Hawaii Public Housing Authority  
State of Hawaii  

IFB PMB-2021-12  

Invitation-for-Bids to Furnish, Deliver and Provide Maintenance Services of a New Vehicle for to the Hawaii Public Housing Authority on Oahu  

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.  

Issued April 1, 2021
Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2021-12

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish, Deliver and Provide Maintenance Services of a New Vehicle to the Hawaii Public Housing Authority on Oahu.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Thursday, April 1, 2021. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 10:00 a.m. Hawaii Standard Time (HST) on Wednesday, April 14, 2021. Public opening of bids will commence at 10:15 a.m. HST on Wednesday, April 14, 2021 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Tele-Conference at 9:00 a.m. HST on Wednesday, April 7, 2021. All interested bidders are strongly encouraged to attend. For those interested in attending, please contact the IFB Coordinator listed below for teleconference information.

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

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director
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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 Hawaii Administrative Rules (HAR). Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process

Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)

Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission

Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office

Section 5 Attachments

III. Contracting Office

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

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039
The designated IFB Coordinator for this solicitation is as follows:

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

Telephone: (808) 832-6038    Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice. The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Ms. Kauai Martinez  
Property Management and Maintenance Services Branch  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817  
Telephone: (808) 832-4688

Any changes to the Contract Administrator or his 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.

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Scheduled Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Notice Announcing IFB</td>
<td>April 1, 2021</td>
</tr>
<tr>
<td>Distribution of Bid Specs/Bid Offer Form</td>
<td>April 1, 2021</td>
</tr>
<tr>
<td>Pre-Bid Tele-Conference</td>
<td>April 7, 2021</td>
</tr>
<tr>
<td>Written Questions Due to the HPHA</td>
<td>April 8, 2021</td>
</tr>
<tr>
<td>Written Responses Due from the HPHA</td>
<td>April 12, 2021</td>
</tr>
<tr>
<td>Bid Submittal Deadline</td>
<td>April 14, 2021; 10:00 a.m. HST</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>April 14, 2021; 10:15 a.m. HST</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>April 2021</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>April 2021 or Upon Issuance of a Notice to Proceed</td>
</tr>
</tbody>
</table>
The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the issuance of a Notice to Proceed.

V. Pre-Bid Tele-Conference

Interested bidders are strongly encouraged to attend the Pre-Bid Tele-Conference scheduled at 9:00 a.m. HST, Wednesday, April 7, 2021. Interested bidders are strongly encouraged to attend. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer. For those interested in attending, please contact the IFB Coordinator for tele-conference information.

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 guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Thursday, April 8, 2021. All written questions will receive a written response from the HPHA. The HPHA’s response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Monday, April 12, 2021.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 1.

B. Bid Submittal. Sealed bids must be hand delivered or mailed to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Wednesday, April 14, 2021. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB, IFB No. PMB-2021-12. Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile may be
automatically rejected.

C. Confidential Information. If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. Note that price is not considered confidential and shall not be withheld.

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection after a Contract has been awarded and executed by all parties.

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST, Wednesday, April 14, 2021 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA received a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.
XI. IFB Amendments

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

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

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

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

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

(1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.

(2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office no later than the established due date and time for receipt of bid offers.
Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB, IFB No. PMB-2021-12.

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

(1) A written notice received by the IFB Coordinator; or

(2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with chapter 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. **Unreasonable in Price**: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly
unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.

2. **Materially unbalanced:** A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions shall be determined non-responsive.

**XIX. Notice of Award**

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form for Group A and/or Group B. See Attachment 1. The bid price shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the Contract; and

2. In the case of a tie, award shall be determined by the flip of a coin or some other random means of selection.

Any Contract awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules or other directives.

For awards totaling $100,000 or more for the furnishing and delivery of the new vehicle requested under this IFB, 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. A formal Contract shall executed for the preventive maintenance services.

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.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

A. A state purchasing agency’s failure to follow procedures established by Chapter 103D, HRS;

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

C. A state purchasing agency’s failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

<table>
<thead>
<tr>
<th>Head of State Contracting Office</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mr. Hakim Ouansafi</td>
<td>Name: Mr. Rick T. Sogawa</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: Procurement Officer</td>
</tr>
<tr>
<td>Mailing Address: P.O. Box 17907</td>
<td>Mailing Address: P.O. Box 17907</td>
</tr>
<tr>
<td>Address: Honolulu, Hawaii 96817</td>
<td>Address: Honolulu, Hawaii 96817</td>
</tr>
<tr>
<td>Business Address: 1002 North School Street</td>
<td>Business Address: 1002 North School Street</td>
</tr>
<tr>
<td>Address: Honolulu, Hawaii 96817</td>
<td>Address: Honolulu, Hawaii 96817</td>
</tr>
</tbody>
</table>

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:
XXI. Availability of Funds

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award due to the lack of available funds.

XXII. Monitoring and Evaluation

The Successful Bidder’s furnishing and delivery of the vehicle 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.

XXIII. General and Special Conditions of Contract

The State General Conditions, AG-008 103D General Conditions are attached for bidder’s information and reference. See Attachment 8. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The Federal General Conditions, Form HUD 5370-C is provided for bidder’s information and reference. See Attachment 9.

The State and Federal General Conditions shall be incorporated into the Contract with the Successful Bidder. In the event of a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 7. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall
be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 11-355, HRS, 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

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under Chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA’s role is to address the housing needs of low income families of Hawaii. The purpose of this IFB is to competitively procure for the HPHA a new mid-size sport utility vehicle for Oahu.

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 non-federal sources.

II. General Requirements

A. Bidder’s 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. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:

a. Chapter 237, HRS, tax clearance;
b. Chapter 383, HRS, unemployment insurance;
c. Chapter 386, HRS, workers' compensation;
d. Chapter 392, HRS, temporary disability insurance;
e. Chapter 393, HRS, prepaid health care; and
f. One of the following:

i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

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

ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

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

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

Bidders may choose to submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

a. Tax Clearance, Form A-16;

b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and

c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

http://vendors.ehawaii.gov/hce/splash/welcome.html

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of $12.00 to the HIC.

C. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder’s officers, employees, agents or subcontractors.

D. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. See Attachment 12 for 2021/2022 Hawaii State Government Observed Holidays. Answering services are not acceptable.
A permanent office location and phone number shall be stated in the Bidder’s bid offer.

E. 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.

F. Product Quality

The 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).

G. Service Facility

At the time of 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 vehicle is 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 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 bid.

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 vehicle to be serviced to the service facility identified in the Offeror’s bid.

I. Bid Security

A bid security deposit is not required for this IFB.

J. Bonds

No performance or payment bond is required.

K. Single or Multiple Contracts to be Awarded

☒ Single ☐ Multiple ☐ Single & Multiple

L. Single or Multi-Term Contracts to be Awarded

☒ Single term (≤ 12 mos) ☐ Multi-term (> 12 mos)

**Mid-Size SUV:**
Initial term of contract: Within Seven (7) Calendar Days upon issuance of the Notice to Proceed

**Maintenance Services:**
Initial term of contract: Up to 12 Months
Length of each extension: Up to 12 Months; may be less than 12 months when it is in the best interest of the State
Maximum length of contract: 60 Months

The initial Contract period shall upon issuance of the Notice to Proceed.

The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or

2. The HPHA determines there is a need to extend the delivery of the vehicle due to circumstances beyond the control of the Contractor or an ongoing need for the maintenance services and has funds to extend services up to 48 months with no single extension period to exceed 12 months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and

3. A Supplemental Contract must be executed prior to expiration of the current Contract; and

4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and

5. The HPHA will be required to obtain the State Department of Human Resource Development’s written approval of the extension prior to execution of a Supplemental Contract; and

6. The Contractor must obtain written approval and a Notice to Proceed by the State with the extension; and

7. The State has determined that the Contractor has satisfactorily provided services over the current Contract term; and

8. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise the option years on the resulting Contract. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.
M. Bid Price

The Total Bid Price shall be the all-inclusive price charged to the HPHA including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs based on the furnishing, delivery and maintenance of: One (1) new mid-size size sports utility vehicle for Oahu.

N. 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. SCOPE OF SERVICES

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

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

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 vehicle 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 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 maintenance vehicle furnished under these specifications shall be delivered within 90 calendar days of the official commencement date on the Notice to Proceed. Vehicle shall be delivered to the following address:

<table>
<thead>
<tr>
<th>Office</th>
<th>Address</th>
<th>Officer-In-Charge</th>
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<tbody>
<tr>
<td>COCC</td>
<td>1002 N. School St Honolulu, HI 96817</td>
<td>Ms. Kaui Martinez Ph: (808) 832-4688</td>
</tr>
</tbody>
</table>

Representatives of both the Successful Bidder and the HPHA 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, the Successful Bidder must contact the State representative listed to coordinate delivery arrangements.

b. The HPHA shall inspect the vehicle 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. The Successful Bidder shall complete delivery within the time allowed by the Contract. If the Successful Bidder fails to deliver within the time allowed, the Liquidated Damages provision shall apply. However, the Successful Bidder will not be held responsible for the delay provided the Successful Bidder 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 HPHA representative.
5. Warranties

a. At minimum, all vehicles provided under the terms of the agreement shall have a minimum extended seven (7) year/84,000 mile, bumper to bumper warranty. Warranty documents (Successful Bidder’s and manufacturer’s) shall be delivered with the vehicles and shall detail manufacturer’s obligations and manufacturer’s and Successful Bidder’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 contact 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 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 procured vehicles; the registration and licensing shall be conducted in the County where the vehicle is delivered.

B. Technical Specifications for Vehicle

1. General Description

a. Type – New Mid Size Sport Utility Vehicle

The HPHA intends to purchase one (1) new mid size sport utility vehicle for Oahu. All specifications/ quantities listed represent a minimum specification, unless otherwise specified:

ii. Model Year: 2021 or newer

iii. Model: Chevy Traverse, Jeep Grand Cherokee, Ford Explorer or similar

iv. Engine: 3.0 Liter
Six (6) Cylinder – V6

The furnished vehicle shall comply with the U.S. Department of Energy’s Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. The furnished vehicle shall be an Alternative Fueled Vehicle (AFV). The furnished vehicle must be designed to operate on one (1) of the following fuels:

• Gas ranging from a maximum of 10% ethanol and 90% gasoline to a 100% gasoline; or
• Dedicated compressed natural gas only (CNG); or
• Bi-Fuel, compressed natural gas or gasoline (CNG2); or
• Total Electric power from rechargeable batteries (Electric); or
• Liquid Natural Gas "bi-fuel" (LNG2); or
• Dedicated liquid propane only (LPG); or
• Bi-Fuel liquid propane gas or Gasoline (LPG2)

v. Transmission: Six (6) Speed Automatic with 4x4 Wheel Drive Capability, All Wheel Capability or similar
vi. Wheelbase: 114 – 125 Inches

vii. Length: 188 Inches

viii. Height: 69 Inches

ix. Steering: Power or Power Assisted

x. Mechanical: Power Four (4) Wheel Disc Brakes with Rear Anti-Lock Brakes
   Front Disc
   Power Rack and Pinion Steering
   Hood Open Assist Mechanisms

xi. Wheels: 16 Inch Radial Tires
   Full Size Spare Tire
   Jack and Wheel Wrench

xii. Suspension: Axles, Springs, and Shock Absorbers Must Meet Manufacturers and Federal GAWR Requirements

xiii. Interior: Five (5) Passenger Seating with Applicable Number of Seat Belt Positions
   Adaptive Cruise Control
   Adjustable Steering Wheel
   Dual Air Conditioning
   AM/FM Radio
   Auxiliary Port
   Keyless Entry
   Power Windows/Door Locks
   Standard Vinyl Upholstery
   Standard Floor Mats
   Vehicle Anti-Theft System

xiv. Safety/Security: Dual Front Air Bags (SRS)
   Safety Belt Pretensioners
   Belt Usage Sensors/Reminders
   Alert Chimes (Rear Parking Aid)
   Side Intrusion Door Beams
   On Board Hands Free Communication System
   Back Up Camera

xv. Exterior: Color: Factory White or Silver (White Preferred)
   Dual Outside Mirrors
Factory Tinted Glass; All Windows
Auto Headlamps
Rear and Brake Lamps
Windshield/Rear Wipers with Variable Speed

xvi. Other:
Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of Delivery
Shop Repair Manual, Owner's Manual; Two (2) Sets or Approved Substitute
Vehicle Safety Inspection Not Less Than 30 Days of Expiration at Time of Delivery
Two (2) Sets of Keys
Seven (7) Year/84,000 Miles Extended Warranty
Quarterly Routine Maintenance

(END OF SECTION)
Section 3
Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

A. Bid offers shall be submitted to the HPHA in the form prescribed in this IFB.

B. No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

C. A written response is required for each line item unless indicated otherwise.

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 1. Electronic mail and facsimile transmissions shall not be accepted.

Interested bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder’s assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as an interested bidder’s assurance that he/she is willing and able to furnish and deliver the new vehicle under these specifications within seven (7) calendar days upon the State’s issuance of a Notice to Proceed. The HPHA shall not consider bid offers from interested bidders who are unable to provide the specified vehicle effective upon the State’s issuance of a Notice to Proceed.

Interested bidders shall submit their bid offer under the bidder’s exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The interested bidder’s authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.
The successful bid shall be the lowest responsive and responsible total bid price. The Total Bid Price shall be the all-inclusive price charged to the HPHA including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs to furnish, deliver and maintain the vehicle.

Interested bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;

B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;

C. Hawaii State Tax Clearance Certificate;

D. Federal Tax Clearance Certificate;

E. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at http://vendors.ehawaii.gov/hce/ and submit the HCE Certificate of Vendor Compliance instead.

II. HUD Forms

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

The Form HUD 5369-B is provided for bidder’s information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 10.

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

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 11.

(END OF SECTION)
Section 4
Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods, shall be known as a “responsible bid.”

II. Method of Award

An award shall be made to the responsible and responsive bidder submitting the lowest Total Bid Price. To be considered a responsive bid and eligible for award, the interested bidder shall complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

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

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<th></th>
<th>Description</th>
<th>Due/Information</th>
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<tbody>
<tr>
<td>1</td>
<td>Bid Offer Form</td>
<td>Due April 14, 2021</td>
</tr>
<tr>
<td>2</td>
<td>Sample Contract Based on Competitive Sealed Bids for Goods and Services</td>
<td>For Bidder’s information</td>
</tr>
<tr>
<td></td>
<td>(6/22/2009) – Maintenance</td>
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<tr>
<td>3</td>
<td>Sample Contract – Attachment S1, Scope of Services – Maintenance</td>
<td>For Bidder’s information</td>
</tr>
<tr>
<td>4</td>
<td>Sample Contract – Attachment S2, Compensation and Payment Schedule -</td>
<td>For Bidder’s information</td>
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<tr>
<td></td>
<td>Maintenance</td>
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<td>5</td>
<td>Sample Contract – Attachment S3, Time of Performance – Maintenance</td>
<td>For Bidder’s information</td>
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<tr>
<td>6</td>
<td>Sample Contract – Attachment S4, Certificate of Exemption from Civil Service</td>
<td>For Bidder’s information</td>
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<td></td>
<td>– Maintenance</td>
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<td>7</td>
<td>Sample Contract – Attachment S5, Special Conditions – Maintenance</td>
<td>For Bidder’s information</td>
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<td>8</td>
<td>General Conditions, AG-008 103D General Conditions – Maintenance</td>
<td>For Bidder’s Information</td>
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<tr>
<td>9</td>
<td>General Conditions, Federal Form HUD 5370-C – Maintenance</td>
<td>For Bidder’s Information</td>
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<tr>
<td>10</td>
<td>Instructions to Offerors, Form HUD 5369-B</td>
<td>For Bidder’s Information</td>
</tr>
<tr>
<td>11</td>
<td>Certification and Representations of Offerors, Form HUD 5369-C</td>
<td>Due April 14, 2021</td>
</tr>
<tr>
<td>12</td>
<td>Hawaii State Government 2021/2022 Holiday Schedule</td>
<td>For Bidder’s Information</td>
</tr>
<tr>
<td>13</td>
<td>Bid Submittal Checklist</td>
<td>For Bidder’s information</td>
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