



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2012-15

Invitation for Bids (IFB) to Furnish and Deliver New Vehicles to the Hawaii Public Housing Authority's Oahu Office Located at 1002 North School Street, Honolulu, HI 96817 and Kauai Office Located at 4726 Malu Road, Kapaa, HI 96746

Note: If this IFB was downloaded from the Hawaii Public Housing Authority's website, each interested bidder must provide contact information to the IFB Coordinator to be notified of any changes. For your convenience, you may download the IFB Sign-In form, complete and e-mail or mail to the IFB contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the IFB if a bid offer is submitted from an incomplete IFB.

Issued August 21, 2012



NEIL ABERCROMBIE
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-2012-15

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 Furnishing and Delivery of New Vehicles to its Oahu offices located at 1002 North School Street, Honolulu and its Kauai office located at 4726 Malu Road, Kapaa Kauai.

The Invitation for Bids, Specifications, and Bid Offer Form, may be picked up at the HPHA's Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning August 21, 2012.

Sealed bids must be received at the HPHA's Central Files, 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 10:00 a.m. Hawaii Standard Time (HST) on September 19, 2012. Opening of bids will commence at 10:15 a.m. HST on September 19, 2012.

The HPHA will conduct a Pre-Bid Conference on Wednesday, August 30, 2012 at the HPHA – Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817 from approximately 9:00 a.m. – 10:00 a.m. HST. All interested bidders are strongly encouraged to attend.

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 Rick Sogawa, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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1. Bid Offer Form

Due September 19, 2012

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 administrative rules. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities, and submission of a valid executed bid by any prospective 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 Service 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 Form and Instructions – Describes the required format and content for the bid
- Section 4 Bid Evaluation and Award – Describes how the bids will be evaluated by the HPHA
- Section 5 Attachments

III. Contracting Office

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

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

Telephone: (808) 832-6038

Fax: (808) 832-6039

For the purpose of this solicitation, the IFB Coordinator or his/her designated representative is listed below:

Rick Sogawa
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038

Email: rick.t.sogawa@hawaii.gov

The Hawaii Public Housing Authority (HPHA) reserves the right to change the IFB Coordinator.

The office responsible for monitoring and inspecting the delivery of vehicles is the Property Management and Maintenance Services Branch (PMMSB). For the purpose of this solicitation, the Contract Administrator or his/her designated representative is listed below:

Oahu Vehicles:

Paul Pasion
General Construction Maintenance Supervisor
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817 Telephone: (808) 832-4684

Kauai Vehicles:

Noreen Kaneholani
Acting Property Manager
4726 Malu Road
Kapaa, Hawaii 96746 Telephone: (808) 821-4415

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Contractor. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Contractor of any change.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	August 21, 2012
Distribution of bid specs/bid form	August 21, 2012
Pre-Bid Conference	August 30, 2012
Deadline for Written Questions	September 4, 2012, 4:30 pm HST
Responses to Questions	September 7, 2012
Bid submittal deadline	September 19, 2012, 10:00 am HST
Bid Opening	September 19, 2012
Notice of award	September 2012
Contract execution	October 2012
Contract start date	October 1, 2012

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interests of the State. Contract execution and start date are subject to approval by HUD and availability of funds.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on the date set forth in Section IF Procurement Timeline at the HPHA, 1002 North School

Street, Building E Conference Room, Honolulu, Hawaii 96817 from approximately 9:00 a.m. – 10:00 a.m. Hawaii Standard Time (HST).

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 direction. Written formal official responses to substantive questions will be provided to each interested bidder as set forth in section VI herein below. Any changes required will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit 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 September 4, 2012. All written questions will receive a written response from the HPHA. The HPHA's contracting office responses to written questions will be sent to an interested bidder via mail, electronic mail, or facsimile not later than September 7, 2012.

VII. Submission of Sealed Bids

- A. **Forms/Formats.** Bid offer forms are attached at Section 5 of this IFB. See Attachments.
- B. **Bid Submittal.** Bids must be postmarked by United States Postal Service (USPS) or hand delivered by the date and time designated in the procurement timeline. Any bids post-marked or received after the designated date and time shall be considered late and rejected. Postmarks must be by the USPS or the bid will be considered hand-delivered and shall be rejected if late. It should be noted that the USPS does not deliver mail directly to 1002 North School Street which may cause a delay in receipt by the HPHA and the offer may reach the HPHA after the deadline, resulting in automatic rejection. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids must submitted in a sealed envelope and property identified as a sealed bid in response to this IFB. Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. **Confidential Information.** If an interested bidder believes that any portion of a bid contains information that should be withheld as confidential, the interested bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, be 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 will not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA's requirements. Discussions with the Contract Administrator or RFP Coordinator shall be deemed to have altered the written specifications contained herein.

IX. Opening of Bids

Upon receipt of bids by the HPHA at the designated location, bids, modifications to bids, and withdrawals of bids shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. 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 at the bid opening specified in Section IV. Procurement Timeline.

In the unlikely event that the HPHA has received a bid that was misplaced or mishandled through no fault of the interested bidder, the HPHA shall publicly open the bid as soon as possible, inform all interested 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 by the HPHA by the posted due date, in the possession of the HPHA, and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Descriptive literature may be submitted. Any documentation, literature or samples that can be used to support compliance with the specifications should be submitted and will be examined or tested. Acceptance of said literature 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, Hawaii Administrative Rules. Interested bidders will be notified of all amendments through written communication.

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 HPHA's sole discretion when it is determined to be in the best interests of the State.

XIII. Costs for Bid Preparation

Any costs incurred by interested bidders in preparing or submitting a bid are the applicants' sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

XIV. Mistakes in Bids

While interested 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 bidder to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR, and the U.S. Department of Housing and Urban Development (HUD) requirements at HUD Handbook 7460.8.

XV. 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 which demonstrate an understanding of the service specifications. Any bid offering any other set of 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 not only the total price of the bid, but the prices for individual items as well.
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 bidding is at a very high price for the first item and extremely low for subsequent items.

Any bid offer shall be determined non-responsive, if submitted in a manner which significantly alters the bid form or does not conform to the format and instructions provided.

XVI. Notice of Award

An award shall be made to the responsive and responsible bidder(s) submitting the lowest total bid price for all vehicles or group of vehicles as indicated in the bid offer form.

If made, an award shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest total bid price for all required vehicles or group of vehicles.
2. In the case of a tie, the bid shall be awarded to the present Contractor providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the present Contractor is not a tied bidder, the bid award shall be by the flip of a coin or some other random means of selection.

Any Contract arising out of this solicitation may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of HUD, as required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the Successful Bidder prior to the Contract start date. 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 Contract start date.

The interested bidder shall produce documents to the procurement officer to demonstrate compliance with the Reference Responsibility of Bidder in section 3-122-112, HAR. 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.

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.

XVII. Protests

An unsuccessful 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 any rule established by Chapter 103D, HRS; or
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor. However, a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. 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:	Hakim Ouansafi	Name:	Rick Sogawa
Title:	Executive Director	Title:	Acting 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

XVIII. Availability of Funds

All interested bidders and the Successful Bidder shall be duly informed that the award of a Contract and any allowed renewal or extension of a Contract 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.

XIX. 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.

XX. General and Special Conditions of Contract

The General Conditions that will be imposed contractually may be found on the SPO website at www.spo.hawaii.gov.

Special conditions may also be imposed contractually by the HPHA, as deemed necessary. Any necessary Special Conditions may be imposed under the Contract by the HPHA. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

XXI. Cost Principles

The HPHA shall utilize standard cost principles at 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 federal and state law.

(END OF SECTION)

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all state low income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic.

The HPHA seeks to procure four (4) new maintenance vehicles for delivery to its Central Maintenance Services Section at 1002 North School Street, Building D, Honolulu, Hawaii 96817; and one (1) new maintenance vehicle, two (2) new light duty pick-up trucks and one (1) passenger vehicle for delivery to its Kauai Management Office at 4726 Malu Road, Kapaa, Hawaii 96746.

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 State or Federal or defederalized sources.

II. General Requirements

A. Bidders 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. Interested bidders must be in good standing with the Department of Commerce and Consumer Affairs and submit a certificate to the HPHA with the Bid Offer Form.

To obtain a *Certificate of Good Standing* go online to www.hawaii.gov/dcca/areas/breg and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m. HST). The "Certificate of Good Standing" is valid for six (6) months from date of issue and must be valid on the date it is received by the purchasing agency. Interested Bidders are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

3. Pursuant to section 103D-328, HRS, the Successful Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the HPHA.

The tax clearance certificate can be obtained from the State of Hawaii, DOTAX. The *Tax Clearance Application Form A-6 (Rev. 2003)* is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX

Website: <http://www.hawaii.gov/tax/>
Tel: (808) 587-7527

The application for the clearance shall be the responsibility of the Successful Bidder, and must be submitted directly to the DOTAX or IRS and not to the HPHA.

4. Pursuant to section 103D-310(c), HRS, the interested bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the HPHA.

The certificate of compliance may be obtained on the State of Hawaii, *DLIR APPLICATIONS FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27*. It is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Interested Bidder who in turn shall submit it to the HPHA.

The application for the certificate is the responsibility of the interested bidder,

and must be submitted directly to the DLIR and not to the HPHA.

However, instead of separately applying for these (paper) certificates at the various state/federal agencies, the HPHA recommends that interested 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 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. Interested bidders that elect to use the new HCE services will be required to pay any annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

5. No performance or payment bond is required.
6. 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 of Oahu or Kauai 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.

7. 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.

8. The Successful Bidder shall have a permanent office in Hawaii from where it conducts business and where an authorized representative will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. The permanent office location and phone number shall be stated on the bid.

B. Single or multiple contracts to be awarded

Single Multiple Single or Multiple

C. Statutory requirements of Section 103-55, HRS

Interested bidders shall complete and submit the attached wage certification by which the interested bidder certifies that the services required will be performed pursuant to section 103-55, HRS.

D. Bid Price

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

- Four (4) new maintenance vehicles to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817; or
- Two (2) new light duty pick up trucks; one (1) new maintenance vehicle; and one (1) new passenger vehicle at 4726 Malu Road, Kapaa, Hawaii 96746, as appropriate.

E. Contract Price Adjustment

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

III. CONTRACT MONITORING & REMEDIES

A. Damages

1. Liquidated damages is fixed at the sum of SIXTY FIVE DOLLARS (\$65.00) for each and every calendar day the Successful Bidder fails to perform in whole or in part any of its obligations, which liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to said vehicles while in the possession and control of the bidder. The HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to Successful Bidder. In the event money due the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

B. 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).

C. Termination

The HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions.

IV. SCOPE OF WORK

A. Management Requirements & Qualifications (Minimum requirements)

1. Payment

- a. Section 103-10, HRS, provides that the HPHA shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. 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 a monthly invoice, one (1) original, for services rendered to:
Hawaii Public Housing Authority
Attn: Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

The date of the invoice shall be the date of receipt of the invoice by the HPHA.

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be 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.

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

- 1. Make, Model and Other Information.** Offeror(s) must identify on the 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, Offeror may attach a separate sheet to the bid for the purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer equipment as specified may result in rejection of bid.

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 one hundred twenty (120) calendar days of the official commencement date on the Notice to Proceed. Vehicles shall be delivered to the following addresses:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street, Building D
Honolulu, Hawaii 96817
Attn: Mr. Paul Pasion

Kauai Management Office
4726 Malu Road
Kapaa Kauai, 96746
Attn: Noreen Kaneholani

Representatives of both the Contractor and State 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, Contractor 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. Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, the Liquidated Damages provision shall apply. However, Contractor 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 Contract Administrator.

5. Warranties

- a. At minimum, all vehicles provided under the terms of the agreement shall have a 3 year/36,000 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 used and 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 this vehicle; this procedure shall be conducted in the County where the vehicle is delivered.

(Specifications to follow on the next page.)

C. Technical Specifications for Vehicles

1. General Description

ITEM A: Maintenance Vehicle

The HPHA intends to purchase **four (4) new maintenance utility vehicles on Oahu and one (1) new maintenance vehicle on Kauai**. All specifications/quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2012
- b. Model: Ford F-250 or equivalent
- c. Engine: 4.5 Liter minimum
6 Cylinder minimum

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 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: 4-Speed Automatic
Front Wheel Drive, with overdrive and tow/haul mode
- e. Body/Cab: Regular Cab with 2 doors
8 feet, All Steel Standard Service Utility body, low profile (Knapheide or similar)
Minimum GVWR 9000
Overhead Utility Material Racks (750 lb minimum capacity)
- f. Mechanical: Power 4-wheel Disc Brakes with Rear Anti Lock Brakes
Front disc minimum
Power Rack and Pinion Steering
Hood Open Assist Mechanisms
- g. Wheels: LT245 Radial tires
Full Spare Tire with Underframe
Jack and Wheel wrench

- h. Suspension: Axles, Springs, and Shock Absorbers must meet manufacturers and Federal GAWR requirements
- i. Interior: 3 passenger seating capacity (3 seat belt positions)
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
Dual Outside Mirrors
Factory Tinted Glass all Windows
Headlamps/Rear and Brake Lamps
Tow Hitch
Windshield Wipers
Rust proofing and sprayed on bed liner which must be approved by contract administrator
- l. Other Operator's manual
Mileage shall not exceed 500 miles at time of delivery
Shop repair manual (2 sets)
Vehicle safety inspection not less than 30 days of expiration at time of delivery
3-year 36,000 miles warranty
Two (2) sets of keys
Back up Alarm

ITEM B: Light Duty Pick Up Truck

The HPHA intends to purchase **two (2) new light duty pick-up trucks on Kauai**. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2012
- b. Model: Ford Ranger, Dodge Dakota, Toyota Tacoma or Similar
- c. Engine: 1.8 Liter minimum
4 Cylinder minimum

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 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. Wheelbase: 108
- e. Length 195
- f. Transmission: 4 speed automatic
- g. Cab Single cab with 2 full size doors
- h. Body 6 or 8 foot bed
- i. Steering: Power or power assisted
- j. Brakes: Power or power assisted or electric
Front disc minimum
Rear anti-lock
- k. Wheels: Radial tires
Full size spare tire
Jack and wheel wrench
- l. Suspension Axles, springs and shock absorbers must meet manufacturer's and federal GAWR requirements
- m. Interior: 3-passenger seating capacity (3 seat belt positions)
Air conditioning
AM/FM radio
Dual front air bags (SRS)
Standard vinyl or cloth upholstery
Floor mats
- n. Exterior: White or tan manufacturer's standard color
Dual outside mirrors
Factory tinted glass

Rust proofing and sprayed on bed liner which must be approved by contract administrator

- o. Other: Operator's manual
3-year, 36,000 miles warranty
Shop repair manual
Two (2) set of keys
Must have dealer warranty service facility on the island of Kauai

ITEM C: Passenger vehicle

The HPHA intends to purchase **one (1) new passenger vehicle on Kauai**. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model year: 2012 or newer
- b. Make/model: Chevy Malibu, Toyota Camry or Similar
- c. Wheelbase: 107.5 inches minimum
110 inches maximum
- d. Engine: 4 cylinder gasoline powered
2.4 liter
- e. Transmission: 4 speed automatic
- f. Steering: Power or power assisted; or electric
- g. Brakes: Power or power assisted
Front disc minimum
Rear anti-lock
- h. Wheels: 16 inch minimum radial tires
Full size spare tire
Jack and wheel wrench
- i. Interior: 5-passenger seating capacity (5 seat belt positions)
Air conditioning
Power door locks
Power windows
AM/FM radio
Dual front air bags (SRS)
Cloth or leather upholstery
- j. Headroom: 38 inches minimum

- k. Exterior: White or tan manufacturer's standard color
Dual outside mirrors
Factory tinted glass
Rust proofing
- l. Overall length: Not to exceed 192 inches
- m. Other: Operator's manual
3-year, 36,000 miles warranty
Shop repair manual
Two (2) sets of keys
Keyless remote
Factory floor mats

If there is any conflict between the minimum specifications detailed above and the specifications detailed in the bid offer form, the bid offer form shall prevail.

(END OF SECTION)

Section 3 Forms and Instructions

General Instructions for Completing Forms

Bids shall be submitted to the HPHA in the prescribed format outlined in this IFB. Supplemental literature, brochures or other information may be included in the bid packet, but shall not be deemed as an amendment or revision to the technical specs. A written response is required for each item unless indicated otherwise.

I. Bid Offer Form

The bid forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Electronic mail and facsimile transmissions shall not be accepted.

Interested bidders are reminded to submit the following certifications:

- 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; and
- c. If applicable, corporate resolution evidencing who is authorized to sign bid documents and contracts on behalf of the interested bidder.

In lieu of items b, c, and d above the interested bidders may register via the online system, "Hawaii Compliance Express" at <http://vendors.ehawaii.gov/hce/> and submit the CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office. Interested Bidders are responsible to review the minimum specifications, general conditions, and special conditions carefully. Submission of a bid offer shall be regarded as the interested bidder's assurance that he/she is willing and able to comply with the specifications, general conditions, and special conditions. The HPHA shall not consider any 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 vehicles as specified in this IFB. The HPHA shall not consider offers from interested bidders who are unable to provide the maintenance vehicles in the time and condition required under the IFB.

Interested bidders shall submit its bid under the interested 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 one (1) of the bid form. Failure to do so may delay proper execution of the Contract.

The interested bidder's authorized signature shall be an original signature in ink. If the bid form on page one (1), is unsigned or the affixed signature is a facsimile or a photocopy, the bid shall be automatically rejected.

A bid security deposit is not required for this IFB. Bid forms are attached to this IFB.

II. General Conditions

The State of Hawaii's General Conditions of the Contract are attached for the interested bidder's review and information. The general conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4 Bid Evaluation & Award

I. Bid Evaluation

Each bid offer 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 “responsible bid.” Information provided in/with the Bid Offer that results in a determination that the interested bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsive bid.”

II. Method of Award

Award shall be made to the lowest responsible and responsive bidder(s) Bid Price by item for the vehicles procured under this IFB.

Pursuant to section 3-122-35, HAR, in the event there are no responsive and responsible bids an alternative procurement method may be used by the HPHA. The HPHA may conduct a resolicitation or an alternative procurement method for each vehicle in whole or in part.

The low bid must conform to all requirements of the IFB in order to be determined responsive.

(END OF SECTION)

Section 5

A. Attachments

1. Bid Offer Form
2. General Conditions

Due September 19, 2012

B. Bid Submittal Checklist

Bidders are encouraged to use the checklist below to check that all of the required submittals are included in the bid offer form. Bidders shall be responsible to review the IFB in its entirety to determine whether they have complied with all requirements of the IFB.

Description	Yes	No
1. Does the bid offer submitted include all 11 pages		
2. Did the bidder complete all questions on the bid form?		
3. If there is a vehicle group that is not being bid on, did the bidder write "no bid" in the space provided on page 11.		
4. Did the bidder include a signed wage certification?		
5. Did the bidder include a valid certificate of compliance issued by the Hawaii Compliance Express or other forms of certificate to demonstrate compliance with the requirements of the IFB?		
6. Did the bidder list their license number to sell vehicles in the State of Hawaii on the bid offer form?		
7. Did the bidder include the address of the service warranty facility on the island where the vehicle will be delivered?		

IFB PMB-2012-15

Competitive Sealed Bid Offer Applicant Identification Form

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, HI 96817

Dear HPHA:

The undersigned has carefully read and understands the terms and conditions specified in the Competitive Sealed Bids and hereby submits the following bid offer to furnish and deliver vehicle(s) as specified.

That the undersigned further understands and agrees that by submitting this Competitive Sealed Bid, 1) it is declaring its Bid Offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully Submitted,

Telephone No.: _____

Legal Name of Offeror

Fax No.: _____

Payment address, if other than street
address at right:

Authorized Signature (Original)

Hawaii General Excise Tax Lic. I.D. No.:

Title

Social Security or Federal I.D. No.:

Street Address

Dealer's License No.:

City, State, Zip Code

Expiration Date

Offeror is: Individual Partnership Corporation Joint Venture

State of Incorporation: Hawaii * Other _____

*If "other", is corporate seal available in Hawaii? Yes No

Offeror shall list below business firms and/or government agencies to which he has provided similar or identical services to those required by the IFB.

	<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Applicant's Office Address: _____

Name of Person to Contract: _____

Telephone Number: _____ Fax Number: _____

Oahu Dealer Service Warranty Facility: _____
(address, city, phone no.) _____

Kauai Dealer Service Warranty Facility: _____
(address, city, phone no.) _____

Authorized Representative Signature _____

Name and Title _____

Item A1: Maintenance Vehicle

OAHU: Four (4) Maintenance Vehicles

The HPHA intends to purchase **four (4) new maintenance utility vehicles on Oahu**. All specifications/ quantities listed represent a minimum specification, unless otherwise specified. Please indicate the specification(s) of the vehicle being offered; or circle "yes" or "no" as appropriate.

- a. Model Year: 2012 _____
- b. Model: Ford F-250 or equivalent _____
- c. Engine: 4.5 Liter minimum _____
6 Cylinder minimum _____

All vehicles must be designed to operate on one of the following fuels.

Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85)	yes	no
Dedicated compressed natural gas only (CNG)	yes	no
Bi-Fuel, compressed natural gas or gasoline (CNG2)	yes	no
Total Electric power from rechargeable batteries (Electric)	yes	no
Liquid Natural Gas "bi-fuel" (LNG2)	yes	no
Dedicated liquid propane only (LPG)	yes	no
Bi-Fuel liquid propane gas or Gasoline (LPG2)	yes	no

- d. Transmission: 4-Speed Automatic _____
Front Wheel Drive, with overdrive _____
and tow/haul mode _____
- e. Cab: Regular Cab with 2 doors _____
8 feet, All Steel Standard Service (Low Profile) _____
Utility Body (Knapheide or similar) _____
Minimum GVWR 9000 _____
Overhead Utility Racks (750 lb capacity) _____
- f. Mechanical: Power 4-wheel Disc Brakes _____
with Rear Anti Lock Brakes _____
Front disc minimum _____
Power Rack and Pinion Steering _____
Hood Open Assist Mechanisms _____
- g. Wheels: LT245 Radial tires _____
Full Spare Tire with Underframe _____
Jack and Wheel wrench _____
- h. Suspension: Axles, Springs, and Shock Absorbers _____
must meet manufacturers and Federal _____
GAWR requirements _____

- i. Interior:
 - 3 passenger seating capacity (3 seat belt positions) _____
 - 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 _____
 - Dual Outside Mirrors _____
 - Factory Tinted Glass all Windows _____
 - Headlamps/Rear and Brake Lamps _____
 - Tow Package _____
 - Windshield Wipers _____
 - Rust proofing _____
 - Sprayed on bed liner _____
- l. Other
 - Operator's manual _____
 - Mileage shall not exceed 500 miles at time of delivery _____
 - Shop repair manual (2 sets) _____
 - Vehicle safety inspection not less than 30 days of expiration at time of delivery _____
 - 3-year 36,000 miles warranty _____
 - Two (2) sets of keys _____
 - Back up Alarm _____

Total Bid For Four (4) New Maintenance Vehicles (including without limitation, compliance with minimum vehicle specifications listed above, delivery, licensing, warranty and requirements set forth in IFB-PMB-2012-15) for Delivery on Oahu.

\$ _____

Award shall be made to the lowest responsible and responsive bidder for this item A1. Bidder must have dealer warranty service facility on Oahu to be determined responsive.

Item A2: Maintenance Vehicle

KAUAI: One (1) Maintenance Vehicles

The HPHA intends to purchase **one (1) new maintenance utility vehicle on Kauai**. All specifications/ quantities listed represent a minimum specification, unless otherwise specified. Please indicate the specification(s) of the vehicle being offered; or circle "yes" or "no" as appropriate.

- a. Model Year: 2012 _____
- b. Model: Ford F-250 or equivalent _____
- c. Engine: 4.5 Liter minimum _____
6 Cylinder minimum _____

All vehicles must be designed to operate on one of the following fuels.

Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85)	yes	no
Dedicated compressed natural gas only (CNG)	yes	no
Bi-Fuel, compressed natural gas or gasoline (CNG2)	yes	no
Total Electric power from rechargeable batteries (Electric)	yes	no
Liquid Natural Gas "bi-fuel" (LNG2)	yes	no
Dedicated liquid propane only (LPG)	yes	no
Bi-Fuel liquid propane gas or Gasoline (LPG2)	yes	no

- d. Transmission: 4-Speed Automatic _____
Front Wheel Drive, with overdrive _____
and tow/haul mode _____
- e. Cab: Regular Cab with 2 doors _____
8 feet, All Steel Standard Service (Low Profile) _____
Utility Body (Knapheide or similar) _____
Minimum GVWR 9000 _____
Overhead Utility Racks (750 lb capacity) _____
- f. Mechanical: Power 4-wheel Disc Brakes _____
with Rear Anti Lock Brakes _____
Front disc minimum _____
Power Rack and Pinion Steering _____
Hood Open Assist Mechanisms _____
- g. Wheels: LT245 Radial tires _____
Full Spare Tire with Underframe _____
Jack and Wheel wrench _____
- h. Suspension: Axles, Springs, and Shock Absorbers _____
must meet manufacturers and Federal _____
GAWR requirements _____

- i. Interior:
 - 3 passenger seating capacity (3 seat belt positions) _____
 - 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 _____
 - Dual Outside Mirrors _____
 - Factory Tinted Glass all Windows _____
 - Headlamps/Rear and Brake Lamps _____
 - Tow Package _____
 - Windshield Wipers _____
 - Rust proofing _____
 - Sprayed on bed liner _____

- l. Other
 - Operator's manual _____
 - Mileage shall not exceed 500 miles at time of delivery _____
 - Shop repair manual (2 sets) _____
 - Vehicle safety inspection not less than 30 days of expiration at time of delivery _____
 - 3-year 36,000 miles warranty _____
 - Two (2) sets of keys _____
 - Back up Alarm _____

Total Bid For One (1) New Maintenance Vehicle
 (including without limitation, compliance with minimum vehicle specifications listed above, delivery, licensing, warranty and requirements set forth in IFB-PMB-2012-15) for Delivery on Kauai.

\$ _____

Award shall be made to the lowest responsible and responsive bidder for this item A2. Bidder must have a dealer warranty service facility on Kauai to be determined responsive.

ITEM B: Light Duty Pick Up Truck

KAUAI: Two(2) light duty pick-up trucks

The HPHA intends to purchase **two (2) new light duty pick-up trucks on Kauai**. All specifications/ quantities listed represent a minimum, unless otherwise specified. Please indicate the specification(s) of the vehicle being offered; or circle "yes" or "no" as appropriate.

- a. Model Year: 2012 _____
- b. Model: Ford Ranger, Dodge Dakota, Toyota Tacoma or similar _____
- c. Engine: 4.5 Liter minimum _____
6 Cylinder minimum _____

All vehicles must be designed to operate on one of the following fuels.

Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85)	yes	no
Dedicated compressed natural gas only (CNG)	yes	no
Bi-Fuel, compressed natural gas or gasoline (CNG2)	yes	no
Total Electric power from rechargeable batteries (Electric)	yes	no
Liquid Natural Gas "bi-fuel" (LNG2)	yes	no
Dedicated liquid propane only (LPG)	yes	no
Bi-Fuel liquid propane gas or Gasoline (LPG2)	yes	no

- d. Wheelbase: 108 _____
- e. Length 195 _____
- f. Engine: 1.8 minimum _____
4 cylinder minimum _____
- g. Transmission: 4 speed automatic _____
- h. Cab Single cab with 2 full size doors _____
- i. Body 6 or 8 foot bed _____
- j. Steering: Power or power assisted _____
- k. Brakes: Power or power assisted _____
Front disc minimum _____
Rear anti-lock _____

- l. Wheels: Radial tires _____
 Full size spare tire _____
 Jack and wheel wrench _____

- m. Suspension Axles, springs and shock
 absorbers must meet manufacturer's
 and federal GAWR requirements _____

- n. Interior: 3-passenger seating capacity (3 seat belt positions) _____
 Air conditioning _____
 AM/FM radio _____
 Dual front air bags (SRS) _____
 Standard vinyl or cloth upholstery _____
 Floor mats _____

- o. Exterior: White or manufacturer's standard color _____
 Dual outside mirrors _____
 Factory tinted glass _____
 Rust proofing _____
 Sprayed on bed liner which must be
 approved by contract administrator _____

- p. Other: Operator's manual _____
 3-year, 36,000 miles warranty _____
 Shop repair manual _____
 Two (2) set of keys _____

Total Bid For Two (2) New Light Duty Pick-Up Trucks
 (including without limitation, compliance with minimum
 vehicle specifications listed above, delivery, licensing,
 warranty and requirements set forth in IFB-PMB-2012-15)
 for delivery on Kauai.

\$ _____

Award shall be made to the lowest responsible and responsive bidder for this item B. Bidder must have a dealer warranty service facility on Kauai to be determined responsive.

ITEM C: Passenger vehicle

KAUAI: One (1) New Passenger Vehicle

The HPHA intends to purchase **one (1) new passenger vehicle on Kauai**. All specifications/ quantities listed represent a minimum, unless otherwise specified. Please indicate the specification(s) of the vehicle being offered; or circle "yes" or "no" as appropriate.

- a. Model Year: 2012 or newer _____
- b. Model: Chevy Malibu, Toyota Camry
or similar _____
- c. Engine: 2.4 Liter minimum _____
4 Cylinder minimum _____

All vehicles must be designed to operate on one of the following fuels.

Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85)	yes	no
Dedicated compressed natural gas only (CNG)	yes	no
Bi-Fuel, compressed natural gas or gasoline (CNG2)	yes	no
Total Electric power from rechargeable batteries (Electric)	yes	no
Liquid Natural Gas "bi-fuel" (LNG2)	yes	no
Dedicated liquid propane only (LPG)	yes	no
Bi-Fuel liquid propane gas or Gasoline (LPG2)	yes	no

- d. Wheelbase: 107.5 inches minimum _____
110 inches maximum _____
- e. Transmission: 4 speed automatic _____
- f. Steering: Power, power assisted; or electric _____
- g. Brakes: Power or power assisted _____
Front disc minimum _____
Rear anti-lock _____
- h. Wheels: 16 inch minimum radial tires _____
Full size spare tire _____
Jack and wheel wrench _____
- i. Interior: 5-passenger seating capacity
(5 seat belt positions) _____
Air conditioning _____
Power door locks _____
Power windows _____

- AM/FM radio _____
- Dual front air bags (SRS) _____
- Cloth or leather upholstery _____
- j. Headroom: 38 inches minimum _____
- k. Exterior: White or tan manufacturer's standard color _____
- Dual outside mirrors _____
- Factory tinted glass _____
- Rust proofing _____
- l. Overall length: Not to exceed 192 inches _____
- m. Other: Operator's manual _____
- 3-year, 36,000 miles warranty _____
- Shop repair manual _____
- Two (2) sets of keys _____
- Keyless remote _____
- Factory floor mats _____

Total Bid For One (1) New Passenger Vehicle
 (including without limitation, compliance with minimum
 vehicle specifications listed above, delivery, licensing,
 warranty and requirements set forth in IFB-PMB-2012-15)
 for delivery on Kauai.

\$ _____

Award shall be made to the lowest responsible and responsive bidder for this item C. Bidder must have a dealer warranty service facility on Kauai to be determined responsive.

BID SUMMARY FORM

Bidder must summarize their bid price(s) below and should be the same price(s) as listed above. The bid offer(s) listed below shall be opened and read publicly at the bid opening. If there is a discrepancy or conflict between this bid summary form and the bid offer(s) listed above, the lower bid offer shall be accepted by the State.

Bidders are not required to bid on all items. **For any item not being bid, please write "no bid" in the space(s) provided.** Do not leave any item blank as it may be deemed non-responsive. Award will be made to the lowest responsible and responsive bidder. As such, this IFB could result in up to four (4) separate awards.

Item A1: OAHU: Four (4) Maintenance Vehicles

Make, Model and Year: _____

Total Bid For Four (4) New Maintenance Vehicles
Set forth in IFB-PMB-2012-15 for delivery on Oahu \$ _____

Item A2: KAUAI: One (1) Maintenance Vehicles

Make, Model and Year: _____

Total Bid For One (1) New Maintenance Vehicles
Set forth in IFB-PMB-2012-15 for delivery on Kauai \$ _____

ITEM B: KAUAI: Two(2) light duty pick-up trucks

Make, Model and Year: _____

Total Bid For Two (2) Light Duty Pick-Up Truck
Set forth in IFB-PMB-2012-15 for delivery on Kauai \$ _____

ITEM C: KAUAI: One (1) New Passenger Vehicle

Make, Model and Year: _____

Total Bid For One (1) New Passenger Vehicle
Set forth in IFB-PMB-2012-15 for delivery on Kauai \$ _____

Bid offers must include all pages 1-11 in their submission.

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
17. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
 - b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

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