

Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2013-05

Invitation-For-Bids to Furnish Laundry Concession Services for
Asset Management Project 43 and Asset Management Project
46 on the Island of Hawaii

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed IFB Coordinator to be notified of any changes. For your convenience, you may download the IFB Sign-In, complete and email, fax or mail to the IFB Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this IFB if a proposal is submitted from an incomplete bid offer.

Issued March 28, 2013



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

INVITATION FOR BIDS (IFB) No. PMB-2013-05

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (“HRS”), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids to **Furnish Laundry Concession Services for Asset Management Project 43 and Asset Management Project 46 on the Island of Hawaii:**

Group I	Asset Mgmt Project 43:	Hale Hookipa (1053), Nani Olu (1063), Kealakehe (1070), Ka Hale Kahaluu (1061)
Group II	Asset Mgmt Project 46:	Noelani I (1071), Noelani II (1078), Ke Kumu Ekolu (1097), Ke Kumu Elua (2207), Hale Hauoli (1031)

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA’s Contract & 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 March 28, 2013.

Sealed bids will be received at the HPHA’s Central Files, 1002 North School Street, Building D, Honolulu, Hawaii 96817 until 10:00 a.m. Hawaii Standard Time (HST) on Wednesday, April 24, 2013. Opening of bids will commence at 10:15 a.m. HST at the HPHA’s Contract & Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Wednesday, April 24, 2013.

A Notice of Intent to Bid is required and must be received by the HPHA’s Central Files, 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than Friday, April 12, 2013. The Notice of Intent to Bid may be filed by fax at (808) 832-6039 or by electronic mail at rick.t.sogawa@hawaii.gov.

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on Tuesday, April 9, 2013 at the HPHA Building G Conference Room from approximately 1:30 p.m. – 2:30 p.m. HST. Site visitation will be by appointment only. Please contact Rick Sogawa, IFB Coordinator at (808) 832-6038. 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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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-for-Bids (IFB) is issued under the provisions of the Hawaii Revised Statutes, Chapter 103D, and the related administrative rules. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

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 bidders' 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 as the IFB Coordinator:

Rick Sogawa
Contract & Procurement Office
1002 North School Street, Bldg D
Honolulu, Hawaii 96817
Email: rick.t.sogawa@hawaii.gov

Telephone: (808) 832-6038

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

The office responsible for monitoring the services performed under the Contract 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:

Earl Nakaya
Property Management and Maintenance Services Branch
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-4687
Email: earl.k.nakaya@hawaii.gov

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

For the purpose of this solicitation, the Officer-In-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-In-Charge.

Group	AMP	Address	Officer-In-Charge
I	43	78-6725 Makolea St. Kailua-Kona, HI 96740	Mr. Paul Sopoaga Ph: (808) 322-1915
II	46	65-1191 Opelo Rd. Kamuela, HI 96743	Mr. Mark Sayers Ph: (808) 887-8130

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

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing IFB	March 28, 2013
Distribution of bid specs/bid offer form	March 28, 2013
Pre-Bid Conference and Site Visitation	April 9, 2013
Site Visitation Period	April 9 – 23, 2013
Notice of Intent To Bid deadline	April 12, 2013
Deadline to submit written questions	April 12, 2013
State response to written questions	April 17, 2013
Bid submittal deadline	April 24, 2013
Bid Opening	April 24, 2013
Notice of award	May 2013

Contract execution
Contract start date

May 2013
July 1, 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 is subject to availability of funds.

V. Pre-Bid Conference & Site Visitation

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on Tuesday, April 9, 2013 at the HPHA Building G Conference Room from approximately 1:30 p.m. to 2:30 p.m. Hawaii Standard Time (HST). Site visitation will be by appointment only. Please contact Rick Sogawa, IFB Coordinator at (808) 832-6038. All interested bidders are strongly encouraged to attend.

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 below. Any changes required will be issued as an addendum to the IFB.

Prior to submittal of the bid offer, interested bidders may inspect the complexes to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. Interested bidders must contact the Officer-In-Charge to schedule a site inspection.

VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB as previously listed. The deadline for submission of written questions is 4:30 p.m. HST on April 12, 2013. All written questions will receive a written response from the HPHA. The HPHA's responses to interested bidder's written questions will be sent to an interested bidder via mail, electronic mail, or facsimile no later than April 17, 2013 or as soon as practicable.

VII. Submission of Sealed Bids

- A. Forms/Formats** – Bid offer forms are attached at Section 5 of this IFB. See Attachment 2.
- B. Bid Submittal** – Sealed bids must be postmarked by the United States Postal Service (USPS) or hand delivered by the date and time designated in the procurement timeline. Any sealed bids post-marked or received after the designated date and time shall be considered late and rejected. Note that postmarks must be by the USPS or the sealed bid will be considered hand-

submissions of the Bid Offer shall not be accepted.

Bid offers 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 shall request in writing nondisclosure of designated proprietary data to be confidential 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 interested bidders to promote understanding of the HPHA's requirements.

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 not 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. Bid opening will commence at 10:15 a.m. HST on Wednesday, April 24, 2013 at the HPHA's Contract and Procurement Office, Bldg. D, 1002 North School Street, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA has received a bid that was misplaced or mishandled through no fault of the interested bidder by the HPHA, the HPHA shall publicly open the bid as soon as possible, contact all interested bidders to inform them of 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 document was not properly opened during the posted bid opening date and time due to the HPHA's failure to properly manage the bid document.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature or samples will not be examined or tested, and will not be deemed to vary any of the provisions of this IFB.

XI. IFB Amendments

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

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the 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 interested bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

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

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

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 purchasing agency or to the fair treatment of other bidders.

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 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 it determined 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 there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or 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 which is submitted in a manner which alters the bid offer form or does not conform to the format and instructions provided shall be determined non-responsive.

XVI. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the highest percentage (%) of all monthly gross receipts for the 60-month period ending June 30, 2018 located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for all properties within each group for the 60-month period to be considered responsive; and
2. In the case of a tie, the bid shall be awarded: 1) to the present Contractor, if it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible; or 2) if there is no present Contractor or if the present Contractor is not a tied bidder, by the flip of a coin or some other random means of selection.

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals 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 of July 1, 2013. 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 starting date.

Responsibility of Bidder is referenced in section 3-122-112, Hawaii Administrative Rules ("HAR"). The Successful Bidder shall produce documents to the procurement officer to demonstrate compliance with this section. The Successful Bidder receiving an award shall be required to enter into a formal written Contract. The general conditions of the Contract are attached and service specifications are included herein. See Attachment 9.

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, Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, Hawaii Revised Statutes; 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; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. 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 T. 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 **subject to the availability of State and/or Federal funds. The HPHA shall retain the authority to cancel an award due to the lack of funds.**

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for services at federal public housing complexes with State funds.

XIX. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the HPHA's Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and corrective action, as necessary.

XX. General and Special Conditions of Contract

The general conditions that will be imposed contractually are included as an attachment. See Attachment 9. The State's general conditions may be found on the SPO website at www.spo.hawaii.gov.

Any necessary special conditions may also be imposed contractually by the HPHA. In the case of a conflict between the special conditions and the general conditions, the special conditions shall apply.

The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon conditions that it is unable to anticipate at this time.

XXI. Cost Principles

The HPHA shall utilize standard cost principles at Chapter 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 law.

XXII. Campaign Contributions by State and County Contractors Prohibited

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

(END OF SECTION)

Section 2

Specifications

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 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 laundry concession services to meet the agency's goal of providing safe, sanitary, and decent housing. The purpose of this IFB is to provide laundry concession services for low income public housing properties under Asset Management Project 43 and Asset Management Project 46 on the Island of Hawaii.

B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing services to all properties within each group during the initial Contract period and all option periods. The properties within each group are as follows:

Group I – Asset Management Project 43	Address	No. of Units
Hale Hookipa (1053)	81-1038 Nani Kupuna Place Kealakekua, HI 96750	32
Nani Olu (1063)	81-1011 Nani Kupuna Place Kealakekua, HI 96750	32
Kealakehe (1070)	74-991 Manawalea Street Kailua-Kona, HI 96740	48
Ka Hale Kahaluu (1061)	78-6725 Makolea Street Kailua-Kona, HI 96740	50
Group II – Asset Management Project 46	Address	No. of Units
Noelani I (1078)	65-1191 Opelo Road Kamuela, HI 96743	19
Noelani II (1071)	65-1191 Opelo Road Kamuela, HI 96743	24
Ke Kumu Ekolu (1097)	68-3385 Ke Kumu Place Waikoloa, HI 96738	20
Ke Kumu Elua (2207)	68-3367 Ke Kumu Place Waikoloa, HI 96738	26
Hale Hauoli (1031)	45-540 Kaniaka Place Honokaa, HI 96727	40

II. General Requirements

A. Specific requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Interested bidders must be in good standing with the Department of Commerce and Consumer Affairs and submit a certificate to the HPHA.

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.

4. 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/a1_1alphalist.html
Tel: (808) 587-7527

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

5. 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.

Alternately, instead of separately applying for these (paper) certificates at the various state/federal agencies, the interested bidder may choose to 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).

6. The Successful Bidder shall maintain insurance acceptable to the HPHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Successful Bidder shall provide the following minimum insurance coverage.

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

employees) to all employees of sub-contractors.

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

- (a) “This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), Property Management and Maintenance Services Branch, 1002 N. School Street, Bldg E, Honolulu, Hawaii 96817.”
- (b) “The State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees are added as additional insured with respect to operations performed for the State of Hawaii and HPHA.”
- (c) “It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

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

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

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder’s liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for

the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The Successful Bidder shall notify the HPHA in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

7. Interested bidders are advised that if awarded a Contract under this solicitation, the Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - Chapter 237, HRS, tax clearance;
 - Chapter 383, HRS, unemployment insurance;
 - Chapter 386, HRS, workers' compensation;
 - Chapter 392, HRS, temporary disability insurance;
 - Chapter 393, HRS, prepaid health care; and
 - One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business").

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

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business" is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

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

8. No performance or payment bond is required.

9. During the performance of this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.
10. The Successful Bidder shall have a permanent office 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. Permanent office location and phone number shall be stated on the bid offer.

B. Single or multiple contracts to be awarded

- Single Multiple Single & Multiple

C. Single or multi-term contracts to be awarded

- Single term (≤ 2 yrs) Multi-term (> 2 yrs.)

Initial term of contract: Sixty months
 Length of each extension: None
 Maximum length of contract: 60 months

The initial period shall commence on the Contract start date. The Contract is being executed for a 60-month period beginning July 1, 2013 and ending June 30, 2018.

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

D. Bid Price

The total bid price shall be the percentage (%) of all monthly gross receipts to be paid by the Successful Bidder to the HPHA for the 60-month period starting June 1, 2013 and ending June 30, 2018 located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for the 60-month period for each property within a group to be considered responsive.

III. SCOPE OF WORK

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. Laundry Concession Services

The Successful Bidder will furnish, install and maintain at its own expense, new washing machines and new dryers equipped with a check meter or similar device, hereafter referred to as “appliances” in such numbers as agreed in this Contract. The Successful Bidder also, as may be mutually agreed upon, provides machines for vending soaps, detergents and bleaches and for changing money. Reference hereafter to appliances shall include reference to such vending and money changing machines. The HPHA shall have the right to determine at any time during the period of this Contract that any of said appliances are surplus to its requirements, whereupon said surplus appliances shall be promptly removed by the Successful Bidder at its expense.

It shall be the Successful Bidders’ responsibility to ensure all appliances are properly maintained, in good working order and condition, including any check meters and attachments, making all necessary repairs and replacement of parts.

Full title to these appliances shall remain with the Successful Bidder. The Successful Bidder assumes the full risk and responsibility for any loss, destruction or damage occurring to these appliances, except when attributed to the HPHA by reason of the negligence of its officers, agents or employees while acting within the scope of their employment.

The Successful Bidder shall coordinate with the Officer-in Charge, if necessary, to make arrangements for all normal utility services, including hot and cold water, gas, and electricity required for the proper operation of the appliances. The HPHA shall pay for all utility charges as noted such gas, electric, and water.

The Successful Bidder shall post a telephone number, address and procedures for obtaining a refund in the event a machine malfunctions in the area where the appliances will be located.

The facility shall be cleaned and maintained daily by the HPHA. The HPHA’s responsibility shall include but not be limited to the following:

- a. Lint catchers – cleaned;
- b. Sweep and wet mop floor (when necessary, caution signs must be set up indicating “WET FLOOR”);
- c. Empty all trash containers;

- d. Wipe all appliances and dust all furniture; and
- e. Clean and sanitize scrub basin.

The Successful Bidder shall maintain and repair the appliances furnished under this Contract. The Successful Bidder shall have an inventory of parts. The Successful Bidder shall post in the laundry facility the name and phone number of a contact person in case of an emergency.

Repairs shall be completed within forty-eight (48) hours after receipt of service call from the Officer-In-Charge. When the Successful Bidder is unable to complete repairs within forty-eight (48) hours because of unavailability of parts, the Successful Bidder shall contact the Officer-In-Charge and advise of the expected completion date. At the discretion of the Officer-In-Charge unacceptable delays will be subject to liquidated damages.

The Officer-In-Charge, however, has the authority to direct the Successful Bidder to install replacement machine(s) under the following conditions:

- a. For any washer or dryer that is down for more than fourteen (14) calendar days;
- b. If more than one (1) washer and/or one (1) dryer is down at a given time;
- c. Any washer or dryer with history of excessive repair calls; or
- d. When directed by the HPHA.

The Successful Bidder assumes complete liability for all taxes applicable to the operation, equipment, income or transaction of the laundry facility.

Upon termination of this Contract, the Successful Bidder shall remove all equipment installed for the purpose of operating under this Contract. The Successful Bidder shall repair any/all damages incurred in the installation or removal of said appliances. Repairs shall be completed within 30 days after receipt of notification by Officer-In-Charge.

The failure of the HPHA to insist, in any one or more instances upon strict performance of any of the covenants or Contracts hereof, shall not be construed as a waiver or a relinquishment of such covenant or Contract in any other insurance, but the same shall continue and remain in full force and effect.

The Successful Bidder covenants that it has not employed any person to solicit or secure this Contract upon any Contract for commission, percentage, brokerage or contingency fee. Breach of this Covenant shall give the HPHA the right to immediately cancel this Contract.

2. Charges to Residents

The Successful Bidder agrees that its charges to tenants at the various properties shall not be in excess of the minimal prevailing rates offered by commercial laundry concession(s) in the surrounding neighborhood for similar appliance capacities, wash cycles and drying cycles. The Successful Bidder also agrees that the cost shall be per load and not on the capacity. These charges/rates, can be adjusted based upon an increase in the prevailing rates by the commercial laundry concession(s) in the surrounding neighborhood during the Contract period by mutual consent of the Successful Bidder and the HPHA. These adjustments must be requested in writing to the Contract Administrator and must be approved by the Contractor Administrator in writing prior to any changes.

Charges/rates for washing and drying and the percentage of all monthly gross receipts are to be stated on the Bid Offer Form.

3. Hours of Operation

Hours of operation shall be set by the Officer-In-Charge. The Successful Offeror shall not be responsible for the operation of the laundry concession.

4. Maintenance, Repairs and Improvements

The Successful Bidder shall maintain and repair the appliances furnished under this Contract. The Successful Bidder shall have an inventory of parts on the island where the laundry concession is located. Repairs shall be completed within forty-eight (48) hours after receipt of service call from the Officer-In-Charge. When the Successful Bidder is unable to complete the repairs within forty-eight (48) hours because of unavailability of parts, the Successful Offeror shall contact and advise the Officer-In-Charge of the expected completion date. At the discretion of the Officer-In-Charge unacceptable delays will be subject to liquidated damages.

The Officer-In-Charge has the authority to direct the Successful Offeror to install replacement machine(s) under the following conditions:

- a. For any washer or dryer that is down for more than fourteen (14) calendar days;
- b. If more than one (1) washer and/or one (1) dryer is down at a given time;
- c. A washer or dryer has a history of repair calls, or
- d. When directed to by the HPHA.

The Successful Bidder shall obtain the prior written approval of the HPHA before making any improvements to the premises. Any such improvement,

before making any improvements to the premises. Any such improvement, including but not limited to buildings, fences, electrical, plumbing, and venting, erected on or moved onto the premises by the Successful Offeror with the prior written approval of the HPHA shall remain the property of the Successful Offeror and the Successful Offeror shall have the right to remove such improvement, prior to the termination of this Contract provided, however, that the premises are restored to the original condition. When the HPHA gives written notice to the Successful Offeror to remove the improvements and no action is taken within thirty (30) days after such notice is issued, the HPHA shall remove the same and charge the cost of removal and storage, if any, to the Successful Offeror.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

- a. The Successful Bidder's employees shall possess and wear ID Tags with company name. A picture ID tag and company shirt are optional. Non-employees of the company are not permitted at work sites during performance of work.
- b. The Successful Bidder shall provide a list of employees who will perform services under this Contract to the HPHA's Contract Administrator and Officer-In-Charge.
- c. The Successful Bidder shall ensure that all personnel employed under this Contract meet the minimum qualifications, including licensing and experience requirements, as appropriate.
- d. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- e. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the Officer-in-Charge. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- f. The Successful Bidder agrees to remove any of its employees from servicing or providing services to HPHA, upon written request by the Officer-in-Charge.

- g. The Successful Bidder shall ensure that no personnel employed under this Contract has ever been convicted of selling, dealing, or using crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA
- h. The Successful Bidder shall inform the Officer-In-Charge of all personnel employed under this Contract who is a registered sex offender.

2. Administrative

- a. The Successful Bidder may be asked to attend quarterly meetings or upon request by the Officer-in-Charge. The day and time is to be specified by the Officer-in-Charge. Field visits will be made, as required.
- b. At the end of every month, the Officer-in-Charge shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected within five (5) working days for payment adjustment purposes.

3. Payment

- a. The Successful Bidder shall pay the HPHA, for the rights and privileges granted to operate a laundry concession, a percentage of all monthly gross receipts derived each calendar day of the calendar month following the calendar month.
- b. All such payments shall be accompanied by a sworn statement or such other evidence, as the HPHA may require, certifying and showing the gross receipts derived each month from the operation of all appliances on premises.
- c. The Successful Bidder may be asked to keep the HPHA informed of the time or times when the receipts are to be collected or removed from the appliances and the HPHA shall have the right to have a representative present at the time of each collection of receipts.
- d. The failure of the Successful Bidder to inform the HPHA of such collection dates and times may be deemed to be a material breach of the Contract.
- e. The Successful Bidder shall submit the monthly collections to:

Hawaii Public Housing Authority
Attn: Property Mgmt. and Maint. Svcs. Branch

1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- f. The Successful Bidder shall coordinate with the Officer-In-Charge if necessary, to make arrangements for all normal utility services, including hot and cold water, gas and electricity required for the proper operation of the appliances. The HPHA shall pay for all utility charges as noted such as gas, electric, and water.

IV. PERFORMANCE MONITORING & REMEDIES

A. Monitoring

1. The performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.
2. The Successful Bidder shall re-execute any work that fails to conform to the requirements of the Contract and shall immediately conform to the requirements of the Contract. Should the Successful Bidder fail to comply, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to directly assess the Successful Bidder.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids, and the Contract which is attached, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services. The HPHA shall deduct from the Successful Bidder the cost of procuring such services and from any moneys due or that may thereafter become due to the Successful Bidder. In case money due to the Successful Bidder is insufficient for that purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Damages

1. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions.
2. The Successful Bidder shall repair all damages caused by the Successful

Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within a reasonable time, 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 the Successful Bidder. In the event money due to the Successful Bidder is insufficient for that purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

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

(END OF SECTION)

Section 3

Forms and Instructions

Section 3 Forms and Instructions

General Instructions for Completing Bid Offer Form

- *Bid offers shall be submitted to the HPHA in the prescribed format outlined in this IFB.*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each item unless indicated otherwise.*
- *Bid documents, and all certifications should be completed with black ink.*

I. Notice of Intent to Offer and Questionnaire

The Notice of Intent to Offer 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 be accepted.

Interested bidders must complete the questionnaire completely, including the notary public affidavit, and at least three references for whom it has performed similar services.

Notice of Intent to Offer and Questionnaire forms are attached to this IFB. See Attachment 1.

II. Bid Offer Form

The bid offer form must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. See Attachment 2. **Electronic mail and facsimile transmissions shall not be accepted.**

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 Bid at page 1. 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 Offer Form on page 1, is unsigned or the affixed signature is a facsimile or a photocopy, the Bid Offer Form shall be automatically rejected.

Interested bidders are required to submit the following certifications with the Bid Offer Form. In lieu of Items 1, 2, 3, below, the interested bidder may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express". Details regarding this online application process can be viewed at <http://vendors.ehawaii.gov/hce/>.

1. Wage Certification;

2. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
3. Department of Commerce and Consumer Affairs, Certificate of Good Standing; and
4. Corporate resolution.

The Bid price shall be the percentage (%) of all monthly gross receipts to be paid by the Successful Bidder to the HPHA for the 60-month period starting July 1, 2013 and ending June 30, 2018 located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for each property with the group for the 60-month period to be considered responsive.

III. 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. See Attachment 9.

(END OF SECTION)

Section 4

Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

Each bid offer will be reviewed for exact conformity of the requirements in the IFB, known as a responsible bid. Information provided in/with the Bid Offer will be used to determine whether the interested bidder has the technical and financial capacity to deliver the goods or services, known as a responsive bid.

II. Method of Award

An Award shall be made by group to the responsible and responsive bidder submitting the highest percentage (%) of all monthly gross receipts to be paid by the Successful Bidder to the HPHA for the 60-month period starting July 1, 2013 and ending June 30, 2018 located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for all properties within each group for the 60-month period to be considered responsive. An interested bidder is not required to submit a bid offer for all groups to be considered for an award.

Pursuant to Chapter 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.

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

(END OF SECTION)

Section 5

Attachments

- | | |
|---|--------------------------|
| 1. Notice of Intent to Offer and Qualifications Questionnaire | Due April 12, 2013 |
| 2. Bid Offer Form | Due April 24, 2013 |
| 3. Sample Contract Based on Competitive Sealed Bid for Goods and Services (6/22/2009) | For Bidder's information |
| 4. Sample Contract – Attachment S1, Scope of Services | For Bidder's information |
| 5. Sample Contract – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 6. Sample Contract – Attachment S3, Time of Performance | For Bidder's information |
| 7. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 8. Sample Contract – Attachment S5, Special Conditions | For Bidder's information |
| 9. General Conditions, State AG-008 Rev. 4/15/2009 | For Bidder's information |

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