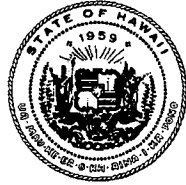


DAVID Y. IGE
GOVERNOR




HAKIM OUANSAFI
EXECUTIVE DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
POST OFFICE BOX 17907
Honolulu, Hawaii 96817

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT
IN REPLY PLEASE REFER TO:
21:CPO/093

March 4, 2021

TO: Interested Parties

FROM: Rick T. Sogawa 
Procurement Officer

SUBJECT: Invitation for Bids No. PMB-2021-09, Addendum No. 1
Furnish New Maintenance Vehicles to the Hawaii Public Housing Authority
on Oahu, Maui, and Hawaii Island

This Addendum No. 1 is to amend the IFB as follows:

1. **Amend** Section 2, subsection II.G.Service Facility, pages 15 – 16, as follows:

G. Service Facility

At the time of ~~proposal~~ bid submittal, the 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 the Offeror does not have a facility on the island where the vehicle will be serviced, the Offeror 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 ~~proposal~~ the bid. The State reserves the right to inspect the Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement may result in rejection of the ~~proposal~~ bid.

2. **Amend** Section 2, subsection II.H.Routine Maintenance, page 16 as follows:

H. Routine Maintenance

Routine maintenance shall be conducted every 3 (three) months or 12,000 miles whichever occurs for the initial 12-month period and up to 48 months of options to extend. No option period is to exceed 12-months.

Preventive maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter, replace spark plugs, check level and refill brake fluid, check brake pads/liners, brake discs/drums and replace if worn out, check level and refill power steering fluid, check level and refill automatic transmission fluid, grease and lubricate components, inspect and replace timing belt or timing chain if needed, check condition of the tires, check for proper operation of all lights, wipers and tire rotation. The HPHA shall bring the vehicles to be serviced to the service facility identified in the Offeror's proposal bid.

3. **Amend** Section 2, subsection III.B.1.a.Type – New Flatbed Truck, page 21 as follows:

- a. **Type – New Flatbed Truck**

- The HPHA intends to purchase a total of five (5) new flatbed bed trucks; for Oahu (3), Maui (1), and Hawaii Island (1). All specifications listed represent a minimum, unless otherwise specified:

4. **Replace** Attachment 2.Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) – Vehicles with Attachment 2a (rev. 3/4/21)

5. **Amend** Attachment 4.Sample Contact – Attachment S2, Compensation and Payment Schedule – Vehicles, item 3, page 1 as follows:

3. State funds shall be subject to appropriation by the State ~~Director of Finance~~ Legislature and allocation by the Governor and/or State ~~Legislature~~ Director of Finance. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period(s) beyond the initial 90-day Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

6. **Amend** Attachment 7.Sample Contract – Attachment S5, Special Conditions – Vehicles, item 5, page 2 as follows:

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the ~~Request for Proposals (RFP) No. HRO-2017-33 Invitation-for-Bids~~ (IFB) No. PMB 2021-09 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may become due the CONTRACTOR. In case money due

to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract, by law and rules.

7. **Replace** Attachment 8. Sample Contract – Attachment S1, Scope of Services – Maintenance with Attachment 8a (rev. 3/4/21).
8. **Amend** Attachment 9. Sample Contact – Attachment S2, Compensation and Payment Schedule – Vehicles, item 3, page 1 as follows:
 3. State funds shall be subject to appropriation by the State ~~Director of Finance~~ Legislature and allocation by the Governor and/or State ~~Legislature~~ Director of Finance. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period(s) beyond the initial 90-day Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

9. **Amend** Attachment 10. Sample Contract – Attachment S3, Time of Performance – Maintenance as follows:

Contractor:

Services: **Furnish Quarterly Routine Maintenance to New Vehicles to the Hawaii Public Housing Authority on Oahu, Kauai, Maui, Molokai and Hawaii Island**

IFB No.: **IFB-2021-09**

10. **Amend** Attachment 12. Sample Contract – Attachment S5, Special Conditions – Vehicles, item 5, page 2 as follows:

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the ~~Request for Proposals (RFP) No. HRO-2017-33 Invitation for Bids~~ (IFB) No. PMB 2021-09 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract, by law and rules.

If you have any questions, please call contact Rick Sogawa, IFB Coordinator at (808) 832-6038. Thank you for your attention to this matter.





STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
between Hawaii Public Housing Authority
State of Hawaii ("STATE"), by its Executive Director
(1002 North School Street, Honolulu, Hawaii 96817)
("CONTRACTOR"), a
under the laws of the State of
and state taxpayer identification numbers are as follows:

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
E. Pursuant to Section 356D-4, HRS, the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1)
or (2)
or both, in the following amounts: State \$
Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2021-09 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ n/a _____ DOLLARS (\$ 0.00 _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ n/a _____ DOLLARS (\$ -0- _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII
SCOPE OF SERVICES

Contractor:

Services: Provide Quarterly Maintenance Services to New Vehicles to the Hawaii Public Housing Authority on Oahu, Maui and Hawaii Island

IFB No.: PMB-2021-09

It is understood and agreed that the following documents, and any amendments or addenda shall comprise the Contract between the parties and the work to be performed by the CONTRACTOR to furnish financial review services provide quarterly maintenance services to new vehicles: (1) Contract for Goods or Services Based Upon Competitive Sealed Proposals Bids, including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions and HUD General Conditions HUD Form 5370-C; (3) Invitation-for-Bids No. PMB-2020-07 3032-09 dated April 2, 2020 March 3, 2021 and all addenda; and (4) CONTRACTOR's accepted proposal bid received _____, 2020. These documents are collectively referred to as the "Contract Documents".

1. Routine Maintenance

The CONTRACTOR shall conduct routine maintenance every three (3) months or 84,000 miles whichever occurs first for the initial 12-month Contract period. Preventive maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter, replace spark plugs, check level and refill brake fluid, check brake pads/liners, brake discs/drums and replace if worn out, check level and refill power steering fluid, check level and refill automatic transmission fluid, grease and lubricate components, inspect and replace timing belt or timing chain if needed, check condition of the tires, check for proper operation of all lights, wipers and tire rotation.

2. Service Facility

The CONTRACTOR 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 located. The service facility shall be as follows:

Table with 2 columns: Island, Location/Phone No. Rows include Oahu, Maui, and Hawaii Island.

a. The State reserves the right to inspect the CONTRACTOR's repair and service shop to determine acceptability under this requirement.



STATE OF HAWAII
SCOPE OF SERVICES

3. Number and Type Vehicle(s)

The CONTRACTOR shall conduct quarterly routine maintenance to the following vehicles as follows:

Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Oahu	1				
	2				
	3				
	4				

Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Maui	1				

Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Hawaii	1				

4. Administrative Requirements

- a. The CONTRACTOR shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person shall be able to respond to the HPHA's inquiries, complaints/ problems within one (1) working day.