



State of Hawai‘i

INVITATION FOR BIDS
IFB NO. OPS 2024-011

TRUCK/SUV PURCHASE FOR OHA FLEET

ISSUED DATE: May 1, 2024

DUE DATE: May 17, 2024 at 2:00 p.m. HST

The Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Note: If this Invitation for Bids (IFB) was downloaded from the Office of Hawaiian Affairs (OHA) 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 and email the form to the IFB Coordinator. The OHA 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.

NOTICE TO BIDDERS
(Chapter 103D, Hawai‘i Revised Statutes)

INVITATION FOR BIDS (IFB) No. OPS 2024-011

TRUCK/SUV PURCHASE FOR OHA FLEET

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting sealed bids to purchase one (1) Truck and one (1) Sport Utility Vehicle (hereinafter “SUV”) including their trade-ins per the specifications below.

The Invitation for Bid (hereinafter “IFB”), Specifications, and Bid Offer Form will be available to download from the State Procurement Office (hereinafter “SPO”) website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations beginning May 1, 2024.

Site Inspection

All Offerors are strongly encouraged to attend the site inspection on Wednesday, May 8, 2024, at 2:00 p.m. to view the trade-in vehicle, HST. Please RSVP to Karina at karinam@oha.org if you will be attending the site inspection by Tuesday, May 7, 2024. All interested parties shall meet at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817.

Bid Deadline

Sealed bids must be received via HIEPRO not later than 2:00 p.m. Hawai‘i Standard Time (hereinafter “HST”), Friday May 17, 2024.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the OHA. Please contact Karina Macklin, IFB Coordinator, at karinam@oha.org if you have any questions.

OFFICE OF HAWAIIAN AFFAIRS
Stacy K. Ferreira
Ka Pouhana, Chief Executive Officer

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SECTION 1

ADMINISTRATIVE OVERVIEW

AUTHORITY

This Invitation-For-Bids (hereinafter “IFB”) is issued under the provisions of Chapter 103D, Hawai‘i Revised Statutes (hereinafter “HRS”) as amended, and its related Hawai‘i Administrative Rules (hereinafter “HAR”), as amended. 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.

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 applicable deliverables.

- 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 OHA Procurement Services Program.

- Section 5 Attachments

CONTRACTING OFFICE

The Procurement Unit is responsible for overseeing the procurement process and issuing the Contract resulting from this IFB. For the purpose of this solicitation, the IFB Coordinator is listed as:

Karina Macklin
Procurement Services Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Telephone: (808) 594-1833
Email: karinam@oha.org

The OHA reserves the right to change the IFB Coordinator without notice.

The Office of Operations department shall be responsible for coordinating and monitoring the services performed under the Contract is Office of Operations. The designated Contract Administrator for this solicitation is:

Holly Yamachika
Office of Operations
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 594-1906
Email: hollyy@oha.org

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

PROCUREMENT TIMELINE

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	May 1, 2024
Posting of Bid Specs/Bid Offer Form	May 1, 2024
Site Inspection Period	May 8, 2024
Written Questions Due to the OHA	May 9, 2024
Written Responses Due from the OHA	May 13, 2024
Bid Submittal Deadline	May 17, 2024, 2:00 p.m. HST
Bid Opening via HlePRO	May 17, 2024, 2:00 p.m. HST
Notice of Award	May 2024
Contract Start Date	June 2024

The OHA 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.

SITE INSPECTION

All Offerors are strongly encouraged to attend the site inspection on Wednesday, May 8, 2024, at 2:00 p.m. to view the trade-in vehicle, HST. Please RSVP to Karina at karinam@oha.org if you will be attending the site inspection by Tuesday, May 7, 2024. All interested parties shall meet at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817. Site inspection is not mandatory.

SUBMISSION OF QUESTIONS

Interested bidders may submit written questions to the IFB Coordinator. The deadline for submission of written questions is Thursday, May 9, 2024. All written questions will receive a written response from the OHA. The OHA's response to written questions shall be issued in an addendum and available on HIEPRO on Monday, May 13, 2024.

SUBMISSION OF SEALED BIDS

A. Forms/Formats

The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 1, Bid Offer Form. The Bid Offer Form and Wage Certificate shall be completed and submitted with your bid. The Bid Offer Form and Wage Certificate are available for download from the SPO HIEPRO website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations.

B. Bid Submittal

The Bid Offer Form and Wage Certificate shall be downloaded from the HIEPRO website and completed. **Submittal of the bid shall be through the HIEPRO website by uploading the required forms by the designated date and time.** Any bids received not through the HIEPRO website by the designated date and time shall be rejected. Hand-delivery, mail, electronic mail, and facsimile transmission of the Bid Offer Form and/or Wage Certificate shall not be accepted. 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 that it's compliant with section 103-55, HRS, Wages, hours, and working conditions of employees of the Contractor 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 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 Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages.

Interested 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 2: Wage Certificate.

The Successful Bidder shall be obligated to notify their employees performing work under the Contract regarding the provisions of section 1055, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice in 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 section 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.**

DISCUSSION WITH INTERESTED BIDDERS PRIOR TO BID SUBMISSION

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

ADDITIONAL MATERIAL 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.

IFB AMENDMENTS

The OHA 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 OHA using the IFB Registration Form will be notified of all amendments through HIePRO and the OHA.org/solicitations page.

CANCELLATION OF THE INVITATION FOR BIDS

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

COSTS OF BID PREPARATIONS

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 OHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

MODIFICATION OF BIDS

Bids submitted may be modified in HIEPRO prior to the established due date and time in accordance with section 3-122-16.07, HAR.

WITHDRAWAL OF BIDS

Bids submitted may be withdrawn in HIEPRO prior to the established due date and time in accordance with section 3-122-16.07, HAR.

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, withdrawn, or waived by the OHA to the extent that it is not contrary to the best interest of the OHA or the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR.

REJECTION OF BIDS

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in the 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 submission 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 OHA 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 material 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 the IFB or does not conform to the bid submission instructions may be determined non-responsive.

The OHA reserves the right to reject bid offers in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

NOTICE OF AWARD

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible Bidder submitting the best value bid indicated on the Bid Offer Forms.

In the case of a tie, an award shall be determined by the flip of a coin or some other random means of selection in accordance with HAR 3-122-34.

The Contract awarded resulting from this solicitation is subject to the approval of the OHA Corporate Counsel and other approval as required by the statutes, regulations, rules, orders, or other directives.

No work shall be undertaken by the Successful Bidder prior to the Contract start date. The OHA 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 start of the Contract.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the IFB Coordinator 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 OHA. The General Conditions of the resulting Contract are attached, and service specifications are included herein. See Exhibit 1: OHA General Terms & Conditions.

PROTESTS

Pursuant to sections 103D-701, HRS, as amended, and 3-126-4 HAR, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. 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; or
3. A state purchasing agency’s failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

The Notice of Protest shall be emailed to karinam@oha.org and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

Provided that a protest based upon the content of the solicitation will be submitted in writing prior to the date set for receipt of offers, a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. Deliveries from other than USPS will be considered hand deliveries and considered submitted on the date of actual receipt by the OHA. Any notice of award letter(s), resulting from this solicitation will be posted on the Procurement Reporting System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/opportunities> and the OHA website at www.oha.org/solicitations.

OHA-Head of the Purchasing Agency	Procurement Officer
Name: Stacy K. Ferreira	Name: Chris Stanley
Title: Ka Pouhana, Chief Executive Officer	Title: Pou Kāko‘o Ho‘oki‘iki‘i, Procurement Manager
Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817	Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817
E-mail Address: stacyf@oha.org	E-mail Address: chriss@oha.org

AVAILABILITY OF FUNDS

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the OHA and subject to the availability of funds. The OHA shall retain the authority to cancel and award and/or not exercise the option periods due to the lack of available funds.

MONITORING AND EVALUATION

The Successful Bidder’s performance of the Contract will be monitored and evaluated by the OHA Contract Administrator or their designated representative(s). The OHA shall provide the Successful Bidder with a copy of a monitoring report for their information and to take corrective action as appropriate.

Failure to comply with material terms of the Contract may 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 OHA. 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 OHA.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The OHA General Terms & Conditions are attached for bidder's information and reference. See Exhibit 1: OHA General Terms & Conditions.

The OHA may impose contractually any necessary special conditions deemed necessary.

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

COST PRINCIPLES

The OHA shall utilize 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 State laws.

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

INTRODUCTION

A. Purpose or need

In 1978, a State of Hawai‘i Constitutional Convention created the OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocates for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The purpose of this IFB is to competitively procure the purchase of one (1) truck and one (1) SUV.

B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of servicing the Office of Hawaiian Affairs office located in Honolulu on the island of Oahu.

Location : Office of Hawaiian Affairs
560 North Nimitz Hwy, Ste. 200
Honolulu, HI 96817

C. Funding source period of availability

Funds are subject to appropriation by the OHA. Funding and period of availability may change upon notice by the OHA.

It is understood that no award shall be binding unless the OHA indicates there is an available and 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 appropriation or special funds revenues.

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

GENERAL REQUIREMENTS

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS Cost Principle for Purchases of Goods and Services.
2. The Successful Bidder must have no outstanding balances owing to the OHA. Exceptions may be granted by the Chief Executive Officer of the OHA for debts recently acquired and for debts which have a repayment plan approved by the Chief Executive Officer of the OHA.

3. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawai‘i, the OHA, 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.

4. Insurance Requirements

Within fifteen (15) days after award of 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:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability Insurance (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 products and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence
Umbrella Liability	\$2,000,000 aggregate
Automobile Insurance covering all owned, non-owned, and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
Workers Compensation (as required by laws of the State of Hawai‘i)	Insurance shall include Employer’s Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

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 Hawai‘i, the Office of Hawaiian Affairs, 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 Hawai‘i and the OHA under this Contract.”

To satisfy the minimum coverage limit 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 Worker Compensation) provided that the OHA 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 to the OHA, valid certificate(s) of insurance necessary to satisfy the OHA of the Successful Bidder’s compliance with the

insurance provision of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of the Contract.

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

Upon request by the OHA, 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 OHA shall be entitled to exercise any or all the remedies provided in the Contract for such default of the Successful Bidder.

5. The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The OHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the OHA shall apply in excess of and shall not contribute to any insurance provided by the Successful Bidder.

The Successful Bidder will immediately provide written notice to the procurement services program 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.

6. 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 action shall include without limitations 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.

7. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business and will be accessible in person or via telephone during normal Hawai'i State government and the OHA business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Exhibit 2: for 2024-2025 Hawai'i State Holidays Observed Holidays. Answering services are not

acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

8. No performance or payment bond is required.
9. 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 OHA in accordance with the laws, rules and regulations of the State of Hawai'i. 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 services requirement 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 OHA. The Successful Bidder's bid shall be incorporated into the resulting Contract by reference.

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

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the OHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligation and liabilities under the Contract with the OHA. 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 OHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in Corporate Resolution.

4. Laws, Rules, Ordinances, and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations, and standard specification 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 months) Multi-term (> 2 years)

Initial term of Contract: 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 OHA)

Maximum length of Contract: 24 months

THE FOLLOWING CONDITIONS MUST BE MET FOR AN EXTENSION:

1. The Contractor could not deliver good(s) in the initial 12- month contract term due to the vehicle(s) on back order or any other unforeseen delays.
2. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
3. The OHA determines there is an ongoing need for the services and has funds to extend services up to twenty-four (24) months with no single extension period to exceed twelve (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 increase; and
4. A Supplemental Contract must be executed prior to expiration of the primary Contract; and
5. The Contractor must obtain the OHA approval in writing and a notice to proceed with the extension; and
6. The OHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. The necessary OHA funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the OHA. The Contract shall be extended at the same or lower rates as proposed in the original bid, unless price adjustments are provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall be responsible for the State of Hawai'i general excise tax and all other applicable taxes.

E. Statutory Requirement of section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an interested 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, certify 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 2: Wage Certificate.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages no less than wages paid to public officer and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar during the Contract period, the Successful Bidder will be obligated to pay wages not less than those increased wages.

F. Bid Price

The bid price shall be the all-inclusive unit cost to the OHA, including without limitation, security, administrative and supervisor personnel costs, benefits, equipment and equipment maintenance, applicable taxes, and all other necessary costs to provide the services specified in the IFB. Other costs may include, without limitation, costs for benefits required by law that are automatically increased as a result of increase wages, including without limitation, federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health insurance.

The unit bid price shall be applicable to procure the purchase of a vehicle provided during business hours. The OHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

Bidders should account for any published wage increase in the bid price. The OHA shall not approve requests for contract adjustment 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.

SCOPE OF WORK

The Office of Hawaiian Affairs (OHA) seeks to purchase two (2) new vehicles as detailed in the specifications herein to replace the current fleet vehicle, a 2009 Nissan Versa and 2007 Ford F150. The Nissan shall be used as a trade in towards the requested said truck and the Ford shall be traded in towards the SUV. The unit shall be delivered to the OHA, Honolulu, HI office at 560 North Nimitz Hwy Suite #200, Honolulu, Hawai'i 96817. The services shall include, but may not be limited to, the following:

A. OHA seeks to purchase one (1) new full-size truck. This unit should be priced as new, fully assembled:

1. Year: 2024

2. Make/Model:

Chevy Silverado 1500 Crew Cab (V8) (5.3L) (355HP),

RAM 1500 Big Horn Crew Cab (V8) (5.7L) (395HP),

Ford F-150 XLT Supercab (V6) (2.7L) (325HP),

Toyota Tundra Double Cab SR (V6) (3.4L) (348HP),

(Or Equal)

3. Wheelbase: Approx. 147.45” minimum -147.50” maximum

4. Engine: Gas Powered, Diesel or Hybrid/Gas combination (Not Plug In)

5. Transmission: Automatic

6. Drive: Four-wheel drive (4x4)

7. Steering: Power or power assisted

8. Brakes: Power or power assist, Front Disc/Rear Disc/drum

9. Wheels: Minimum 17-inch Radial Tires, Alloy/Steel/Aluminum Rims, Full Spare Tire, Jack and Wheel Wrench

10. Interior: 4-passenger seating capacity (4 seat belt positions), Air conditioning, dual (front/rear vents), AM/FM Stereo, Blue Tooth Capability, Rear View or Back Up Camera Including Alarm, Lane Assist, USB Ports, Cruise Control, Dual Front Air Bags (SRS) at minimum, Tire Pressure Monitoring System with Tire Fill Alert, Automatic

Emergency Braking System, Standard Vinyl or Cloth upholstery, Power windows/door locks, Factory tinted windows, Split Bench Front Seat with under-seat storage, Fold-down rear seats, Keyless Entry

11. Exterior Color: White- Preferred, Silver-Second Preferred (Quote with Lead Time if White is Unavailable), Four (4) doors including double cab doors, Power Outside Mirrors, Side Body Moldings, Spare Tire Carrier Lock,
 12. Bed Box Dimensions: Length; 72"-78" (full-size)
 13. Person Capacity: Four (4)
 14. Cab Type: Extended for Additional Passengers
 15. Accessories: Retractable Truck Bed Cover With Lock, Tow Hitch, Truck Bed Liner (Spray-On or Equivalent)
 16. Terrain Surface Type: Paved Road (concrete, asphalt); off-road capable (dirt, gravel)
 17. Other Requirements: Includes Operator's manual, Odometer reading shall not exceed 100 miles at the time of delivery, Able to legally operate on O'ahu's roadways and freeways, Includes two (2) sets of keys/FOBS, Vehicle safety inspection shall be current within sixty (60) days of expiration at the time of delivery, Equipped with power windows and locks, Includes hands free/Bluetooth capability, Includes pre-collision safety system or equivalent, Includes 4-wheel anti-Lock Braking System, Includes all-weather floor mats (front and rear)
 18. Warranty: 36 months minimum/36,000 miles of Bumper-to-Bumper Coverage minimum, Corrosion Limited Warranty: 36 months minimum/ 36,000 miles (Rust-Through), Powertrain/Train Limited Warranty: 5 years/ 60,000 miles, 1 Scheduled Maintenance Visit within 1 Year of Purchase/12,000 miles.
 19. Options: Navigation System
 20. Delivery Date: ASAP
 21. Quotes must include the following:
 - a. Closing costs, licensing fees and destination charges, all costs/fees related to this purchase, any other pertinent terms and conditions, proper transferring of civilian license plate to new state license plates, the trade in value of the Nissan including its removal from OHA premises.
- B. OHA seeks to purchase one (1) new SUV. This unit should be priced as new, fully assembled:

1. Year: 2024
2. Model: RAV4, CR-V, Telluride, Pathfinder, or equal
3. Wheelbase: 96.8” minimum – 130” maximum
4. Engine: Gas Powered/Hybrid battery
5. Transmission: Automatic
6. Drive: Four-Wheel Drive (4x4)
7. Steering: Power or power assisted
8. Brakes: Power or power assist, Front Disc/Rear Disc/drum
9. Wheels: 16-inch Radial tires minimum, Full or space saver spare tire
10. Interior: Minimum 5-passenger seating capacity (5 seat belt positions), Air condition, dual (front/rear vents), AM/FM radio, Dual Front Air Bags (SRS), Standard Vinyl or cloth upholstery, Power windows/door locks, Factory tinted windows, Fold-down rear seats
11. Exterior: Color: Prefer Factory White or Silver, 4 doors plus back hatch, Power outside mirrors
12. Other: Operator’s manual, Mileage shall not exceed 100 miles at the time of delivery. Able to legally operate on Oahu’s Freeways, Two (2) sets of keys/FOBS, Vehicle safety inspection not less than 60 days of expiration at the time of deliver, Power windows and locks, Hands free/Bluetooth capable, Pre-collision safety system or similar, 4-wheel anti-Lock Braking System, All-weather Floor Mats (Front & Rear)
13. Warranty: 3-yr/36,000 miles and/or 5-yr/60,000 miles, Hybrid battery: 5-yr/60,000 miles
14. Options: Wireless Charging, Navigation System, Floor Mats
15. Delivery Date: ASAP
16. Quotes must include the following:
 - Closing costs, licensing fees, proper transferring of civilian license plate to new state license plates and destination charges
 - Trade in of 2007 Ford F150 and removal from OHA premises.
 - Any other fees and costs related to this purchase.
 - Any other pertinent terms and conditions

CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the OHA 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 OHA may request a written corrective action plan that shall include the corrective actions to be taken and a timeline for implementation of the corrective action plan. The OHA 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 OHA reserves the right to purchase in the open market, a corresponding quantity of services and deduct from the Successful Bidder the cost from monies due or that may thereafter become due to the Successful Bidder. In the event that monies due to the Successful Bidder are insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize 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. The OHA reserves the right to apply liquidated damages or delay in Contract execution on the part of the Successful Bidder.
2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, including without limitation: water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair 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 OHA

C. Termination

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

SECTION 3

BID OFFER FORM AND INSTRUCTIONS

General Instructions for Completing the Bid Offer Form

- A. *Bid offers shall be submitted to the OHA using the form prescribed in this IFB; do not alter the Bid Offer Form as provided in this IFB.*
- B. *Note: Bid offers submitted using a re-created form, altered Bid Offer Form, or other forms may be rejected and deemed non-responsive.*
- C. *Bidders shall complete the Seal Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*
- D. *No supplemental literature, brochures, or other unsolicited information should be included in the bid packet.*

See Exhibit 3: Bid Submittal Checklist

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. See Attachment 1: Bid Offer Form.

Bidders are responsible to carefully review the Specifications, General Conditions, and Special Conditions. 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 OHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions, and Special Conditions. Bid Offers that are conditional upon changes or exceptions shall be automatically rejected.

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 on the first page of the Bid Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of a bid offer on HIePRO but shall be required upon Notice of Award. The submission of the offer on HIePRO shall indicate the Bidder's intent to be bound.

If page 1 of the Bid Offer Form is not signed or an affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the OHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price as submitted on the Bid Offer Form. See Attachment 1: Bid Offer Form. Bidders shall submit a bid price for all line items and completed the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsible and eligible for award.

The bid price shall be the all-inclusive price charged to the OHA including, without limitation, security, administrative and supervisor personnel costs, benefits, equipment and equipment maintenance, applicable taxes, and all other necessary cost to provide the services.

- 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. Hawai'i State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate; and
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder.

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

(END OF SECTION)

SECTION 4

BID EVALUATION & AWARD

BID EVALUATION

All bid offers received by the due date and time will be reviewed by the OHA. 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.”

METHOD OF AWARD

An award shall be made to the responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form.

To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

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

(END OF SECTION)

SECTION 5
ATTACHMENTS

Attachments:

- | | |
|---------------------|--|
| 1. Bid Offer Form | For Bidder to submit by Bid Submittal Deadline |
| 2. Wage Certificate | For Bidder to submit by Bid Submittal Deadline |

Exhibits:

- | | |
|---|--------------------------|
| 1. OHA General Terms & Conditions | For Bidder's Information |
| 2. 2024-2025 Hawai'i State Government Observed Holidays | For Bidder's Information |
| 3. Bid Submittal Checklist | For Bidder's Information |