



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2012-19

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

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 December 3, 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-2012-19

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, Hawaii 96817.

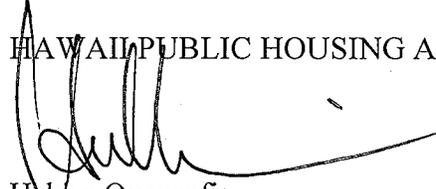
The Invitation for Bids, Specifications, and Bid Offer Form, may be picked up at the HPHA's Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning December 3, 2012.

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 December 27, 2012. Opening of bids will commence at 10:15 a.m. HST on December 27, 2012.

The HPHA will conduct a Pre-Bid Conference on Monday, December 17, 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 December 27, 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:

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

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	December 3, 2012
Distribution of bid specs/bid form	December 3, 2012
Pre-Bid Conference	December 17, 2012
Deadline for Written Questions	December 18, 2012, 4:30 pm HST
Responses to Questions	December 19, 2012
Bid submittal deadline	December 27, 2012, 10:00 am HST
Bid Opening	December 27, 2012
Notice of award	January 2013
Contract execution	January 2013
Contract start date	January 2013

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 IV 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 found in Section IV Procurement Timeline. 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 the date set forth in the procurement timeline.

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 be submitted in a sealed envelope and properly 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 IFB Coordinator **shall not** 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 responsive 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:	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 eight (8) new full size pick-up trucks and one (1) new sport utility vehicle for delivery to its Central Maintenance Services Section at 1002 North School Street, Building D, Honolulu, Hawaii 96817

B. Funding source and period of availability

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

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

The HPHA reserves the right to pay for vehicles using available Federal or 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 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 accept 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. Bid Price

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

- Eight (8) new full size pick-up trucks to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817; and/or
- One (1) new sport utility vehicle to the HPHA at 1002 North School Street, Building D, Honolulu, Hawaii 96817.

D. Contract Price Adjustment

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

III. CONTRACT MONITORING & REMEDIES

A. Damages

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 Successful 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 an original invoice for goods satisfactorily delivered 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 ninety (90) calendar days of the official commencement date on the Notice to Proceed. Vehicles shall be delivered to the following address:

Hawaii Public Housing Authority

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

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 minimum extended 7 year/100,000 mile, bumper to bumper warranty. Warranty documents (Contractor's and manufacturer's) shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and Contractor's warranty procedures.
- b. During the warranty period, the Successful Bidder shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Successful Bidder shall replace the vehicle at no additional cost to the HPHA.

6. EPA Requirement

- a. All vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency, and relevant updates/revisions.

- b. The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications, such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

7. Certificates Required

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

These certificates are essential for the proper registration and licensing of 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: Full Size Pick Up Trucks

The HPHA intends to purchase eight (8) new full size pick-up trucks on Oahu. All specifications/ quantities listed represent a minimum, unless otherwise specified.

- a. Model Year: 2012 or 2013
- b. Model: Ford F-250 or similar
- c. Engine: 6.0 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: 6-Speed Automatic
Rear wheel drive, with overdrive and tow/haul mode
- e. Body/Cab: Regular Cab with 2 doors, 8 foot bed (Quantity: 2)
Regular Cab with 2 doors, 6 foot bed (Quantity 2)
Crew Cab with 4 doors, 6 foot bed (Quantity 4)
Minimum GVWR 9000
- 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
Spare tire with underframe
Jack and wheel wrench

- h. Suspension: Axles, springs, and shock absorbers must meet manufacturers and Federal GAWR requirements
- i. Interior: 2 passenger seating (w/seat belt positions) on regular cab
5 passenger seating w/seat belt positions on crew cab
Air conditioning
AM/FM Radio
Standard vinyl or cloth upholstery
Power windows/ door locks
- j. Safety/Security Dual Front Air Bags (SRS)
Safety belt pretensioners
Belt usage sensors/reminders
Alert chimes
Side intrusion door beams
- k. Exterior: Color: Factory white or silver (White preferred)
Dual outside mirrors
Factory tinted glass all windows
Headlamps/rear and brake lamps
Tow hitch
Windshield wipers with variable speed
Rust proofing
- l. Other Operator's manual
Mileage shall not exceed 500 miles at time of delivery
Shop repair manual (2 sets) or approved substitute
Vehicle safety inspection not less than 30 days of expiration at time of delivery
7-year /100,000 miles extended warranty
Two (2) sets of keys
Back up Alarm

ITEM B: Sport Utility Vehicle

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

- a. Model year: 2013
- b. Make/model: Chevy Traverse, Jeep Cherokee or Similar
- c. Engine: 6 cylinder gasoline powered
3.5 liter
- d. Transmission: 5 speed automatic
- e. Wheelbase: 107.5 inches minimum

- 118 inches maximum
- f. Body Length: 195 inches maximum
 - g. Height: 72 inches maximum
 - g. Steering: Power or power assisted; or electric
 - h. Brakes: Power or power assisted
Front disc minimum
Rear anti-lock
 - i. Wheels: 16 inch minimum radial tires
Compact size spare tire
Jack and wheel wrench
 - j. Interior: 5-passenger seating capacity (5 seat belt positions)
Air conditioning
Power door locks with remote control
Power windows
AM/FM radio
Dual front air bags (SRS)
Cloth or leather upholstery
Factory floor mats
 - k. Exterior: White or silver (manufacturer's standard color)
Dual outside mirrors
Factory tinted glass
Rust proofing
Windshield/rear variable window wipers and washers
 - l. Other: Operator's manual
7-year, 100,000 miles extended warranty
Shop repair manual
Two (2) sets of keys

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 December 27, 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 8 pages		
2. Did the bidder correctly complete <u>all</u> questions on the bid form? Did the bidder check its bid prices and addition of the total price?		
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 8.		
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?		
8. Did the bidder include two (2) copies of factory literature of the model to be furnished with the bid offer		

IFB PMB-2012-19

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)

Title

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

Street Address

Social Security or Federal I.D. No.:

City, State, Zip Code

Dealer's License No.:

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/she 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.) _____

Authorized Representative Signature _____

Name and Title _____

Item A: Maintenance Vehicles

OAHU: Eight (8) Full Size Pick-up Trucks

The HPHA intends to purchase **eight (8) new full size pick-up trucks 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 or 2013 _____
- b. Model: Ford F-250 or similar _____
- c. Engine: 6.0 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: 6-Speed Automatic _____
Front Wheel Drive, with overdrive _____
and tow/haul mode _____
- e. Cab: Regular Cab with 2 doors, 8 foot bed (Quantity: 2) _____
Regular Cab with 2 doors, 6 foot bed (Quantity 2) _____
Crew Cab with 4 doors, 6 foot bed (Quantity 4) _____
Minimum GVWR 9000 _____
- 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 _____
Spare Tire with Underframe _____
Jack and Wheel wrench _____

- h. Suspension: Axles, Springs, and Shock Absorbers must meet manufacturers and Federal GAWR requirements

- i. Interior: 2 or 5 passenger seating capacity with 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 or silver

Dual Outside Mirrors

Factory Tinted Glass all Windows

Headlamps/Rear and Brake Lamps

Tow Package

Windshield Wipers with variable speed

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

7-year/100,000 miles extended warranty

Two (2) sets of keys

Back up Alarm

(End of specs; bid form continued on next page.)

A1: Bid Offer for two (2) new full size pick-up trucks with Regular cab with 2 doors, 8 foot bed \$ _____

A2: Bid Offer for two (2) new full size pick-up trucks with Regular Cab with 2 doors, 6 foot bed \$ _____

A3: Bid Offer for four (4) new full size pick-up trucks with Crew Cab with 4 doors, 6 foot bed \$ _____

Total Bid For Eight (8) New Full Size Pick-Up Trucks (including without limitation, compliance with minimum vehicle specifications listed above, delivery, licensing, warranty and requirements set forth in IFB-PMB-2012-19) for Delivery on Oahu. \$ _____

Award shall be made to the lowest responsible and responsive bidder for the total bid (item A1+ A2 + A3). Bidder must have dealer warranty service facility on Oahu to be determined responsive.

Item B: Passenger Vehicle

One (1) New Sport Utility Vehicle

The HPHA intends to purchase **one (1) new sport utility vehicle 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: 2013 _____
- b. Model: Chevy Traverse, Jeep Cherokee, Honda Pilot or similar _____
- c. Engine: 3.5 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: 5 speed automatic _____
- e. Wheelbase: 107.5 inches minimum _____
118 inches maximum _____
- f. Length: 195 inches maximum _____
- Height: 72 inches maximum _____
- j. Steering: Power or power assisted _____
- k. Brakes: Power or power assisted _____
Front disc minimum _____
Rear anti-lock _____
- l. Wheels: 16 inches minimum radial tires _____
Compact size spare tire _____
Jack and wheel wrench _____
- m. Suspension: Axles, springs and shock absorbers must meet manufacturer's and federal GAWR requirements _____

- n. Interior: 5-passenger seating capacity (5 seat belt positions) _____
Air conditioning _____
Power door locks with remote control _____
Power windows _____
AM/FM radio _____
Dual front air bags (SRS) _____
Standard vinyl or cloth upholstery _____
Factory floor mats _____

- o. Exterior: White or silver (manufacturer's standard color) _____
Dual outside mirrors _____
Factory tinted glass _____
Rust proofing _____
Windshield/rear variable wipers/washers _____

- p. Other: Operator's manual _____
7-year, 100,000 miles extended warranty _____
Shop repair manual _____
Two (2) set of keys _____

Total Bid For One (1) New Sport Utility Vehicle
(including without limitation, compliance with minimum
vehicle specifications listed above, delivery, licensing,
warranty and requirements set forth in IFB-PMB-2012-19)
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.

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 two (2) separate awards.

Item A: OAHU: Eight (8) New Full Size Pick-Up Trucks

Make, Model and Year: _____

Total Bid For Eight (8) New Full Size Pick Up Trucks
Set forth in IFB-PMB-2012-19 for delivery on Oahu \$ _____

Item B: OAHU: One (1) New Sport Utility Vehicle

Make, Model and Year: _____

Total Bid For One (1) New Sport Utility Vehicle
Set forth in IFB-PMB-2012-19 for delivery on Kauai \$ _____

Bid offers must include all pages 1 - 8 in their submission.

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