



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2016-03

Invitation-for-Bids to Furnish and Deliver New Maintenance
Vehicles to the Hawaii Public Housing Authority's
Administrative Offices on the Islands of Oahu and Hawaii

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued March 14, 2016



Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2016-03

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids **to Furnish and Deliver New Maintenance Vehicles to the Hawaii Public Housing Authority Administrative Offices on the Islands of Oahu and Hawaii**. The HPHA's Oahu Administrative Office is located at 1002 North School Street, Honolulu, Hawaii 96817 and the HPHA's Hawaii Administrative Office is located on located on 600 Wailoa Street, Hilo, Hawaii 96720.

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Monday, March 14, 2016. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 10:00 a.m. Hawaii Standard Time (HST) on Friday, April 8, 2016. Public opening of bids will commence at 10:15 a.m. HST on Friday, April 8, 2016 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 9:00 a.m. HST on Monday, March 21, 2016 at the HPHA Building A Conference Room No. 1, 1002 North School Street, Honolulu, Hawaii 96817. All interested bidders are strongly encouraged to attend the Pre-Bid Conference.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Mr. Rick Sogawa, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



IFB Table of Contents

Section 1 – Administrative Overview

I.	Authority	1
II.	IFB Organization.....	1
III.	Contracting Office.....	1
IV.	Procurement Timetable	2
V.	Pre-Bid Conference	2
VI.	Submission of Questions.....	3
VII.	Submission of Sealed Bids.....	3
VIII.	Discussions with Bidders	3
IX.	Opening of Bids	4
X.	Additional Materials and Documentation	4
XI.	IFB Amendments.....	4
XII.	Cancellation of Invitation for Bids	4
XIII.	Costs for Bid Preparation.....	5
XIV.	Modification of Bids.....	5
XV.	Withdrawal of Bids.....	5
XVI.	Late Withdrawal and Late Modification.....	6
XVII.	Mistakes in Bids.....	6
XVIII.	Rejection of Bids.....	6
XIX.	Notice of Award	7
XX.	Protests	7
XXI.	Availability of Funds.....	8
XXII.	Monitoring and Evaluation	9
XXIII.	General and Special Conditions of the Contract.....	9
XXIV.	Cost Principles.....	9
XXV.	Campaign Contributions by State and County Contractors	9

Section 2 – Specifications

I.	Introduction	
	A. Purpose or Need	10
	B. Funding Source and Period of Availability.....	10
II.	General Requirements	
	A. Bidder's Qualifications.....	10
	B. Certifications of Eligibility.....	12
	C. Indemnification	12
	D. Business Office	12
	E. Service Facility	13
	F. State License	13
	G. Product Quality.....	13
	H. Bid Security	14
	I. Bonds	14

J. Single or Multiple Contracts to be Awarded	14
K. Bid Price.....	14
L. Contract Price Adjustment.....	14
III. Scope of Work	
A. Minimum and/or Mandatory Requirements for Goods/Service	18
B. Technical Specifications for Vehicles	18

Section 3 – Bid Offer Form and Instructions

I. Bid Offer Form	26
II. General Conditions.....	27

Section 4 – Bid Evaluation & Award

I. Bid Evaluation.....	28
II. Method of Award	28

Section 5 – Attachments

1. Bid Offer Form	Due April 8, 2016
2. General Conditions, AG-008 103D General Conditions	For Bidder's Information
3. Hawaii State Government 2015/2016 Holiday Schedule	For Bidder's Information
4. Bid Submittal Checklist	For Bidder's Information

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process

- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)

- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission

- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office

- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Mr. Rick Sogawa
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038

Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	March 14, 2016
Distribution of Bid Specs/Bid Offer Form	March 14, 2016
Pre-Bid Conference	March 21, 2016
Written Questions Due to the HPHA	March 23, 2016
Written Responses Due from the HPHA	March 31, 2016
Bid Submittal Deadline	April 8, 2016; 10:00 a.m. HST
Bid Opening	April 8, 2016; 10:15 a.m. HST
Notice of Award	April 2016
Notice to Proceed	April / May 2016

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the issuance of a Notice to Proceed.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 9:00 a.m. HST, Monday, March 21, 2016 at the HPHA Building A Conference Room No. 1, 1001 North School Street, Honolulu, Hawaii 96817. Interested bidders are strongly encouraged to attend. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Wednesday, March 23, 2016. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Thursday, March 31, 2016.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 1.

B. Bid Submittal. Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Friday, April 8, 2016. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB, IFB No. PMB-2016-03. Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile may be automatically rejected.

D. Confidential Information. If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST, Friday, April 8, 2016 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA received a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Interested bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office no later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB, IFB No. PMB-2016-03.

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with chapter 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions shall be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form for each group. See Attachment 2. The bid price per vehicle shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder is not required to submit a bid for all groups; and
2. In the case of a tie, award shall be determined by the flip of a coin or some other random means of selection.

Any Contract awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives.

For awards totaling in excess of \$100,000, the State shall forward to the Successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

For awards totaling \$100,000 or less, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and General Conditions incorporated in this solicitation. The State shall not be liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- A. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
- B. A state purchasing agency's failure to follow rules established by Chapter 103D, HRS; or
- C. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. 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 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 Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

Head of State Contracting Office		Procurement Officer	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website: <http://www.hawaii.gov/spo2/source/>.

XXI. Availability of Funds

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award due to the lack of available funds.

XXII. Monitoring and Evaluation

The Successful Bidder's furnishing and delivery of vehicles shall be inspected evaluated by the Contract Administrator or his/her designated representative(s). The HPHA shall provide the Successful Bidder(s) with a copy of monitoring reports for their information and necessary corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions.

XXIII. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. See Attachment 2. The General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The HPHA may also impose contractually any necessary special conditions deemed necessary. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

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

(END OF SECTION)

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under Chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii. The purpose of this IFB is to competitively procure new maintenance vehicles for the Hawaii Public Housing Authority Administrative Offices on the Islands of Oahu and Hawaii.

B. Funding source and period of availability

Funds are subject to appropriation by HUD, the State's Director of Finance and/or allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the State to the HPHA.

It is understood that an award shall not be binding unless the HPHA is able to indicate that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. Any use of Federal funds may require the prior written approval of HUD.

The HPHA reserves the right to pay for vehicles using available federal or non-federal sources.

II. General Requirements

A. Bidder's Qualifications

1. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.

2. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:

- a. Chapter 237, HRS, tax clearance;
- b. Chapter 383, HRS, unemployment insurance;
- c. Chapter 386, HRS, workers' compensation;
- d. Chapter 392, HRS, temporary disability insurance;
- e. Chapter 393, HRS, prepaid health care; and
- f. One of the following:

i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

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. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

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. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

B. Certifications of Eligibility

Bidders may choose to submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

C. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

D. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. See Attachment 3 for 2015 and 2016 Hawaii State Government Observed Holidays. Answering services are not acceptable.

A permanent office location and phone number shall be stated in the Bidder's bid offer.

E. Service Facility

At the time of bidding, Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island where the vehicles are delivered.

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

F. State License

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

Section 437-2(e) provides that, notwithstanding any provisions of Chapter 437, HRS, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under Chapter 437 shall not be limited or conditioned. Any dealer licensed under Chapter 437 may sell vehicles to any State agency notwithstanding section 437-2(b). "Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

G. Product Quality

Vehicles furnished under these provisions and specifications shall be new and free from defects. An unacceptable item must be replaced with an item of acceptable quality within one (1) month of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable item shall not relieve the Successful

Bidder from the responsibility imposed upon him by the Contract. The acceptability of any vehicle is judged solely by the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable vehicle(s).

H. Bid Security

A bid security deposit is not required for this IFB.

I. Bonds

No performance or payment bond is required.

J. Single or Multiple Contracts to be Awarded

Single Multiple Single & Multiple

K. Bid Price

The total bid price for each Group shall be based on the furnishing and delivery of:

- i. Group A: Two (2) new 3/4-ton pick-up trucks to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817.
- ii. Group B: Two (2) new 1/2-ton pick-up trucks to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817.
- iii. Group C: Three (3) new 3/4-ton cargo vans to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817.
- iv. Group D: Three (3) new 3/4-ton pick-up trucks to the HPHA at 600 Wailoa Street, Hilo, Hawaii 96720.
- v. Group E: One (1) new passenger vehicle to the HPHA at 600 Wailoa Street, Hilo, Hawaii 96720.

L. Contract Price Adjustment

The HPHA shall not consider request(s) for a contract price increase for any vehicle after the date of bid opening or execution of the Contract or purchase order.

III. SCOPE OF WORK

A. Minimum and/or Mandatory Requirements for Goods/Services

1. Make, Model and Other Information. Interested bidders must identify on the bid offer(s), the year of manufacture, the exact manufacturer name (make) and model of vehicles offered. **Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.**

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

2. Product Literature Certifications

- a. **Interested bidders must include with its bid two (2) copy printed factory literature** of model to be furnished with the bid offer.
- b. Upon request by the HPHA, the Successful Bidder(s) must provide written instructions for care and operation of each vehicle. A user's manual covering care and operation with must be provided with every vehicle delivered.

3. Product Quality & Workmanship

- a. The furnished vehicles shall be clean and free from any defects which may affect appearance, performance or serviceability.
- b. Reference to standards, codes, regulations and specifications, shall meet the latest revision in effect at the date of the Invitation for Bids.
- c. The vehicle(s) offered and furnished under this specification shall be of a make and general type which has been manufactured for at least one (1) year and has given satisfactory service.

4. Vehicle Delivery

- a. The Successful Bidder shall coordinate delivery with the authorized

HPHA representative identified in the Contract documents. New vehicles furnished under these specifications shall be delivered within ninety (90) calendar days of the official commencement date on the Notice to Proceed. Vehicles shall be delivered to the following address:

Island	Office	Office Address	Officer-In-Charge
Oahu	MSWPP	1002 North School St Honolulu, Hawaii 96817	Greg Cuadra Ph: (808) 497-5212
Hawaii	AMP 37	600 Wailoa Street Honolulu, Hawaii 96820	Tammy Passmore Ph. (808) 933-0474

Representatives of both the Successful Bidder and the HPHA shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment. Prior to delivery, the Successful Bidder must contact the State representative listed to coordinate delivery arrangements.

- b. The HPHA shall inspect all vehicles upon delivery or within twenty-four (24) hours of delivery for defects or problems. Any reports or defects shall be reported to the Successful Bidder for repair. Nothing in this section is intended to waive the HPHA's rights of future claims of defect (e.g., recall notices).
- c. The Successful Bidder shall complete delivery within the time allowed by the Contract. If the Successful Bidder fails to deliver within the time allowed, the Liquidated Damages provision shall apply. However, the Successful Bidder will not be held responsible for the delay provided he notifies the Procurement Officer in accordance with the General Conditions and the reason for the delay is an acceptable cause for delay as determined by the HPHA representative.

5. Warranties

- a. At minimum, all vehicles provided under the terms of the agreement shall have a minimum extended 7 year/100,000 mile, bumper to bumper warranty. Warranty documents (Contractor's and manufacturer's) shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and Contractor's warranty procedures.
- b. During the warranty period, the Successful Bidder shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement

parts are used and such use voids the warranty, the Successful Bidder shall replace the vehicle at no additional cost to the HPHA.

6. EPA Requirement

- a. All vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency, and relevant updates/revisions.
- b. The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications, such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

7. Certificates Required

- a. Current (within 30 days) Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle; Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer certification;
- d. Notarized Certificate Bill of Sale (not required of Oahu dealerships); and
- e. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g. vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment of the vehicle delivered will not be made without submittal of necessary certificates. The HPHA shall be responsible for registering and licensing of procured vehicles; the registration and licensing shall be conducted in the County where the vehicles are delivered.

B. Technical Specifications for Vehicles

1. General Description

Group A and Group D (to be awarded separately): Full Size Pick-Up Truck

The HPHA intends to purchase **two (2) new 3/4-ton pick-up trucks for the Island of Oahu and three (3) new 3/4-ton pick-up trucks for the Island of Hawaii**. All specifications/quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2015 or Newer
- b. Model: Ford F-250 or Similar
- c. Engine: 6.0 Liter
6 Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels.

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
 - Dedicated compressed natural gas only (CNG); or
 - Bi-Fuel, compressed natural gas or gasoline (CNG2); or
 - Total Electric power from rechargeable batteries (Electric); or
 - Liquid Natural Gas "bi-fuel" (LNG2); or
 - Dedicated liquid propane only (LPG); or
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- d. Transmission: 6-Speed Automatic
Rear Wheel Drive, With Overdrive and Tow / Haul Mode
 - e. Body/Cab: Crew Cab with 4 Doors, 8 Foot Bed (Quantity: 2)
Crew Cab with 4 Doors, 6 Foot Bed (Quantity: 3)
GVWR 9000
 - f. Mechanical: Power 4-Wheel Disc Brakes with Rear Anti Lock Brakes
Front Disc

- Power Rack and Pinion Steering
Hood Open Assist Mechanisms
- g. Wheels: LT245 Radial Tires
Spare tire With Underframe
Jack and Wheel Wrench
 - h. Suspension: Axles, Springs, and Shock Absorbers Must Meet
Manufacturers and Federal GAWR Requirements
 - i. Interior: 5 Passenger Seating Capacity With Seat Belt
Positions on Crew Cab
Air Conditioning
AM / FM Radio
Standard Vinyl or Cloth Upholstery
Power Windows / Door Locks
 - j. Safety/Security Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors / Reminders
Alert Chimes
Side Intrusion Door Beams
 - k. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Headlamps / Rear and Brake Lamps
Tow Hitch
Windshield Wipers With Variable Speed
Spray Liner, Ladder Racks, Side Mount Tool
Boxes
Rust proofing
 - l. Other Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of
Delivery
Shop Repair Manual or Approved Substitute (2
Sets)
Vehicle Safety Inspection Not Less Than 30 Days
of Expiration at Time of Delivery
7-Year /100,000 Miles Extended Warranty
Two (2) Sets of Keys
Back Up Alarm

Group B: Mid Size Pick Up Trucks

The HPHA intends to purchase **two (2) new 1/2-ton pick-up trucks for the Island of Oahu**. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2015 or Newer
- b. Model: Toyota Tacoma or Similar
- c. Engine: 3.5 Liter
6 Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
 - Dedicated compressed natural gas only (CNG); or
 - Bi-Fuel, compressed natural gas or gasoline (CNG2); or
 - Total Electric power from rechargeable batteries (Electric); or
 - Liquid Natural Gas "bi-fuel" (LNG2); or
 - Dedicated liquid propane only (LPG); or
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- d. Transmission: 6-Speed Automatic
Rear Wheel Drive, With Overdrive and Tow / Haul Mode
 - e. Body/Cab: Crew Cab With 4 Doors, 6 Foot Bed
GVWR 9000
 - f. Mechanical: Power 4-Wheel Disc Brakes with Rear Anti Lock Brakes
Front Disc
Power Rack and Pinion Steering
Hood Open Assist Mechanisms
 - g. Wheels: 17" LT265 Radial Tires
Spare Tire With Underframe
Jack and Wheel Wrench

- h. Suspension: Axles, Springs, and Shock Absorbers Must Meet Manufacturers and Federal GAWR Requirements
- i. Interior: 5 Passenger Seating with Seat Belt Positions on Crew Cab
Air Conditioning
AM/FM Radio
Standard Vinyl or Cloth Upholstery
Power Windows/ Door Locks
- j. Safety/Security Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors / Reminders
Alert Chimes
Side Intrusion Door Beams
- k. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Headlamps / Rear and Brake Lamps
Tow Hitch
Windshield Wipers With Variable Speed
Spray Liner, Ladder Racks, Side Mount tool Boxes
Rust proofing
- l. Other Operator's Manual
Mileage Shall Not Exceed 500 miles at Time of Delivery
Shop Repair Manual or Approved Substitute (2 sets)
Vehicle Safety Inspection Not Less Than 30 Days of Expiration at Time of Delivery
7-Year / 100,000 Miles Extended Warranty
Two (2) Sets of Keys
Back Up Alarm

Group C: Cargo Van

The HPHA intends to purchase **three (3) new 3/4-ton cargo vans for the Island of Oahu**. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2015 or Newer
- b. Model: Nissan NV2500 HD Cargo Van (Standard Roof) or Similar
- c. Engine: 5.6 Liter
6 Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels.

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85)
 - Dedicated compressed natural gas only (CNG)
 - Bi-Fuel, compressed natural gas or gasoline (CNG2)
 - Total Electric power from rechargeable batteries (Electric)
 - Liquid Natural Gas "bi-fuel" (LNG2)
 - Dedicated liquid propane only (LPG)
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- d. Transmission: 5-Speed Automatic
Rear Wheel Drive, With Overdrive and Tow / Haul Mode
 - e. Body/Cab: Standard Roof With Cage to Prevent
Cage From Hitting Driver, Side
Door With No Windows; 2 Back
Doors With Windows
GVWR 9000
 - f. Mechanical: Power 4-Wheel Disc Brakes With Rear Anti Lock
Brakes
Front Disc
Power Rack and Pinion Steering
Hood Open Assist Mechanisms

- g. Wheels: 17" LT245 Radial Tires
Spare Tire With Underframe
Jack and Wheel Wrench

- h. Suspension: Axles, Springs, and Shock Absorbers Must Meet
Manufacturers and Federal GAWR Requirements

- i. Interior: 2 Passenger Seating Capacity With Seat Belt
Positions On Regular Cab
Air Conditioning
AM / FM Radio
Standard Vinyl or Cloth Upholstery
Power Windows/ Door Locks

- j. Safety/Security Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors / Reminders
Alert Chimes
Side Intrusion Door Beams

- k. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Headlamps / Rear and Brake Lamps
Tow Hitch
Windshield Wipers With Variable Speed
Rust Proofing

- l. Other Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of
Delivery
Shop Repair Manual or Approved Substitute
(2 sets)
Vehicle Safety Inspection Not Less Than 30 Days
of Expiration at Time of Delivery
7-Year / 100,000 Miles Extended Warranty
Two (2) Sets of Keys
Back Up Alarm

Group E: Passenger Vehicle

The HPHA intends to purchase **one (1) new passenger vehicle for the Island of Hawaii**. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2015 or Newer
- b. Model: Chevy Malibu, Toyota Camry or similar
- c. Engine: 2.4 Liter
4 Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
 - Dedicated compressed natural gas only (CNG); or
 - Bi-Fuel, compressed natural gas or gasoline (CNG2); or
 - Total Electric power from rechargeable batteries (Electric); or
 - Liquid Natural Gas "bi-fuel" (LNG2); or
 - Dedicated liquid propane only (LPG); or
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- d. Transmission: 4-Speed Automatic
 - e. Steering: Power or Power Assisted; or Electric
 - f. Mechanical: Power 4-Wheel Disc Brakes With Rear Anti Lock Brakes
Front Disc
Power Rack and Pinion Steering
Hood Open Assist Mechanisms
 - g. Wheels: 16" Radial Tires
Spare Tire With Underframe
Jack and Wheel Wrench
 - h. Suspension: Axles, Springs, and Shock Absorbers Must Meet Manufacturers and Federal GAWR Requirements

- i. Interior: 5 Passenger Seating With Seat Belt Positions
Air Conditioning
AM / FM Radio
Standard Vinyl or Cloth Upholstery
Power Windows / Door Locks
Factory Floor Mats
- j. Safety/Security Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors / Reminders
Alert Chimes
Side Intrusion Door Beams
- k. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Headlamps / Rear and Brake Lamps
Windshield Wipers with Variable Speed
Rust Proofing
- l. Other Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of
Delivery
Shop Repair Manual or Approved Substitute
(2 sets)
Vehicle Safety Inspection Not Less Than 30 Days
of Expiration at Time of Delivery
7-Year / 100,000 Miles Extended Warranty
Two (2) Sets of Keys
Back Up Alarm

(END OF SECTION)

Section 3

Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

- A. *Bid offers shall be submitted to the HPHA in the form prescribed in this IFB.*
- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each line item unless indicated otherwise.*

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 1. **Email and facsimile transmissions shall not be accepted.**

Interested bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as an interested bidder's assurance that he/she is willing and able to furnish and deliver the new vehicles under these specifications within 90 calendar days upon the State's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from interested bidders who are unable to provide the specified vehicles effective upon the State's issuance of a Notice to Proceed.

Interested bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The interested bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.

Interested Bidders are not required to bid on all groups. **For any group not being bid, please write “no bid” on the bid offer form in the space(s) provided.** Do not leave any item blank as it may be deemed non-responsive.

The successful bid for each group shall be the lowest responsive and responsible Total Bid Price received. The Total Bid Price for each group shall be the all-inclusive price charged to the HPHA including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs to furnish the vehicle(s).

Interested bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawaii State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

II. **General Conditions**

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 2.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4

Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods, shall be known as a “responsible bid.”

II. Method of Award

Award shall be made to the responsible and responsive bidder submitting the lowest Total Bid Price for each group on the Bid Offer Form. To be considered a responsive bid and eligible for award, the interested bidder shall complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. An interested bidder is not required to submit a bid for all groups.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to chapter 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

Section 5 Attachments

- | | |
|--|--------------------------|
| 1. Bid Offer Form | Due April 8, 2016 |
| 2. General Conditions, AG-008 103D General
Conditions | For Bidder's information |
| 3. Hawaii State Government 2015/2016 Holiday
Schedule | For Bidder's Information |
| 4. Bid Submittal Checklist | For Bidder's information |

This page is intentionally left blank.