
HAWAII COMMUNITY CORRECTIONAL CENTER

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 103D General Conditions Form AG-008 Effective 10/17/2013 by reference made a part hereof and available upon request 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 √ one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____
Hawaii General Excise Tax License I.D. No.: _____
Payment address (other than street address below): _____
City, State, Zip Code: _____
Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

_____
Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address:
_____

* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

_____

The following offer is hereby submitted for PSD 17-HCCC-01 Refuse Collection and Disposal Service for the Hawaii Community Correctional Center (HCCC), as specified herein:

Description	Estimate C.Y. Refuse Per Month	Unit Bid Price	No. of Months	Total Estimated Bid Price Annually
HCCC Containers				
1. **MAIN HCCC COMPLEX** 60 Punahele Street Refuse	34 2/3	$_____/ c.y.	12	$_____
2. **HALE NANI COMPLEX** 3200 Kanoelehua Avenue Refuse	234	$_____/ c.y.	12	$_____
TOTAL SUM BID				$_____

Percentage of bid price per cubic yard/load representing labor costs: _____

Current Land fill Disposal Fee / c.y.: _____ / c.y.

Other fees applicable to these services: _____ / c.y.

Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions?

☐ Yes ☐ No

If yes, list similar positions: _____

_____

County of Hawaii Refuse Collection License No.: _____

Permanent Office Address: _____

Telephone No.: _____ (Answering service is not acceptable)

Facsimile No.: _____

e-mail address: _____

Offeror _____
Company Name

Insurance coverage is carried by: (where applicable)

	Carrier	Policy No.	Agent
Commercial General Liability:	_____	_____	_____
Automobile Liability:	_____	_____	_____
Worker's Compensation:	_____	_____	_____
Temporary Disability:	_____	_____	_____
Prepaid Health Care:	_____		

Unemployment Insurance: State of Hawaii Labor No.: _____

Names and addresses of companies or government agencies for which Offeror has provided or is currently providing refuse collection service:

Name	Contact Person	Telephone

Offeror _____
Company Name

SPECIFICATIONS

SCOPE OF WORK

Contractor shall provide refuse collection and disposal service for the Department of Public Safety's Hawaii Community Correctional Center (HCCC) including the Hale Nani Complex. Services shall include all labor, transportation, equipment, compactors, and refuse containers necessary to collect and dispose of refuse in accordance with the Specifications, Special Provisions, and 103D General Conditions Form AG-008 Effective 10/17/13 as specified herein.

CONTAINERS

Containers. Contractor shall provide a total of five (5) containers of varying capacities for the two locations listed below. The State reserves the right to increase or decrease the number of containers when necessary. Container locations at the facility will be determined by the Contract Administrator.

Containers shall be uniformly painted and of metal construction with casters and covers that can easily open and close. Requests for substitution may be approved, and such approval will be made in writing by the Contract Administrator.

Contractor shall maintain an ample supply of spare containers to serve as replacements or additions, in order that refuse can be handled without delay.

If Contractor who is awarded this contract is other than the Contractor currently providing the service, all refuse containers must be delivered to the site locations on or before **October 31, 2016 or the commencement date stated on the Notice to Proceed** to prevent any interruption of services to the facility.

Contractor will not be responsible for the condition of any container that has been maliciously burned.

COLLECTION SCHEDULE

Collections shall be made in accordance with the schedule listed below. Changes in days designated for collection and disposal service may be made, provided written approval is granted by the Contract Administrator.

Location No. 1 – Main HCCC Complex, 60 Punahele Street.

Two Containers:	One 2 c.y. container at Waianuenue enclosure, 2 x per week
	One 2 c.y. container at Punahele/Komohana Building, 2 x per week

Location No. 2 – Hale Nani Complex, 3200 Kanoelehua Avenue.

Three Containers:	Two 3 c.y. containers at Hale Nani Mauka, 6 x per week
	One 3 c.y. container at Hale Nani Kitchen, 6 x per week

Contractor shall schedule pickup time such that pickups are done at approximately the same time of day consistently throughout the contract. Contractor shall adhere to the schedule as approved. Hours of collection at HCCC shall be between 5:00 a.m. and 3:30 p.m., Monday

through Friday. Hours of collection on Saturday shall be as mutually agreed upon between the Contractor and the Contract Administrator.

For scheduled pickup days falling on a State holiday, Contractor may make pickup(s) on the day before or day after the scheduled collection(s). Contractor shall contact the Contract Administrator to arrange for a mutually acceptable day.

LIQUIDATED DAMAGES
If for any reason, collection is not made as scheduled, Contractor shall be given twenty-four (24) hours to "make up" the collection. Such "make up" collection shall be coordinated with the Contract Administrator and shall be made at no additional cost to the State and no penalty to the Contractor. The State will not pay for any missed collection which Contractor fails to "make up" within the allowed twenty-four (24) hour period. In addition, Contractor shall be subject to a penalty of One Hundred Dollars ($100.00) per container for each scheduled pickup Contractor fails to "make up" within the allotted twenty-four (24) hour period. Any penalty assessed to the Contractor will be deducted from the monthly invoice.

CONTAINER MAINTENANCE

Containers. Contractor shall keep containers in good repair and appearance at Contractor's own expense. Equipment and materials needed to perform required maintenance shall be furnished by the Contractor. Any container deemed by the Contract Administrator to be undesirable shall be replaced with an acceptable container within seven (7) calendar days after notification.

Contractor shall hose down and deodorize any container found to be soiled with wet rubbish or food refuse. Cleaning of container shall not be done on facility grounds. Every fourth week, Contractor shall clean each container to the complete satisfaction of the Contract Administrator.

Contractor shall oil movable parts (hinges, casters, etc.) as needed. All equipment, water, and materials needed to perform any required maintenance shall be furnished by the Contractor.

In the event Contractor fails to maintain the containers as required and the Contract Administrator notifies Contractor of his failure to keep the container in good repair and appearance, Contractor shall replace the deficient container with a container acceptable to the Contract Administrator within seven (7) calendar days of notification, or respond in writing within seven (7) working days after notification of an undesirable container to the Contract Administrator of the action taken to correct the deficiency.

LIQUIDATED DAMAGES
Repeated failure of Contractor to correct container deficiencies on a timely basis, or to respond to the Contract Administrator within seven (7) calendar days, in writing, of the action taken to correct the deficiencies, shall be deemed sufficient cause for assessing a penalty of One Hundred Dollars ($100.00) per day per container and cause for contract termination. Any penalty assessed to the Contractor will be deducted from the monthly invoice.

Contractor will not be responsible for the condition of any container that has been maliciously burned.

EQUIPMENT

Vehicles and equipment used by the Contractor to collect and remove the refuse shall be clean and well maintained, both mechanically and in appearance. All equipment used to collect and remove refuse shall be covered to prevent littering.

DISPOSAL

Contractor shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal.

EMERGENCY PICKUPS

Contractor agrees to make unscheduled collections when requested. Such "emergency calls" shall be completed within twenty-four (24) hours after notification. Bid price per cubic yard/load will be used as the basis for charges for "emergency calls", provided such charges are modified by mutual agreement at the time of the emergency to account for additional expenses, if any, incident to making a special pickup.

SECURITY

Vehicle and equipment will be inspected to insure that contraband is not brought onto the facility. Introduction of any contraband on the facility will be cause for immediate termination of the contract.

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	=	103D General Conditions Form AG-008 Effective 10/17/13.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax
HCCC	=	Hawaii Community Correctional Center

SCOPE

The furnishing of Refuse Collection and Disposal Service for the Department of Public Safety's HCCC, shall be in accordance with these Special Provisions, the attached Specifications, and the GC by reference made a part hereof and available at the ASO-PC.

CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. Peter Cabreros, the Warden of HCCC (telephone (808) 933-0428), acting either directly or through his authorized representative, is the designated Contract Administrators. Accordingly, the Contract Administrators will be responsible for monitoring the Contractor's performance and will verify that the contract services have been rendered.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing the services specified herein for the twelve-month period, beginning October 31, 2016 or the official start date on the Notice To Proceed.

Unless terminated, the contract may be extended for not more than two (2) additional twelve-month periods, or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, provided the bid price per cubic yard/load remains the same or as adjusted in accordance with the price adjustment provisions below and/or by State-initiated contract modification.

SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect the proposed site to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions

or work to be performed. Offerors shall arrange for a project inspection with the Contract Administrator.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

RESPONSIBILITY OF OFFERORS

Offerors are required to submit the items below with their offer. Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR.

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").

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFEROR QUALIFICATION. Offeror must have an established business in the State of Hawaii and shall have a permanent office location from where he conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Offeror shall indicate the business address, telephone number and name of his contact person on the Offer Form.

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.

SUBMISSION OF OFFER

Faxed Documents: Facsimile version of bid offers shall NOT BE ACCEPTED. Offerors shall plan accordingly to meet the bid opening date.

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

Offeror's name, address, and telephone number
The words, "INVITATION FOR BIDS"
The Invitation for Bids number
The title of the Invitation for Bids
The date and time of bid opening

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.

OFFER PREPARATION

Offer Form, Page OF-1. 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 exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. 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.

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 .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .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 §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.

Bid Price. The bid prices shall be the all-inclusive cost to the State, and no other charges will be honored, unless addressed herein. Bid price per cubic yard shall include labor, equipment, transportation, the County (COUNTY OF HAWAII) disposal fees, County recycling surcharge, the State solid waste management surcharge, all applicable taxes, and any other costs incurred to provide services specified herein. Bid price per cubic yard shall be applicable to additional services as requested by the State.

Labor Costs: Offeror must indicate on Offer Form, page OF-2, the percentage of his bid price per cubic yard/load that represents labor costs, if applicable. Such information will be used by the State to calculate price adjustments.

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

An Offeror may submit only one offer in response to this solicitation. If an Offeror submits more than one offer in response to this solicitation, then all Offeror's offers shall be rejected. Similarly, an Offeror may submit one offer per line item (if any) of this solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

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

Insurance. Offeror shall provide insurance information as requested on the Offer Form.

References. Offeror shall list on Offer Form, companies or government agencies for which Offeror has provided the same or similar services as specified, and who can attest to the Offeror's service performance. The State reserves the right to contact the references to inquire about Offeror's current or past job performance.

Wage Certificate. Offeror shall complete and submit the attached wage certification by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in

wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work of their employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for State positions that perform refuse collection service duties. Effective September 8, 2016, the basic hourly wages paid to these State positions are:

Class	Hourly Rate
Heavy Truck Driver (BC07)	$21.65
Refuse Collector (BC06)	$20.01
Truck Driver (BC06)	$20.81
Truck Driver - Laborer (BC05)	$20.01

Accordingly, Offeror should consider the aforementioned wage rate when preparing the offer.

CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

Should the wages of State employees increase during any period of the contract, subsequent to September 8, 2016, the Contractor may request for increase in contract price. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for an increase must meet the following criteria:

1. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page, the percentage of the bid price per cubic yard/load that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase may not be considered.

2. Contractor's request for an increase shall be submitted in writing to the Department of Public Safety's Planning, Programming, and Budget Office, on a timely basis.

   a. Request for increase for the initial contract period must be made as soon as practicable after the State wage statements are made public. **Contractor's request for an adjustment to the contract price due to public employee wage increases, shall be retroactive only to the beginning of the current twelve-month or shorter contract period.**

   b. Request for an increase for a supplemental period of the contract should be made prior to the start of the supplement. Contractor should call the Procurement and Contracts Unit at (808) 587-1215 to obtain the current wage information.

3. At the time of request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the specified public employees. Documents shall include employees' payroll records and a statement that those employees are being utilized for this contract.

4. The price adjustment method by which the bid price shall be calculated is as follows:

   First Increase: I = (O x L x S)

   Subsequent Increase(s): I = (A x S)

   Whereby: I = Dollar amount increase in bid price per cubic yard/load due to an increase in State wages;
   O = Original contract price per cubic yard/load;
   L = Percentage of bid price cubic yard/load designated by Contractor as representing labor costs;
   S = Percentage increase in wages paid to State employees performing similar work;
   A = That portion of the contract amount representing wages (this amount is O times L plus any increase(s) in contract price per cubic yard/load resulting from increase in State wages).

   The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

5. In addition to the allowed wage increase, Contractor may apply for the percentage (%) fringe benefits required by statute. However, the resulting fringe benefit percentage increase shall only be applicable to the actual dollar amount of the increase, and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

   If the request includes an adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid. The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health care.

   The percentage increase for fringe benefits is set at 16%, which includes workers' compensation, temporary disability insurance and unemployment insurance. If Contractor is able to document that its percentage for fringe benefits is higher than 16%, the State will review the Contractor's claims.

   If allowable fringe benefits are requested, then the following method of calculation shall be applied to the allowed wage increase:

   B = I x 16%

   Whereby: B = Allowed increase for fringe benefits
   I = Dollar amount increase in bid price per cubic yard/load due to increase in State wages
   16% = % of wage increase (I) allowed for fringe benefits

CONTRACT PRICE ADJUSTMENT DUE TO REFUSE DISPOSAL RATE CHANGES

Subsequent to bid opening, when the County of Hawaii (COUNTY OF HAWAII) has a disposal rate change, the following formula will be used to calculate the increase per cubic yard/load.

$$[(N - O) \div 2000] \times W \times C$$

Whereby:
- N = New COUNTY OF HAWAII disposal unit charge per ton
- O = Old COUNTY OF HAWAII disposal unit charge per ton
- 2000 = Pounds per ton
- W = Base weight per cubic yard of refuse (125 lbs. per container cubic yard and 400 lbs. per compactor cubic yard will be used)
- C = Cubic yards per container/compactor

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

RECYCLING FUND SURCHARGE

Offerors shall include the COUNTY OF HAWAII recycling fund surcharge in their bid prices. No increases will be allowed to the Contractor based on the 12% surcharge on the current COUNTY OF HAWAII refuse disposal rate of $85.00/ton. If the COUNTY OF HAWAII does increase the recycling fund surcharge, the following formula will be used to calculate the increase per cubic yard/load:

$$[(R \times I) \div 2000] \times W \times C$$

Whereby:
- R = COUNTY OF HAWAII refuse disposal rate per ton;
- I = % increase to COUNTY OF HAWAII recycling surcharge;
- 2000 = Pounds per ton;
- W = Pounds per cubic yard of refuse (125 lbs. per container cubic yard and 400 lbs. per compactor cubic yard will be used);
- C = Cubic yards per container/compactor.

SOLID WASTE MANAGEMENT SURCHARGE

Offerors shall include the State's solid waste management surcharge in their bid price, if applicable. If there is a future increase for this surcharge, the adjustment per cubic yard shall be based on the following formula:

$$(I \div 2000) \times W \times C$$

Whereby:
- I = Amount of the State's solid waste management surcharge increase per ton
- 2000 = Pounds per ton
- W = Pounds per cubic yard of refuse (125 lbs. per container cubic yard and 400 lbs. per compactor cubic yard will be used)
- C = Cubic yards per container/compactor

PRICE ADJUSTMENT BY THE STATE

Change in Number of Pickups or Containers. The total contract price is based on the maximum amount of refuse to be generated per contract period. The State reserves the right to increase or decrease the number of pickups and/or containers. Such increases and decreases shall be made only upon written authorization/contract modification of the Contract Administrator. If an increase or decrease in refuse is generated as to necessitate additional or less pickups or containers, the bid price per cubic yard/load shall be used to compute the adjusted cost.

INSPECTION OF OFFERS

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.

AWARD OF CONTRACT

Method of Award. Award, if made, will be to the qualified responsive and responsible Offeror submitting the lowest total sum bid. Offeror shall make an offer on all items to qualify for award consideration.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when 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).

REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the Department of Public Safety, Administrative Services Office- Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, HI 96814 (ASO-PC) prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, 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 http://vendors.ehawaii.gov 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 the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for 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, lowest responsive offeror 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 ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX "*TAX CLEARANCE APPLICATION*" Form A-6 (Rev. 2013) 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): http://tax.hawaii.gov/forms/a1_1alphalist/

DOTAX Forms by Fax/Mail:..... (808) 587-4242
..... 1-800-222-3229
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 ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

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

Pursuant to §103D-310(c), HRS, the lowest responsive offeror 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 ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR "*FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*", which is available at http://labor.hawaii.gov/ui/ui-forms/ 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 ASO-PC.

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

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror 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 ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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 www.BusinessRegistrations.com. 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.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. 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 the HCE are required to submit a valid tax clearance (not over two-months old) and an original *"CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT"* (SPO Form-22), copy attached, for final payment.

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 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

Acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

CONTRACT EXECUTION

The successful Offeror receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this 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, if applicable, to all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date stated on the Notice To Proceed.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

LIABILITY 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:

Coverage	Limits
1. Commercial General/Product Liability (Occurrence form)	$1,000,000 per occurrence for bodily injury and property damage $2,000,000 aggregate
2. Comprehensive Automobile Liability	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 Contractor will immediately provide written notice to the Department of Public Safety, ASO Purchasing and Contracts Staff 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.

INVOICING

Contractor shall submit a monthly invoice, original and three (3) copies, for services rendered, to:

Hawaii Community Correctional Center
Business Office
60 Punahele Street.
Hilo, Hawaii 96720

Attn: Facilities Superintendent

All invoices shall reference the contract number

Charges for extra pickups, extra bins, etc., not specified herein or not added to the contract by contract modification, shall be submitted on a separate invoice and shall be paid by purchase order. In particular, charges for emergency services (as specified in the Specifications) shall be invoiced in this manner.

Final Payment Requirements. 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 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 will not recognize any requirement established by the Contractor and communicated to the State after award of the contract that requires payment within a shorter period or interest payment not in conformance with statute.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages for non-performance of the specified services shall be fixed at the sum of ONE HUNDRED DOLLARS ($100.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the completion of any item of this 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.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

RECORDS RETENTION

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

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A 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; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

http://www.hawaii.gov/spo
Click on to "Awards" link.
Click on to "Contracts for Goods, Services and Construction"
Click on to "Search"
Select method of solicitation from Method drop down box.
Select "Public Safety" from Department drop down box.
Review descriptions and select "Contract/PO No." link to view award information.

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Class Specifications
for the Class:

HEAVY TRUCK DRIVER

Duties Summary:

Operates a truck having a factory-rated capacity of 5 tons and over, or a tank truck having a capacity of over 1200 gallons as a major work assignment, and performs operational maintenance; may perform manual work tasks in connection with general construction and maintenance work; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from that of Truck Driver in that the Heavy Truck Driver operates and maintains a truck having a factory-rated capacity of 5 tons or over, or a tank truck having a capacity of over 1200 gallons as a major work assignment; whereas the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons, or a tank truck having a capacity of 1200 gallons or less as a major work assignment and may occasionally operate heavier trucks.

Examples of Duties:

Operates a truck representative of the class in hauling sand, rocks, aggregates, dirt, and other materials; operates a tank truck having a capacity of over 1200 gallons which is used for watering landscaped areas, poisoning weeds and brush, or applying bitumuls to pavement; operates or runs equipment attached to or mounted on trucks such as rock spreaders, booms, air compressors and spraying equipment; transports personnel to and from work sites; loads and unloads trucks; keeps equipment supplied with fuel, oil, water and air; services and makes minor emergency repairs to equipment; may keep records of areas watered or sprayed with poison; cuts grass, cleans ditches and cleans dirt and debris from highways and other areas; spreads asphaltic concrete and rocks in repairing pavement; may supervise others in loading and unloading trucks or performing other tasks related to the operation of the truck or attachments; and may operate other types of motorized equipment and assist in manual work as required.

Knowledge, Skills and Abilities Required:

Knowledge of: Method of operating motorized equipment representative of the class; the capacity and uses of motorized equipment representative of this class; maintenance needs of motorized equipment representative of this class; laws, ordinances, practices, and rules and regulations governing the operation of motorized equipment on streets and highways; and hazards and safety precautions applicable to the operation of motor vehicles.

Ability to: Operate motorized equipment representative of this class skillfully and safely; understand and follow oral and written instructions; perform minor maintenance work on equipment representative of this class; learn to operate attachments to trucks such as booms, generators, air compressors and spraying equipment; understand and observe traffic laws and rules; and observe mechanical defects and take steps to have such defects corrected; perform lifting, carrying or other manual work typical of the class.

This is an amendment (format change only) to the class specification for the class HEAVY TRUCK DRIVER approved on December 3, 1985.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO
Director of Personnel Services

Minimum Qualification Specifications
for the Class:

HEAVY TRUCK DRIVER

Experience Requirement

One (1) year of work experience in the operation of trucks having a factory-rated capacity of more than 1-1/2 tons, or any equivalent combination of training and experience.

License Requirement

A valid license of the appropriate type (e.g., Class 4 or Commercial Driver's License with applicable endorsements) to drive in the State of Hawaii is required to perform the essential functions of the position.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the class HEAVY TRUCK DRIVER, which were approved on April 23, 1991.

DATE APPROVED: 4/5/2013

BARBARA A. KRIEG, Director
Department of Human Resources Development

Class Specifications
for the Class:

REFUSE COLLECTOR

Duties Summary:

Performs the lifting of heavy containers at designated collection locations around State buildings and grounds and deposits their contents into a refuse truck; and performs other duties as required.

Distinguishing Characteristics:

This class involves a regular and continuous assignment as a member of a refuse collection crew. A sustained lifting and movement of heavy containers is required at collection points; and litter, debris and other rubbish are also picked up and loaded manually.

Examples of Duties:

Accompanies a refuse truck on a designated scheduled route to collection pick-up points; lifts oil drums and other containers, and deposits contents into the load section of the truck; returns containers to their proper places; shovels or hand carries trash into the truck; rakes and tidies up refuse collection areas as necessary; picks up and loads tree trimmings and hedge cuttings into the truck; may assist in maintaining grounds areas by performing routine manual tasks such as weeding, watering and sodding; may dig and shovel dirt for the laying of lawn sprinkler pipes.

Knowledge and Abilities Required:

Knowledge of: Proper methods in the manual lifting of heavy objects; safety practices appropriate to the work.

Ability to: Perform heavy manual work; understand and follow oral instructions.

This is the first specification for the new class, REFUSE COLLECTOR established as a result of a classification appeal decision by the Civil Service Commission.

DATE APPROVED: October 11, 1965

/s/ Edmond L. McIntosh
for (Mrs.) EDNA TAVARES TAUFAASAU
Director of Personnel Services

Minimum Qualification Specifications
for the class

REFUSE COLLECTOR

Selective Certification:

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. In such positions, certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests:

No written test will be required.

Physical and Medical Requirements:

Applicants must be physically able to perform, efficiently and effectively, the essential duties of the position which require regular and continuous lifting and moving of heavy containers and, typically, the ability to read without strain printed material the size of typewritten characters, glasses permitted, and the ability to hear the conversational voice, with or without a hearing aid, or the ability to compensate satisfactorily. Handicaps in these or other areas will not automatically result in disqualification. Those applicants who demonstrate that they are capable of performing the essential functions of the position will not be disqualified under this section.

Any condition which would cause applicants to be a hazard to themselves or others is cause for disqualification.

Any disqualification under this section will be made only after a review of all pertinent information including the results of the medical examination, and requires the approval of the Director.

This is an amendment to the minimum qualification specification for the class REFUSE COLLECTOR approved on January 7, 1966.

DATE APPROVED: 4/17/86 /s/ Clement L. Kamalu
for JAMES H. TAKUSHI
Director of Personnel Services

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Class Specifications
for the Class:

TRUCK DRIVER

Duties Summary:

Operates a truck of at least 1-1/2 ton factory-rated capacity but less than 5 tons, or a tank truck having a capacity of 1200 gallons or less as a major work assignment, and performs operational maintenance; may perform manual work tasks in connection with general construction and maintenance work; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from that of Light Truck Driver in that the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons as a major work assignment; whereas the Light Truck Driver operates and maintains a truck having a factory-rated capacity of less than 1-1/2 tons or a passenger-type vehicle such as a sedan or station wagon as a major work assignment and may occasionally operate heavier trucks.

This class differs from that of Heavy Truck Driver in that the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons or a tank truck having a capacity of 1200 gallons or less as a major work assignment and may occasionally operate heavier trucks; whereas the Heavy Truck Driver operates and maintains a truck having a factory-rated capacity of 5 tons and over or a tank truck having a capacity of over 1200 gallons as a major work assignment.

Examples of Duties:

Operates a truck representative of the class to haul gravel, rocks, dirt, sand, rubbish and other materials; operates a tank; truck appropriate to the class for watering landscaped areas, poisoning weeds and brush, or for applying bitumuls to pavement; may keep records of areas watered or sprayed with poison; transports personnel to and from work sites; operates or runs equipment attached to or mounted on trucks such as booms, air compressors and spraying equipment; checks trucks for gasoline, oil, water, and proper air pressure in tires, and tends to such

needs; services and makes minor emergency repairs to equipment; cuts grass and branches; cleans storm drains, and cleans debris from highways and other areas; spreads asphaltic concrete and rock in repairing pavement; may direct others in loading and unloading truck; or may operate tractor mowers, light trucks or other similar pieces of equipment; and may occasionally operate other types of motorized equipment or heavy trucks.

Knowledge, Skills, and Abilities Required:

Knowledge of: Method of operating motorized equipment representative of this class; the capacity and uses of motorized equipment representative of this class; operational maintenance needs of motorized equipment representative of this class; laws, ordinances, rules and regulations governing the operation of motor vehicles on streets and highways; and hazards and safety precautions applicable to the operation of motorized equipment representative of the class.

Ability to: Operate motorized equipment representative of this class skillfully and safely; understand and observe traffic laws and rules; perform minor maintenance work on equipment representative of this class; learn to operate attachments to trucks, such as booms, generators, air compressors, and spraying equipment; understand and follow oral and written instruction; use common hand tools; observe mechanical defects and take steps to have such defects corrected; and perform lifting, carrying or other manual work typical of the class.

This is an amendment (format change only) to the specification for the class TRUCK DRIVER approved on September 23, 1988.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO
Director of Personnel Services

Minimum Qualification Specifications
for the Class:

TRUCK DRIVER

Experience/Training Requirement

One (1) year of work experience in the operation of trucks representative of the class, or any equivalent combination of training and experience.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

License Required

Applicants must possess valid license to drive in the State of Hawaii, and an appropriate Commercial Driver's License with proper endorsements, as applicable.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

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This is an amendment to the minimum qualification specifications for the class TRUCK DRIVER, which were approved on April 23, 1991.

DATE APPROVED: 8/20/2012

Alvin M. Young (signature)
for BARBARA A. KRIEG, Director
Department of Human Resources Development

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Class Specifications
for the Class:

TRUCK DRIVER-LABORER

Duties Summary:

Operates medium and heavy trucks as a regular work assignment, and performs operational maintenance; performs manual, unskilled and semi-skilled work in the general construction and maintenance of roads and adjacent areas; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from classes in the Truck Driver series in that the Truck Driver-Laborer is regularly assigned to operate medium (factory rated capacity of 1-1/2 tons and over, but less than 5 tons), and heavy (factory rated capacity of 5 tons and over) trucks, but spends a major portion of the work time in performing manual, unskilled and semi-skilled work; whereas classes in the Truck Driver series are responsible for operating and maintaining trucks as a major work assignment and may perform manual work as an auxiliary or sporadic assignment.

This class differs from the class General Laborer II in the Truck Driver-Laborer, although spending a major portion of time performing manual, unskilled and semi-skilled work, is regularly assigned to operate medium and heavy trucks on a continuing basis; whereas the General Laborer II performs manual work which includes tasks that require some manipulative skill, but does not include the operation of medium and heavy trucks on a regular or continuing basis.

Examples of Duties:

Operates dump trucks to haul rocks, gravel, dirt and other material; operates a tank truck to haul water to landscaped areas; operates water pumps and waters plants and grass with hose or spray attachments; plants trees, shrubs and grass along landscaped areas of the highway; prunes trees and shrubs; cultivates and weeds landscaped areas; cleans ditches and culverts; cuts grass along highways; assists in building or repairing stonewalls, guard rails and patching pavement; performs a variety of manual, unskilled and semi-skilled work in the general construction and maintenance of roads, buildings, structures and equipment; keeps records of supplies and materials used in maintaining landscaped areas such as insecticides and fertilizers; may supervise a helper assisting in the maintenance of landscaped areas.

Knowledge, Skills and Abilities Required:

Knowledge of: Common hand tools and equipment used in manual, unskilled and semi-skilled work; common methods, procedures and materials used in general construction and maintenance work; method of operating motorized equipment representative of the class; the capacity and uses of motorized equipment representative of the class; laws, ordinances, rules and regulations governing the operation of motor vehicles on streets and highways; hazards and safety precautions applicable to the operation of motorized equipment representative of the class.

Ability to: Operate motorized equipment representative of the class skillfully and safely; understand and follow oral and written instructions; perform minor maintenance work on equipment representative of the class; perform lifting, carrying or other manual work typical of the class; operate simple machinery; understand and observe traffic laws and rules; learn a variety of semi-skilled work tasks; operate simple machinery.

This is an amendment (format change only) to the class specification for the class TRUCK DRIVER-LABORER approved on December 3, 1985.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO
Director of Personnel Services

Minimum Qualification Specifications
for the Class:

TRUCK DRIVER-LABORER

Experience Requirement

One (1) year of manual, unskilled and semi-skilled work experience in general construction and/or building repair and maintenance, some of which shall have included the operation of trucks representative of the class (i.e., medium trucks with a factory rated capacity of 1-1/2 tons or more, but less than 5 tons, and heavy trucks with a factory rated capacity greater than 5 tons), or any equivalent combination of training and experience.

License Requirement

A valid license of the appropriate type (e.g., Class 4 or Commercial Driver's License with applicable endorsements) to drive in the State of Hawaii is required to perform the essential functions of the position.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the class TRUCK DRIVER-LABORER, which were approved on April 23, 1991.

DATE APPROVED: 4/5/2013

BARARA A. KRIEG, Director
Department of Human Resources Development