



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2015-01

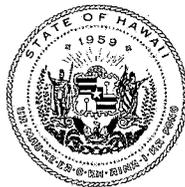
Invitation-for-Bids for the Provision of Temporary Lodging
Placement Services Statewide

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 5, 2015



DAVID Y. IGE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
HONOLULU, HAWAII 96817

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

INVITATION FOR BIDS (IFB) No. PMB-2015-01

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (HRS), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Temporary Lodging Placement Services Statewide.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Thursday, March 5, 2015. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 2:00 p.m. Hawaii Standard Time (HST) on Thursday, April 16, 2015. Public opening of bids will commence at 2:15 p.m. HST on Thursday, April 16, 2015 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 2:00 p.m. HST on Friday, March 13, 2015 at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangements may be available during the Pre-Bid Conference session upon request to the IFB Coordinator no later than 3:00 p.m. HST on Thursday, March 12, 2015. All interested bidders are strongly encouraged to attend the Pre-Bid Conference. There will not be a site visitation following 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 Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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7.	Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder’s information
8.	Sample Contract – Attachment S5, Special Conditions	For Bidder’s information
9.	State General Conditions, AG-008 103D General Conditions	For Bidder’s information
10.	General Conditions, Federal Form HUD 5370-C	For Bidder’s information
11.	Instructions to Offerors, Form HUD 5369-B	For Bidder’s information
12.	Certification and Representations of Offerors, Form HUD 5369-C	Due April 16, 2015
13.	Federal and State Public Housing Properties	For Bidder’s information
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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, HRS, and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. 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 applicable deliverables
- Section 3 Bid Offer Form and Instructions – Describes the required format and content for the bid
- 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:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6090
Email: tammie.y.wong@hawaii.gov

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

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Ms. Joanna Renken
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4675

Any changes to the Contract Administrator or her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

For the purpose of this solicitation, the Officer-In-Charge shall be the primary point of contact for the coordination of services, operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions issued by the Officer-In-Charge. The Officer-In-Charge for each Asset Management Project (AMP)/Management Unit (MU) is designated as follows:

Group	AMP/MU	Address	Officer-In-Charge
I	AMP 30	99-132 Kohomua Street Aiea, HI 96701	Ms. Mary Jane Hall-Ramiro Ph: (808) 483-2550
I	AMP 31	2250 Kalena Drive Honolulu, HI 96819	Ms. Mary Jane Hall-Ramiro Ph: (808) 832-3336
I	AMP 32/33	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
I	AMP 34	1545 Kalakaua Avenue Honolulu, 96826	Ms. Janice Mizusawa Ph: (808) 973-0193

I	AMP 35	730 Captain Cook Ave Honolulu, HI 96813	Ms. Trofe Long Ph: (808) 586-9724
I	AMP 40	1475 Linapuni Street Honolulu, HI 96819	Mr. Ioane Ah Sam Ph: (808) 832-6075
I	MU 42	94-941 Kau'olu Place Waipahu, HI 96797	Ms. Venus Katano Ph: (808) 675-0099
I	AMP 44	85-186 McArthur Street Waianae, HI 96792	Mr. Lui Faleafine Ph: (808) 697-7171
I	AMP 45	41-1027 Kamau Place Kaneohe, HI 96744	Ms. Shareen Dumlao Ph: (808) 233-3766
I	AMP 49	310 North Cane Street Wahiawa, HI 96786	Mr. Fa'ataape Laloulu Ph: (808) 622-6360
I	AMP 50	2107 Ahe Street	Ms. Lyrissa Sagawa Ph: (808) 733-9113
II	AMP 39	2015 Holowai Place Wailuku, HI 96793	Ms. Ione Godsey Ph: (808) 243-5001
III	AMP 38	4726 Malu Road Kapaa, HI 96746	Ms. Gary Gaines Ph: (808) 821-4415
IV	AMP 43	78-6725 Makolea Street Kailua-Kona, HI 96740	Mr. Paul Sopoaga Ph: (808) 322-1915
IV	AMP 46	65-1191 Opelo Rd. Kamuela, HI 96743	Mr. Mark Sayers (808) 887-8130
V	AMP 37	600 Wailoa Street Hilo, HI 96720	Ms. Tammy Passmore Ph: (808) 933-0474
VI	AMP 39	Maunaloa, HI 96770	Ms. Ione Godsey Ph: (808) 243-5001

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Officer-In-Charge.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	March 5, 2015
Distribution of Bid Specs/Bid Offer Form	March 5, 2015
Pre-Bid Conference	March 13, 2015

<u>Activity</u>	<u>Scheduled Dates (cont'd)</u>
Written Questions Due to the HPHA	March 27, 2015
Written Responses Due from the HPHA	April 9, 2015
Bid Submittal Deadline	April 16, 2015 at 2:00 p.m. HST
Bid Opening	April 16, 2015 at 2:15 p.m. HST
Notice of Award	April/May 2015
Contract Execution	April/May 2015
Contract Start Date	May 15, 2015 or Upon Issuance of Notice to Proceed

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.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 2:00 p.m. HST on Friday, March 13, 2015, located at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangement may be available during the Pre-Bid Conference session upon request. Please contact IFB Coordinator not later than 3:00 p.m. HST on Thursday, March 12, 2015 to request for teleconference arrangements. 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 shall not be binding and are 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. Any changes required 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 4:30 p.m. HST on Friday, March 27, 2015. 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, April 9, 2015.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C.

The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 11 and 12.

- 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 2:00 p.m. HST on Thursday, April 16, 2015. 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-2015-01). Any bid documents submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. 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. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- 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 2:15 p.m. HST on Thursday, April 16, 2015 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

All unsolicited documentation, literature or samples 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 this 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.

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-2015-01).

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 section 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 in a manner which alters the Bid Offer Form or does not conform to the format and instructions provided shall be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. A Primary Contract shall be awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price Per Night Per Family within each group/geographical location as submitted on the Bid Offer Form; A Secondary Contract shall be awarded to the responsible and responsive bidder submitting the second lowest Grand Total Bid Price Per Night Per Family within each group/geographical location as submitted on the Bid Offer Form.

The Grand Total Bid Price Per Night Per Family is the sum of all the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2. See Attachment 2. The Bid Price Per Night Per Family for each family size shall be inclusive of all labor, material, equipment, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder shall submit a bid price for all family sizes, calculate the Total Bid Price Per Night Per Family for the Initial 12-Month Period, Option Year 1 and Option Year 2, and calculate the maximum service fee for all family sizes listed within each group/geographical location to be considered responsive. The award of the initial 12-month Contract period shall not be deemed as a commitment on the part of the HPHA to automatically exercise subsequent extension option periods. The Successful Bidder of each group may not necessarily be the same bidder; and

2. In the case of a tie for the lowest responsible and responsive bidder, award shall be determined by the flip of a coin or some other random means of selection to determine the primary and secondary contractor.

All Contracts 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, including the approval of HUD.

The resulting Contract is an indefinite quantity contract. There is no commitment by the HPHA as to the minimum and maximum number of cases to be serviced by the Contractor.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

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. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions

of the Contract are attached and service specifications are included herein. See Attachments 9 and 10.

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:

1. A state purchasing agency’s failure to follow procedures established by Chapter 103D, HRS;
2. A state purchasing agency’s failure to follow rules established by Chapter 103D, HRS; or
3. 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.

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

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

XXI. Availability of Funds

All bidders and the Successful Bidder are 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 and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for temporary lodging placement services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take appropriate 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. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The HPHA may also impose contractually any necessary Special Conditions. See Attachment 8. 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.

The resulting Contract is an indefinite quantity contract. There is no commitment by the HPHA as to the minimum and maximum number of cases to be serviced by the Contractor during the performance period.

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.

(END OF SECTION)

Section 2

Specifications

Section 2 Specifications

I. Introduction

A. Purpose or need

The HPHA intends to procure temporary lodging placement services to assist the HPHA with temporarily relocating various low income public housing tenants affected by construction or other projects to temporary lodging. The Successful Bidder shall be responsible to identify and make appropriate temporary lodging reservations for the affected public housing families.

B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing the specified services to all properties within each group/geographical location during the primary Contract period and all applicable option periods. See Attachment 13 for addresses of all Federal and State low income public housing properties.

C. Funding source and period of availability

Funds are subject to appropriation by HUD, the State Director of Finance and 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 no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the subject Contract. A 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. The use of Federal funds may require the prior written approval of HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 12-month period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the services rendered using available State and/or Federal funding sources. All additional services purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. 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.
3. 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.

4. Certifications of Eligibility

Bidders shall 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 such 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 contract award and final payment purposes. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. 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.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under this Contract.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the

mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract, the Successful Bidder agrees to deposit with the HPHA, before the effective date of the Contract, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of the Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall provide written notice to the HPHA of any cancellation or change in provisions 30 calendar days prior to the effective date of such cancellation or change.

7. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

8. 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 require immediate attention. See Attachment 14 for 2014 and 2015 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.

9. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under the resulting contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to the resulting contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of the resulting contract, the parties to the resulting contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall:
 - (1) Describe the section 3 preference;
 - (2) Set forth minimum number and job titles subject to hire, including the availability of apprenticeship and training positions and the qualifications for each;

- (3) Identify the name and location of the person(s) taking applications for each of the positions; and
 - (4) Set forth the anticipated date the work shall begin.
- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and as provided in an applicable provision of the subcontract or in this section 3 clause, agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Successful Bidder shall certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected, but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the resulting contract for default, and debarment or suspension from future HUD assisted contracts.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 thru 8. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are

presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

5. Bonds

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

Single Multiple Single & Multiple

Two (2) Contracts may be awarded to service each group/geographical location. The lowest responsive and responsible bidder within each group/geographical location shall be awarded as the Primary Contractor and the second lowest responsive and responsible bidder within each group/geographical location shall be awarded as the Secondary Contractor.

All service requests shall be submitted to the Primary Contractor to fulfill the lodging placement services first; a service request shall be submitted to the Secondary Contractor for the families that the Primary Contractor is unable to place. Both the Primary and the Secondary Contractor shall be allotted the same timeframe to arrange for temporary lodging venues for the families.

D. Single or multi-term contracts to be awarded

Single term (\leq 12 mos) Multi-term ($>$ 12 mos)

Initial term of contract: 12 months
Length of each extension: Up to 12 months
Maximum length of contract: 36 months

The initial contract period shall commence upon the HPHA's issuance of a Notice to Proceed. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up 24 months with no single extension period to exceed 12 months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein;
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract;
4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used ;
5. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension;
6. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The initial Contract shall be executed for a 12-month period effective upon the HPHA's issuance of a Notice to Proceed.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Statutory requirements of section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, a bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. 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. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). **The HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, DHRD have published State employee wages effective through December 31, 2015.

If wages increased after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wage of the bidder's employees performing the work, 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, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of the bid offer, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, including without limitation, that its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employee's payroll records and a statement that the employees are being utilized for the resulting Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
 - b. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the DHRD website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

F. Bid Price

The Bid Price shall be the one-time service fee rate charged to the HPHA for the placement of a family into a temporary lodging venue each night from various HPHA properties grouped by geographical locations on Oahu, Maui, Kauai, West Hawaii, East Hawaii, and Molokai. Bidders shall submit a Bid Price Per Night Per family for each family size consisting of 1 to 4 family member(s), 5 to 6 family members, and 7 or more family members within each geographical location.

The Bid Price shall be the all-inclusive cost rate to the HPHA inclusive of all personnel, overhead costs, applicable taxes, and any other costs incurred for providing the services specified. The bidder's Bid Price shall be firm for the applicable Contract performance period.

The bidder's Bid Price shall also include all administrative, personnel and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The one-time service fee for placement of a family shall be calculated using the Bid Price Per Night Per Family specific for the applicable family size multiplied by the number of nights the family will be housed at the lodging venue; the maximum service fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

A Primary Contract shall be awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price Per Night Per Family within each group/geographical location on the Bid Offer Form. A Secondary Contract shall be awarded to the responsible and responsive bidder submitting the second lowest Grand Total Bid Price Per Night Per Family within each geographical location on the Bid Offer Form.

The Grand Total Bid Price Per Night Per Family is the sum of all the Total Bid Prices Per Night Per Family for all family sizes for the Initial 12-Month Period, Option Year 1, and Option Year 2. See Attachment 2. A bidder shall submit a bid price for all family sizes and complete the geographical location Bid Offer Form in its entirety to be considered responsive for the specific geographical location.

The HPHA does not guarantee the minimum and maximum number of temporary lodging placements to be serviced by the Successful Bidder under the resulting Contract. The HPHA shall notify the Successful Bidder should the need for the services arise. Bidders are encouraged to consider the appropriate staffing level necessary to provide the specified services to the HPHA to avoid financial/staffing hardships should a contract be awarded. Compensation for services shall be based on actual number of temporary lodging placements completed at the accepted Bid Price Per Night Per Family for each family size.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees and meeting the temporary lodging placement completion timeline. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

In return for the bid prices submitted, the HPHA will purchase all required temporary lodging placement services herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement

Officer upon written notice to the Successful Bidder provided that the service is not suitable for the HPHA's purpose.

G. Contract Price Adjustment (other than wage rate increase)

Each bid offered herein shall be firm for the applicable contract period(s).

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of services shall be monitored by the Contract Administrator and his/her designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties for implementation. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Bidder continues to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.
4. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF WORK

A. Management Requirements

The Successful Bidder shall provide temporary lodging placement services, including without limitation, as follows:

1. Determine the appropriate number of lodging units/rooms required for each family following applicable laws.
 - a. The HPHA may submit the service request to the Successful Bidder via email and or facsimile; the service request may include multiple families.
 - b. The HPHA will provide the following tenant information on the service request to the Successful Bidder:
 - (1) Number of families to be relocated;
 - (2) Head of household name for each family;
 - (3) Family size identifying the number of adults, number of children and age to establish bedding needs;
 - (4) Current resident location consisting of the property name and address;
 - (5) Duration of stay including the effective and end date of placement; and
 - (6) Other accommodation requirements, including without limitation, parking, kitchenette, pet-friendly, and specific geographical location(s).
2. Identify possible lodging venues and provide price quotes to the HPHA.
 - a. Family members of the same household shall be housed at the same lodging venue.

- b. Acceptable lodging venues may include hotels, vacation rentals, motels, bed and breakfast, or venues otherwise approved by the HPHA and shall meet the following criteria:
 - (1) Rated no less than a 4-star in the industry or as approved by the HPHA; and
 - (2) In close proximity to the family's current resident location. Priority consideration of lodging venues shall be tiered as follows:
 - i. Within 3 miles radius of the family's current resident location;
 - ii. Within 5 miles radius of the family's current resident location;
 - iii. Within 7 miles radius of the family's current resident location; and
 - iv. Lodging venues beyond the 7 miles radius of the family's current resident location shall be proposed to the HPHA if no other available lodging venues are within the 7 miles radius.
- c. The Successful Bidder shall propose the lowest price quote of the available lodging venue in closest proximity to each family's current resident location to the HPHA.
- d. Price quote for all possibly placed families shall be submitted to the HPHA within seven (7) business days of receiving the service request from the HPHA.
- e. Each price quote shall include, at minimum, the following information:
 - (1) Head of household name;
 - (2) Current resident location consisting of property name and address;
 - (3) Lodging venue's property name and address;
 - (4) Lodging arrangement including number of room(s) and occupancy arrangement;

- (5) Other accommodations provided to address the HPHA service request such as parking stall and kitchenette;
 - (6) Itemized price quote including without limitation, the unit price, number of rooms, tax, and any other charges for special accommodations; and
 - (7) An all-inclusive amount due for lodging and parking fees for the duration of the stay.
- f. The HPHA shall review price quote(s) and provide a response to accept or decline the quote(s) within two (2) business days of receiving the quote(s) from the Successful Bidder.
- (1) The HPHA reserves the right to decline a price quote if the HPHA deemed the quote to be unreasonably priced or the location of the lodging venue is not in close proximity of the tenant's current resident location.
 - (2) A list of HPHA personnel authorized to approve price quotes will be provided to the Successful Bidder.
 - (3) A HPHA procurement card (pCard) will be provided to the Successful Bidder at the time the price quote is accepted to authorize the lodging reservation.
 - i. The pCard shall be used for the following purposes only:
 - (A). Reservation of the lodging and
 - (B). Payment for non-lodging related or other charges incurred by the families during their stay at the lodging venue.
 - ii. The pCard shall not be used to pay for lodging and parking fees. The HPHA will arrange for payment of lodging and applicable parking fees in the form of a check to be tendered to the lodging venue on the check-in day.
3. Make the lodging reservation and provide a Placement Report and a Non-Placement Report to the HPHA for each service request not later than two (2) business days of receiving authorization from the HPHA.

- a. Each Placement Report shall include, at minimum, the following information:
 - (1) Head of household name;
 - (2) Current resident location consisting of property name and address;
 - (3) Lodging venue's property name and address; and
 - (4) Lodging reservation confirmation number.
 - b. Each Non-Placement Report shall include, at minimum, the following information:
 - (1) Head of household name and
 - (2) Current resident location consisting of property name and address.
4. For temporary lodging placement service requests identified by the HPHA as health and safety concerns, the Successful Bidder shall:
- a. Identify the temporary lodging venue(s) and provide quote(s) to the HPHA as soon as practicable, but not later than 4:30pm HST within the same business day.
 - b. Confirm the reservations as soon as practicable so that the families may move into the temporary lodging venue as soon as practicable, which may be the same evening on the day of service request.
 - c. Notify the HPHA within the first hour of receiving the health and safety temporary lodging placement service request if the Successful Bidder is unable to place a family.
5. Monitoring.
- a. The Successful Bidder's performance will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.
 - b. The Successful Bidder shall take appropriate corrective actions to rectify performance issues.

- (1) Performance issues requiring the Successful Bidder's action shall be implemented and rectified within four (4) working days of receipt of notification issued by the HPHA.
- (2) All corrective actions taken are at the sole expense of the Successful Bidder. Services provided for correction actions taken are not billable to the HPHA.

B. Personnel Requirements

The Successful Bidder shall:

1. Dedicate one (1) project coordinator for the resulting Contract. The project coordinator shall serve as the main contact for the HPHA.
2. Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation or other personnel changes.

C. Administrative Requirements

1. Administrative Policies

The Successful Bidder shall provide and maintain its own written policies consistent with the following:

- a. Drug Free Workplace Policy;
- b. Sexual Harassment Awareness in the Workplace Policy;
- c. Non-Violence in the Workplace Policy;
- d. Standards of Conduct;
- e. Fair Housing; and
- f. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitation, the following:

- a. Employment, upgrading, demotion, or transfer;

- b. Recruitment or recruitment advertising;
- c. Layoff or termination;
- d. Rates of pay or other forms of compensation; and
- e. Selection for training, including apprenticeship.

The Successful Bidder shall comply with HUD requirements pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964 and regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

2. Payment

The HPHA shall compensate the Successful Bidder(s) with a one-time service fee for completed lodging placement services rendered for each family. The one-time service fee shall be calculated using the accepted bid price per applicable family size multiplied by the number of nights the family will be housed at the lodging venue. The maximum service fee billable to the HPHA for each family shall not exceed the service fee calculated for a five (5) night stay.

All compensation claims shall be subject to the following:

- a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30 day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

- b. The Successful Bidder shall submit an original itemized invoice for services rendered on a monthly basis to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be processed in accordance with section

103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily provided the goods and services specified. Payment shall be made based on the actual number of temporary lodging placement services rendered by the Successful Bidder as detailed in the Contract.

- d. One invoice shall be submitted for each service request. Invoices shall be itemized and include head of household name, current resident property name, lodging venue, duration of stay, unit bid price, one-time service fee for each family, number of completed placements, and total amount due.
- e. Invoice(s) for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- f. On a monthly basis, the HPHA will submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected or implemented within four (4) working days of receiving the notification from the HPHA to avoid delays in payment issuance or payment adjustment purposes.
- g. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link. An original tax clearance certificate, not over two months old, with an original green certified copy stamp, and the Form SPO-22 must accompany the invoice for final payment. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

Section 3
Bid Offer Form and Instructions

Section 3

Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

- *Bid offers shall be submitted to the HPHA using the Bid Offer Form provided in this IFB. Bid offers submitted using re-created forms or other forms shall be rejected and deemed non-responsive.*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *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 2. **Email and facsimile transmissions shall not be accepted.**

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
- G. Copy of Occupancy and Rent Calculation Certificate or equivalent certification for personnel to be assigned to the resulting Contract, if awarded.
- H. Resumes of staff to be assigned to the resulting Contract, if awarded.

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.

Bidders are responsible to review carefully the Specifications, General Conditions, and Special Conditions. 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 a bidder's assurance that he/she is willing and able to begin services effective upon the State's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

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 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.

The successful bid(s) shall be the lowest and the second lowest responsive and responsible Grand Total Bid Price Per Night Per Family for each group/geographical location. A Primary Contract shall be awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price Per Night Per Family within each group/geographical location; A Secondary Contract shall be awarded to the responsible and responsive bidder submitting the second lowest Grand Total Bid Price Per Night Per Family within each group/geographical location. The Grand Total Bid Price Per Night Per Family for a group/geographical location is the sum of the Total Bid Prices Per Night Per Family for the Initial 12-Month Period, Option Year 1, and Option Year 2.

A bid security deposit is not required for this IFB. The Bid Offer Form is attached to this IFB as Attachment 2. See Attachment 2.

II. HUD Forms

A. Instructions to Offerors Non-Construction, Form HUD 5369-B

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 11.

B. Certification and Representations of Offerors, Form HUD 5369-C

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 12.

C. General Conditions, Form 5370-C

The Form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

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

(END OF SECTION)

Section 4
Bid Evaluation & Award

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 or services shall be known as a “responsible bid.”

II. Method of Award

A Primary Contract shall be awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price Per Night Per Family within each group/geographical location; A Secondary Contract shall be awarded to the responsible and responsive bidder submitting the second lowest Grand Total Bid Price Per Night Per Family within each group/geographical location.

The Grand Total Bid Price Per Night Per Family is the sum of all the Total Bid Prices Per Night Per Family for all family sizes for the Initial 12-Month Period, Option Year 1 and Option Year 2 within each group/geographical location. To be considered a responsive bid and eligible for award, the bidder must submit a Bid Price Per Night Per Family for all family sizes, calculate the Total Bid Price Per Night Per Family for the Initial 12-Month Period, Option Year 1 and Option Year 2, and calculate the Maximum Service Fee for all family sizes listed on the Bid Offer Form for the respective group/geographical location.

In the case of a tie for the lowest responsible and responsive bidder, award shall be determined by the flip of a coin or some other random means of selection to determine the primary and secondary contractor.

All service requests shall be submitted to the Primary Contractor to fulfill the lodging placement services first; a service request shall be submitted to the Secondary Contractor for the families that the Primary Contractor is unable to place. Both the Primary and the Secondary Contractor shall be allotted the same timeframe to arrange for temporary lodging venues for the families.

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

Bids must conform to all requirements of the IFB in order to be determined responsive.

Section 5 Attachments

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| 1. Wage Certificate | Due April 16, 2015 |
| 2. Bid Offer Form | Due April 16, 2015 |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 4. Sample – Attachment S1, Scope of Services | For Bidder's information |
| 5. Sample – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 6. Sample – Attachment S3, Time of Performance | For Bidder's information |
| 7. Sample – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 8. Sample – Attachment S5, Special Conditions | For Bidder's information |
| 9. General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 10. General Conditions, Federal Form HUD 5370-C | For Bidder's information |
| 11. Instructions to Offerors, Form HUD 5369-B | For Bidder's information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C | Due April 16, 2015 |
| 13. Federal and State Public Housing Properties | For Bidder's information |
| 14. 2014 and 2015 Hawaii State Government Observed Holidays | For Bidder's information |