Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2016-43

Invitation-for-Bids for the Provision of Refrigerators to State and Federal Low Income Public Housing Properties Statewide

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 November 7, 2016

EQUAL HOUSING OPPORTUNITY

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

INVITATION FOR BIDS (IFB) No. PMB-2016-43

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids for the **Provision of Refrigerators to State and Federal Low Income Public Housing Properties Statewide.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Monday, November 7, 2016. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST) on Friday, November 18, 2016. Public opening of bids will commence at 10:15 a.m. HST on Friday, November 18, 2016 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 1:30 p.m. HST on Wednesday, November 9, 2016 at Building A Conference Room 1, 1002 North School Street, Honolulu, Hawaii 96817. All interested bidders are strongly encouraged to attend the Pre-Bid Conference.

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 Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

EQUAL HOUSING OPPORTUNITY

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14.	Certification and Representations of Offerors, Form HUD 5369-C	Due November 18, 2016
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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 Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. 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 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:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6090
Email: tammie.y.wong@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:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4677

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.

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. The Officer-In-Charge for each specified location is designated as follows:

Asset Management Project	Address	Officer-in-Charge
30	99-132 Kohomua Street Aiea, HI 96701	Mary Jane Hall-Ramiro Phone: (808) 483-2550
31	2250 Kalena Drive Honolulu, HI 96819	Joanna Renken Phone: (808) 832-3336

32 33	521 North Kukui Street Honolulu, HI 96817	Cynthia Yoshida Phone: (808) 832-3153
34	1545 Kalakaua Avenue Honolulu, HI 96826	Janice Mizusawa Phone: (808) 973-0193
35	730 Captain Cook Avenue Honolulu, HI 96813	Lori Nakanishi Phone: (808) 586-9739
37	600 Wailoa Street Hilo, HI 96720	Tammy Passmore Phone: (808) 933-0474
38	4726 Malu Road Kapaa, HI 96746	Gary Gaines Phone: (808) 821-4415
39	2015 Holowai Place Wailuku, HI 96793	Mandi Kamalii Phone: (808) 243-5001
40	1475 Linapuni Street Honolulu, HI 96819	Lyrissa Sagawa Phone: (808) 832-6075
MU 42	94-641 Ka'uolu Place Waipahu, HI 96797	Venus Katano Phone: (808) 675-0099
43	78-6725 Makolea Street Kailua-Kona, HI 96740	Paul Sopoaga Phone: (808) 322-1915
44	85-186 McArthur Street Waianae, HI 96792	Lui Faleafine Phone: (808) 697-7171
45	41-1027 Kamau Place Kaneohe, HI 96744	Shareen Dumlao Phone: (808) 233-3766
46	65-1191 Opelo Road Kamuela, HI 96743	Mark Sayers Phone: (808) 887-8130
49	310 North Cane Street Wahiawa, HI 96786	Lisa Esteron Phone: (808) 622-6360
50	2107-A Ahe Street Honolulu, HI 96816	Patrick Mauga Phone: (808) 733-9113

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	Nov. 7, 2016
Distribution of Bid Specs/Bid Offer Form	Nov. 7, 2016
Pre-Bid Conference	Nov. 9, 2016 at 1:30 p.m. HST
Site Inspection Period	Nov. 7, 2016 – Nov. 9, 2016
Written Questions Due to the HPHA	Nov. 9, 2016
Written Responses Due from the HPHA	Nov. 10, 2016
Bid Submittal Deadline	Nov. 18, 2016 at 10:00 a.m. HST
Bid Opening	Nov. 18, 2016 at 10:15 a.m. HST
Notice of Award	November/December 2016
Contract Execution	November/December 2016
Contract Start Date	December 16, 2016 or upon issuance of a Notice to Proceed

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 execution of a Contract.

V. Pre-Bid Conference and Site Inspection

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 1:30 p.m. HST, Wednesday, November 9, 2016 located at the Building A Conference Room 1, 1002 North School Street, Honolulu, Hawaii 96817. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer.

Prior to submittal of the bid, interested bidders may visit the properties to thoroughly familiarize themselves with existing conditions and the nature of work to be performed. Interested bidders may contact the respective Officer-In-Charge to arrange site visit during the site inspection period from Monday, November 7, 2016 up until Wednesday, November 9, 2016. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed at the properties.

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 Wednesday, November 9, 2016. 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 Thursday, November 10, 2016.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and are attached in Section 5 of this IFB. See Attachments 13 and 14.

B. Bid Submittal. Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered 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, Friday, November 18, 2016. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. 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.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2016-43). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

C. Wages and Labor Law Compliance. Prior to entering into a Contract in excess of $25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract,

the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

D. **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, Friday, November 18, 2016 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA receives a bid that is 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.

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) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business 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-2016-43).

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 section 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 may be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible bidder submitting the lowest Grand Total Bid Price in each group on the Bid Offer Form. The Grand Total Bid Price is the sum of Total Bid Prices for the Initial Contract Period, Option Year 1 and Option Year 2. See Attachment 2. The unit bid price shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder is not required to submit a bid for all groups, however, a bidder shall submit a unit bid price for each appliance listed within a group and complete the Bid Offer Form in its entirety to be considered responsive; and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is

responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The 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, orders or other directives.

Services shall not be undertaken by the Successful Bidder until receipt of the HPHA's issuance of the Notice to Proceed. The HPHA shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

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. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The general conditions of the resulting Contract are attached and service specifications are included herein. See Attachments 11 and 12.

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:

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

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

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

Pursuant to section103D-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) business 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) business 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.

Head of State Contracting Office		**Procurement Officer**	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website: http://www.hawaii.gov/spo2/source/.

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 and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for refrigerator appliances with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the HPHA Contract Administrator or their designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

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 11. 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 12.

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 10. 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

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 HPHA seeks to procure refrigerator appliances to meet the agency's goal of providing safe, sanitary, and decent housing.

The purpose of this IFB is to competitively procure refrigerator appliances for State and Federal low income public housing properties known as Asset Management Projects (AMPs) or Management Unit (MU) statewide.

B. Area of Service

The Successful Bidder(s) 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 applicable option periods. See Attachment 3.

C. Funding source and period of availability

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or United States Department of Housing and Urban Development. Funding and period of availability may change upon notice by the State to the HPHA.

It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. A 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.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the State may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the refrigerators using available State and/or Federal funding sources. All additional units purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.

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. 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; <u>and</u>
   f. <u>One</u> 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:

         <u>Hawaii business.</u> 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.

4. Certifications of Eligibility

Bidders shall 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.

5. 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.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

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

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

> "The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawaii and HPHA under this Contract."

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.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Bidder's compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the 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 the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the 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 the 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 the Contract.

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 will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

7. During the performance of the 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.

8. 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 during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 15 for 2016 and 2017 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.

9. Section 3 of the U.S. Housing Act of 1968

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties

to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the Successful Bidder has a collective bargaining agreement or any other understanding, a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 5 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

   By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

   All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

   Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

   No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

   The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

☐ Single ☒ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

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

Initial term of contract:	Up to 6.5 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:	30.5 months

The Initial Contract Period shall commence on December 16, 2016 or upon issuance of a 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 an ongoing need for the services and has funds to extend services up to 24 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 Contractor must obtain written approval and a Notice to Proceed by the State with the extension; and

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

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

The Primary Contract period shall begin on December 16, 2016 or upon issuance of a Notice to Proceed and end on June 30, 2017.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. 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.

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

E. Statutory Requirements of Section 103-55, HRS

Prior to entering into a Contract in excess of $25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to perform wages not less than those increased wages.

F. Bid Price

Bidders shall submit a unit bid price for all refrigerators listed within the applicable geographical location Bid Offer Form, inclusive of unit bid prices for service fees to change to left hand door, removal and disposal of the replaced refrigerator. The unit bid prices shall be the all-inclusive

unit price charged to the HPHA including, without limitation all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

The total bid price for each appliance shall be the sum of the bid prices per unit, inclusive of delivery and installation of new refrigerator, change to left hand door, and removal and disposal of the replaced refrigerator for the Initial Contract Period, Option Year 1 and Option Year 2 at the various HPHA properties grouped by geographical locations on Oahu, Maui, Kauai, East Hawaii, West Hawaii, and Molokai.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for Contract price adjustments due to wage increase during the term of the Contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS. The bidder's price shall include all administrative, personnel and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as Federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall be the responsive and responsible bidder submitting the lowest Grand Total Bid Price within each geographical location. The Grand Total Bid Price is the sum of the Total Bid Prices submitted within each geographical location. Bidders are not required to submit bid prices for all geographical locations but are required to submit bid prices for all line items within a geographical location to be considered responsive and eligible for an award. The Successful Bidder for each geographical location may not necessarily be the same bidder.

G. Contract Price Adjustment

Each bid offered herein shall be firm as submitted and accepted for the Initial Contract period, Option Year 1 and Option Year 2.

A maximum of five percent (5%) or the change of the consumer price index for that period, whichever is lower, shall dictate the allowable escalation in bid price for each item listed in the Bid. To be considered allowable, the price increase must be imposed by the manufacturer and documented in writing. In addition, the HPHA shall grant exceptions upon satisfactory justification such as an increase in freight charges, delivery charges and applicable taxes.

Escalation will also be allowed during any period provided the Successful Bidder's request is due to price increase(s) imposed upon the Successful Bidder by the manufacturer. Accordingly, the Contractor shall furnish appropriate documentation to support his request for price increases.

Within seven (7) days after date of award, the Successful Bidder shall furnish the HPHA Contract and Procurement Office with a copy of their price list which was current at the time of bid opening. The Successful Bidder shall identify their Price List with the bid/contract number and the items awarded by annotating the line item number alongside the appropriate model number. The Successful Bidder is advised to comply with this requirement as their Price List will be part of the contract file and will be the basis upon which any future request(s) for price increase(s) will be based. Failure to submit the Price List in a timely manner will result in rejection of any request for price increase(s) in the future.

III. SCOPE OF WORK

In return for the bid price(s) submitted, the HPHA will purchase all required refrigerator appliances listed herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the appliance is not suitable for the HPHA's purpose.

The quantities solicited in this IFB are estimates and are used for the purpose of calculating the value of the initial Contract to be awarded. See Attachment 4. The HPHA does not guarantee the actual quantities to be purchased under the resulting Contract. For this reason, bidders are urged to bid only on regular stock appliances to avoid inventory hardships that could arise from stocking inventory for the HPHA use only.

A. Management Requirements & Qualifications (Minimum Requirements)

1. Personnel

   a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.

   b. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies, vacation, or changes.

   c. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on the

HPHA property and shall instruct personnel to fully cooperate with the Officer-in-Charge.

d. The Successful Bidder agrees to remove any of his/her employees from servicing or providing services to the HPHA, upon written request by 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 contracted 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.

2. Administrative

a. The Successful Bidder shall be required to attend, at minimum, quarterly meetings or upon request by the Officer-In-Charge. The day and time is to be specified by the Officer-In-Charge. Necessary field visits shall be made.

b. Every four (4) weeks, the Officer-In-Charge and/or Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.

3. Payment

The HPHA shall compensate the Successful Bidder for the provision of appliance services rendered at the accepted bid prices.

All compensation claims shall be subject to the following:

a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period.

Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

b. The Successful Bidder shall submit one (1) original itemized invoice for goods and services rendered on a monthly basis to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge or designee that the Successful Bidder has satisfactorily provided the goods and services specified.

d. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.

e. Payment shall be made on the basis of actual units delivered and installed by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing the specific type of refrigerators, quantities, service locations and dates of delivery for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed, including, without limitation liquidated damages for failure to deliver the appliances within the required timeline.

f. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, not over two months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, link.

B. Minimum and/or Mandatory Requirements

1. Product Identification and Ordering

   a. Bidders must identify the exact brand or manufacturer name, product model, and model number of each appliance offered on the bid submittal. Submit catalog cuts and owner's manuals for each appliance offered and clearly identified as the appliance that is offered for each line item in the bid. Failure to do so shall be sufficient grounds for rejection of bid.

      If any of the required elements of information are missing from the bidders offer, the HPHA will be unable to determine from the information given whether the appliance is acceptable.

   b. All appliances shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all refrigerators according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each refrigerator in an accessible place.

      The appliance shall also bear a permanent record of the manufacturer's name, address, model, and serial number.

2. Product Literature Certifications

   a. Bidder must include with its bid one (1) printed factory literature for each appliance model offered with its bid documents.

   b. The Successful Bidder must provide written instructions for care and operation of each refrigerator. A user's manual covering care and operation instructions must be provided with every appliance installation.

   c. The Successful Bidder shall furnish a Descriptive Parts Book and a Service Manual for each refrigerator model upon the HPHA's request. The number of copies shall be determined

by the HPHA for use at the properties and other HPHA personnel as appropriate.

d. Energy efficiency ratings shall be marked on all applicable documents submitted in the bid offer.

e. Approval Requirements. Include the UL Listing and copy of UL labels in the bid submission. The brochure should include all appliance models offered in the bid annotated by pen indicating the appliance(s) that are included in the bid.

3. Product Quality & Workmanship

a. The refrigerators shall be new, clean, well-made, and free from any defects which may affect appearance or serviceability.

b. Reference to standards, codes, regulations, and specifications shall meet the latest revision in effect as of the issuance date of this Invitation for Bids.

c. The refrigerators offered and furnished shall be of a make and general type which has been manufactured for at least one (1) year and has given satisfactory service.

d. When requested, a sample appliance shall be made available to the HPHA Procurement Officer for examination to verify compliance with the applicable specifications upon request.

e. Welding and brazing shall be complete, uniform and properly fused with no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners shall not break, fracture, strip, or loosen when used and shall be self-locking or have locked washers when used on structural parts subject to vibration.

4. Delivery, Installation & Disposal of Appliances

a. An Order Form with specific instructions shall be issued by the HPHA. Refrigerators shall be delivered and installed by the Successful Bidder. The Successful Bidder shall remove and dispose old refrigerators from the HPHA properties and install the new refrigerators in its place as requested by the

HPHA. Services will be at various HPHA properties statewide, geographical locations include Oahu, Maui, East Hawaii, West Hawaii, Molokai and Kauai. A list of properties by geographical location is attached. See Attachment 3.

b. The Successful Bidder shall coordinate delivery and/or removal with the authorized HPHA representative identified in the order. The Successful Bidder's personnel shall ensure refrigerators are in operating condition upon installation.

c. Deliveries for single orders up to 75 units shall be made within 14 calendar days after receipt of the Order Form for the Island of Oahu properties and within 21 calendar days for the Islands of Maui, Kauai, Hawaii, and Molokai properties. The HPHA will work with the Successful Offeror on an agreed upon delivery timeline for single orders and or multiple orders accumulate to more than 75 units within an agreed upon time period. Deliveries shall be made during normal Hawaii state government business hours, between 7:45 a.m. to 4:30 p.m. HST on weekdays with the exception of State holidays. See Attachment 15.

d. Bidders are advised that elevators are available only in the Oahu elderly properties, the Salt Lake Apartments, and the Kalakaua Homes – Mid Rise. It shall be the Successful Bidder's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).

e. The HPHA shall inspect all refrigerators upon delivery or within 24 hours of installation for defects or problems. Any reports or defects or malfunctions shall be abated, repaired or replaced within 24 hours of notice.

f. The Successful Bidder shall carefully disconnect and remove old refrigerators from the HPHA properties and properly dispose of it in an approved landfill or approved recycler.

g. All damages, including, without limitation floor scratches, gouges, wall and cabinet damage caused by the removal or installation of a refrigerator shall be corrected by the Successful Bidder.

5. Product Ordering & Substitutions

a. The HPHA shall have the right to purchase any quantity of refrigerators at the accepted bid offer prices specified on the

Successful Offeror's Bid Offer Form.

b. Only one (1) make and model shall be offered and furnished for each type/size of refrigerators solicited on the Bid Offer Form and shall be indicated by the bidder on the Bid Offer Form.

Refrigerators of each size delivered to fulfill one order to any property or to a section of a newly constructed property(ies) must be essentially comparable or interchangeable, including without limitation cabinet, evaporator, electrical and wiring items, cold control, thermostat, relay, refrigerating unit, cooling unit, motor and all other parts and components which constitute the complete assembly.

c. If a Successful Bidder is unable to deliver the appliance(s) under the Contract, it shall be the Successful Bidder's responsibility to obtain prior approval from the HPHA to deliver an acceptable substitute. In the event the Successful Bidder needs to substitute products, the HPHA reserves the right to terminate the Contract.

d. If a particular item is discontinued from a manufacturer's line, the request to terminate must be submitted in writing to the HPHA Procurement Officer and shall include a copy of the Successful Bidder's running record of purchases for the discontinued appliance listed by Asset Management Project/Management Unit number, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer not to exceed 10 days from date of receipt of the written request by the HPHA Procurement Officer. The Successful Bidder shall honor all orders placed prior to the effective termination date.

In the event of the termination of an appliance, the HPHA reserves the option to purchase the appliance from another provider for the remainder of the contract period or until the Successful Bidder can secure distribution rights for an acceptable substitute, or rebid the item whichever is in the best interest of the HPHA.

6. Warranties

a. **The warranty period for all refrigerators shall be for a minimum of a 12-month period from date of acceptance.** The date of acceptance shall be designated as the date that

the new refrigerator is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and any other expenses incurred in performing warranty work.

b. During the warranty period, refrigerator repairs shall be completed within 24 hours of notice to the Successful Bidder if notice is provided by 1:00 p.m. HST, Mondays to Fridays, except State holidays. The Successful Bidder shall furnish a loaner appliance if requested by the HPHA to avoid unreasonable interruption of service.

c. The Successful Bidder shall have supplies/parts available to complete the repair of appliances on contract during the warranty period. If an appliance is not repaired within seven (7) business days after initial notification of the problem, the Successful Bidder shall remove the inoperable refrigerator and deliver a new replacement refrigerator. The replacement refrigerator shall be delivered within 14 calendar days for Oahu properties or 21 calendar days for neighbor island destinations.

d. The Successful Bidder shall provide an emergency contact name and telephone number for emergency service calls during after hours, State holidays and weekends. The Successful Bidder shall repair or replace and install parts necessary to make the appliance operative. The Successful Bidder shall furnish a loaner appliance if requested by the HPHA to avoid any unreasonable interruption of service.

e. A refrigerator shall be considered inoperative within the meaning of the preceding paragraph when the interior cabinet temperature rises above 50 degrees Fahrenheit and is maintained at such temperature for six (6) or more consecutive hours after the usual normal adjustments have been made, or other mechanical and electrical trouble affecting normal operations has been corrected.

f. During the warranty period, the Successful Bidder shall ensure all repairs are completed by a certified technician using approved parts in compliance with the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Successful Bidder shall replace the refrigerator at no cost to the HPHA.

7. Technical Specifications. The technical specifications for the refrigerators are provided as follows:

Group A: 15 cu. ft., 18 cu. ft., and 21 cu. ft. Refrigerators
Group B: 18 cu. ft. ADA Compliant Refrigerators

Technical Specifications for Group A
15 cu. ft., 18 cu. ft., and 21 cu. ft. Refrigerators

1. General Description

Refrigerators shall be white or off-white in color and "frost free", Energy Star compliant. All refrigerators shall be furnished with at least: two (2) shelves (2 inside the main compartment and 2 on the door) for the 15 cubic foot refrigerators, with vegetable drawers or crisper trays; and at least three (3) shelves (3 in main compartments and 3 on the door) for the 18 cubic foot and 21 cubic foot refrigerators, with vegetable drawers or crisper trays.

2. Width, Height, Depth, and Size

This IFB is requesting bid prices for refrigerators of approximate size/capacity categories of 15, 18 and 21 cubic foot (cu. ft.) (nominal size). Actual cubic foot dimensions may be plus two (2) cu. ft. for the 15 cu. ft. model(s) and plus three (3) cu. ft. for the 18 and 21 cu. ft. models more than the nominal size specified.

Refrigerator width shall be as follows:

a. 28" or less for the 15 cu. ft. size.
b. 31" or less for the 18 cu. ft. size.
c. 33" or less for the 21 cu. ft. size.

3. Operating Service

a. The refrigerator shall operate on a 115 volt, 60HZ, A.C. electrical system. A 3-wire cord with 3-prong attachment plug shall provide grounding of the refrigerator and shall extend at least five (5) feet, but not more than nine (9) feet beyond the point at which it is attached to the back of the cabinet.

b. Relay shall be of the quality and rating which under normal operating conditions should function properly for at least a one (1) year period and which is consistent with the requirements specified herein and its companion components and parts in the electrical circuit.

c. Motor shall be for operation on 115 volt, plus or minus 10 percent (10%), 60 Hz, single phase, alternating current and shall be capable of starting in ambient temperature of 110 degrees Fahrenheit. on voltage of 90 percent (90%) and 110 percent (110%) of rated voltage. Thermal overload protection of the automatic re-set type shall prevent excess temperature rise of the motor windings.

d. Provide Energy Star ratings as part of the description for the refrigerator(s) offered in the bid.

4. **Applicable Specifications**. Refrigerators shall conform to the following:

a. The refrigerator shall be of a "frost free" design.

b. The temperature control shall be equipped with an off position and contact points or setting positions with a range of degrees in temperature, all of which may be selected by a readily accessible knob marked with temperature settings and mounted on the temperature control shaft.

c. Unit consisting of the compressor, motor and housing shall be of the hermetically sealed type with reciprocating or rotary-type compressor. The compressor shall be equipped with a means of unloading, such as an automatic unloader or capillary tube. The sealed refrigerating system shall be serviceable by complete unit replacement or the replacement of component parts such as motor compressor assembly, evaporator, condenser and heat exchanger.

d. The hermetic compressor unit shall be quiet in operation, free from excessive vibration and entirely automatic in operation.

e. Motor shall be of the type, speed, load and horsepower ratings consistent with the other requirements specified herein.

f. All hardware components and parts shall be of sturdy construction and made of material that is durable and structurally correct for the application. All hardware attachment devices, including without limitation screws, bolts and nuts shall be of material and finish consistent with the material of the components and parts with which it is used with.

g. All hardware shall have a finish which shall remain intact after being subjected to the salt spray test for a period of 25 hours in accordance with ASTM B117. Vinyl covered steel for center section of door handle is acceptable.

h. The finishing of the four (4) compartment door hinges may be the same finish as specified for the out panel of the food compartment door.

i. All hardware shall be securely attached in a substantial manner and to the extent that removal may not be accomplished without the use of tools.

j. All electrical components and parts, including without limitation controls, lamp sockets, relay, switches, thermostat, wiring harness, cables and leads, and related accessories shall be located and mounted in a manner that replacement can be readily accomplished. No electrical assembly or harness shall be constructed to require the replacement of the complete

assembly or harness when a component/part of the assembly or harness becomes defective or inoperative. Individual components/parts of all assemblies and harness shall be available for replacement purposes.

k. Exterior doors shall swing open to the right or left as specified by the HPHA. Each door shall be equipped with a magnetic gasket.

l. Interior liners of food storage compartments shall be plastic or porcelain enamel on steel.

m. Interior light switch shall be automatically operated by opening of the door.

n. The refrigerators shall include a minimum of two (2) adjustable leg levelers and be free standing.

o. The freezer section of the refrigerator shall be furnished with a minimum of one (1) shelf or rack that divides the freezer into two (2) compartments.

p. Each refrigerator shall include one (1) or more vegetable drawers or crisper trays occupying the full width of the food compartment and shall be readily removable and constructed of steel finished with porcelain enamel, anodized aluminum, durable plastic, durable glass, or non-corrosive metal.

5. Testing Requirements

a. Plastic compartment liners and plastic door liners when assembled to outer doors shall not show any cracks or crazing when tested under Environment Cracking Resistance Test specified in ANSI/AHAM HRF-1.

b. Single-piece liners eliminate the need for breaker strips. If impact testing is desired, it should be done as specified in ANSI/AHAM HRF-1, paragraph 10.6.

Copies of ANSI/AHAM HRF-1- 2008 (Revision of ANSI 1338.1-1970) are available from Association of Home Appliance Manufacturers, 1111 19th St. NW, Suite 402, Washington, D.C., 20036.

Technical Specifications for Group B
18 cu. ft. ADA COMPLIANT REFRIGERATOR

1. General Description

ADA compliant refrigerators shall be white or off-white in color, "frost free," and Energy Star compliant. ADA compliant refrigerators shall be furnished with at least three (3) shelves (3 inside the main compartment and 3 on the door), with vegetable drawers or crisper trays.

2. Width, Height, Depth, and Size

The ADA compliant refrigerators shall be in the approximate size/capacity category of 18 cu. ft. (nominal size). Actual cubic feet dimensions may be plus three (3) cu. ft. more than the nominal size specified.

The ADA compliant refrigerator dimension requirements shall be as follows:

a. Height to Mid-Freezer is 54 inches or less
b. Width is 31 inches or less

3. Operating Service

a. The refrigerator shall operate on a 115 volt, 60HZ, A.C. electrical system. A 3-wire cord with 3-prong attachment plug shall provide grounding of the refrigerator and shall extend at least five (5) feet, but not more than nine (9) feet beyond the point at which it is attached to the back of the cabinet.

b. The relay, inclusive of its components and parts in the electrical circuit, shall be of the quality and rating which under normal operating conditions should function properly for at least a one (1) year period and is consistent with the requirements specified herein.

c. Motor shall operate on 115 volt, plus or minus 10 percent (10%), 60 Hz, single phase, alternating current, capable of starting in ambient temperature of 110 degrees Fahrenheit on voltage of 90 percent (90%) and 110 percent (110%) of rated voltage and shall include automatic re-set for thermal overload protection to prevent excess temperature rise of the motor windings.

d. Provide Energy Star ratings as part of the description for the refrigerator offered in the bid.

4. Applicable Specifications.

The ADA compliant refrigerator shall conform to the following:

a. The refrigerator shall be of a "frost free" design.

b. The temperature control shall be equipped with an off position and contact points or setting positions with a range of degrees in temperature, all of which may be selected by a readily accessible knob marked with temperature settings and mounted on the temperature control shaft.

c. Unit shall consist of rotary-type compressor or with compressor, motor and housing hermetically sealed with reciprocate. The compressor shall be equipped with a means of unloading, such as an automatic unloader or capillary tube. The sealed refrigerating system shall be serviceable by complete unit replacement or the replacement of component parts such as motor compressor assembly, evaporator, condenser, and heat exchanger.

d. The hermetic compressor unit shall be quiet in operation, free from excessive vibration and entirely automatic in operation.

e. Motor shall be of the type, speed, load and horsepower ratings consistent with the other requirements specified herein.

f. All hardware components and parts shall be of sturdy construction and made of material that is durable and structurally correct for the application. All hardware attachment devices including, without limitation screws, bolts and nuts shall be of material and finish consistent with the material of the components and parts with which it is used with.

g. All hardware shall have a finish which shall remain intact after being subjected to the salt spray test for a period of twenty-five (25) hours in accordance with ASTM B117. Vinyl covered steel for center section of door handle is acceptable.

h. The Successful Bidder may exercise the option of finishing the four (4) compartment door hinges the same finish as specified for the out panel of the food compartment door.

i. All hardware shall be securely attached in a substantial manner and to the extent that removal may not be accomplished without the use of tools.

j. All electrical components and parts, including without limitation controls, lamp sockets, relay, switches, thermostat, wiring harness, cables and leads, and related accessories shall be located and mounted in a manner that replacement can be readily accomplished. No electrical assembly or

harness shall be constructed to require the replacement of the complete assembly or harness when a component/part of the assembly or harness becomes defective or inoperative. Individual components/parts of all assemblies and harness shall be available for replacement purposes.

k. Exterior doors shall swing open to the right or left as specified by the HPHA. Each door shall be equipped with a magnetic gasket.

l. Interior liners of food storage compartments shall be plastic or porcelain enamel on steel.

m. Interior light switch shall be automatically operated by opening of the door.

n. The refrigerators shall include a minimum of two (2) adjustable leg levelers and be free standing.

o. The freezer section of the refrigerator shall be furnished with a minimum of one (1) shelf or rack that divides the freezer into two (2) compartments.

p. Each refrigerator shall include one (1) or more vegetable drawers or crisper trays occupying the full width of the food compartment and shall be readily removable and constructed of steel finished with porcelain enamel, anodized aluminum or durable plastic, durable glass, or non-corrosive metal.

q. All operable parts/controls, including temperature controls found inside the refrigerator, shall be operable with one hand and not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be five (5) pounds maximum.

r. All operable parts/controls, including controls found inside the refrigerator, shall have high forward or side reach of 48 inches or 1220 mm maximum and low forward or side reach of 15 inches or 380 mm minimum from the bottom of the refrigerator.

s. At least 50 percent of the freezer space shall be 54 inches or 1370 mm maximum above the bottom of the refrigerator.

5. Testing Requirements

a. Plastic compartment liners and plastic door liners when assembled to outer doors shall not show any cracks or crazing when tested under Environment Cracking Resistance Test specified in ANSI/AHAM HRF-1.

b. Single-piece liners eliminate the need for breaker strips. If impact testing is desired, it should be done as specified in ANSI/AHAM HRF-1, paragraph 10.6.

Copies of ANSI/AHAM HRF-1- 2008 (Revision of ANSI 1338.1-1970) are available from Association of Home Appliance Manufacturers, 1111 19th St. NW, Suite 402, Washington, D.C., 20036.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this 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.

4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquidated damages is fixed at the sum of FIFTY and 00/100 DOLLARS ($50.00) for each appliance per calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The HPHA reserves the right to apply liquidated damages for delay in Contract execution on the part of the Successful Bidder.

3. 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 an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

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

(END OF SECTION)

Section 3
Bid Offer Form and Instructions

Section 3
Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

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

Note: Bid offers submitted using re-created forms or other forms may be rejected and deemed non-responsive.

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.*

Reference Bid Submittal Checklist. See Attachment 16.

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 2. **Email and facsimile transmissions shall not be accepted.**

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 a bidder's assurance that he/she is willing and able to begin services effective December 16, 2016, or upon the State's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

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 fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The 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 unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid for each group/geographical location shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all bid prices for the Initial Contract Period, Option Year 1, and Option Year 2. Bidders are not required to submit bid prices for all geographical locations but are required to submit bid prices for all line items within a geographical location to be considered responsive and eligible for an award for the specific geographical location. The Successful Bidder for each geographical location may not necessarily be the same bidder.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

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. Wage Certificate;

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

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

H. Documents specific to the appliances offered (i.e. catalog cut, owner's manual, factory literature, UL listing, UL label, etc.).

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 13.

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 14.

(END OF SECTION)

Section 4
Bid Evaluation & Award

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 or services shall be known as a "responsible bid."

II. Method of Award

An award shall be made for each group/geographical location to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the Total Bid Prices submitted for the Initial Contract Period, Option Year 1 and Option Year 2. To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed within a group/geographical location, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. A bidder is not required to submit a bid for all groups/geographical locations.

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

Section 5
Attachments

1.	Wage Certificate	Due November 18, 2016
2.	Bid Offer Form	Due November 18, 2016
3.	List of Properties by Geographical Location	For Bidder's Information
4.	Estimated Quantities for the Initial Contract Period	For Bidder's Information
5.	Sample Contract Based on Competitive Sealed Bids for Goods and Services	For Bidder's Information
6.	Sample Contract – Attachment S1, Scope of Services	For Bidder's Information
7.	Sample Contract – Attachment S2, Compensation and Payment Schedule	For Bidder's Information
8.	Sample Contract – Attachment S3, Time of Performance	For Bidder's Information
9.	Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's Information
10.	Sample Contract – Attachment S5, Special Conditions	For Bidder's Information
11.	State General Conditions, AG-008 103D General Conditions	For Bidder's Information
12.	General Conditions, Federal Form HUD 5370-C	For Bidder's Information
13.	Instructions to Offerors, form HUD 5369-B	For Bidder's Information
14.	Certification and Representations of Offerors, Form HUD 5369-C	Due November 18, 2016
15.	2016-2017 Hawaii State Government Observed Holidays	For Bidder's Information
16.	Bid Submittal Checklist	For Bidder's Information