Hawaii Public Housing Authority
State of Hawaii

IFB-PMB-30-2025

Invitation for Bids to Furnish Preventive Maintenance Services and Repairs to Elevators At Various Low Income Public Housing Properties Under Asset Management Project 30, 34, 35 and the Ka Hale O Kamehaikana Community Resource Center on Oahu

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

Issued November 12, 2025

EQUAL HOUSING OPPORTUNITY

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

INVITATION FOR BIDS (IFB) No. PMB-30-2025

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Preventive Maintenance Services and Repairs to Elevators At Various Low Income Public Housing Properties Under Asset Management Project 30, 34, 35 and the Ka Hale O Kamehaikana Community Resource Center on Oahu.** Properties to include the following:

Asset Management Project	Property Name	Address
AMP 30	Salt Lake Apartments	2907 Ala Ilima Street Honolulu, HI 96818
AMP 34	Kalakaua Homes	1545 Kalakaua Avenue Honolulu, HI 96826
	Makua Alii	1541 Kalakaua Avenue Honolulu, HI 96826
	Paoakalani	1583 Kalakaua Avenue Honolulu, HI 96826
AMP 35	Punchbowl Homes	730 Captain Cook Avenue Honolulu, HI 96813
	Kalanihuia	1220 Aala Street Honolulu, HI 96817
	Makamae	21 S. Kuakini Street Honolulu, HI 96813
	Pumehana	1212 Kinau Street Honolulu, HI 96814
	Ka Hale O Kamehaikana Community Resource Center	1485 Linapuni Street Honolulu, HI 96819

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office located at 1002 North School Street, Building G, Honolulu, Hawaii 96817 beginning Wednesday, November 12, 2025. Sealed bids must be received at 1002 North School Street, Building E, not later than 2:00 p.m. Hawaii Standard Time (HST), Monday, November 24, 2025. Public opening of bids will commence at 2:15 p.m. HST, Monday, November 24, 2025, at 1002 North School Street, Building G, Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Video Conference at 9:00 a.m. HST, Friday, November 14, 2025. Bidders interested in attending the Pre-Bid Video Conference may contact the IFB Coordinator for video conference information. All interested bidders are

strongly encouraged to attend the Pre-Bid Video Conference. A site inspection will be conducted at 10:30 a.m. HST on Wednesday, November 19, 2025. Interested offers are asked to report to Kalakaua Homes, 1545 Kalakaua Avenue, HI 96826.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Mr. Rick Sogawa, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

EQUAL HOUSING OPPORTUNITY

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Section 1
Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). 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. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Mr. Rick Sogawa
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Email: rick.t.sogawa@hawaii.gov

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

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Ms. Kaui Seguancia
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4673

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 is designated as follows:

Asset Management Project/Property	**Office Address**	**Officer-In-Charge**
30	99-132 Kohomua Street Aiea, HI 96701	Ms. Marisa Chai Ph: (808) 483-2550
34	1545 Kalakaua Avenue Honolulu, HI 96826	Mr. Ioane Ah Sam Ph: (808) 973-0193
35	1220 Aala Street Honolulu, HI 96817	Ms. Martha Malloe Ph: (808) 586-9723
Ka Hale O Kamehaikana Community Resource Center	1485 Linapuni Street Honolulu, HI 96819	Mr. Phil Yoon Ph: (808) 832-6016

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	November 12, 2025
Distribution of Bid Specs/Bid Offer Form	November 12, 2025
Pre-Bid Video Conference	November 14, 2025
Site Inspection	November 19, 2025
Written Questions Due to the HPHA	November 21, 2025
Written Responses Due from the HPHA	November 24, 2025
Bid Submittal Deadline	December 1, 2025; 10:00am HST
Bid Opening	December 1, 2025; 10:15am HST
Notice of Award	November 2025
Contract Execution	December 2025
Contract Start Date	December 16, 2025 or Upon Issuance of 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 Video Conference & Site Inspection

Interested bidders are strongly encouraged to attend a Pre-Bid Video Conference scheduled on Friday, November 14, 9:00 a.m. HST. Bidders interested in attending the Pre-Bid Video Conference are asked to contact the IFB Coordinator for video conference information. All interested bidders are strongly encouraged to attend the Pre-Bid Video Conference.

Impromptu questions will be permitted at the Pre-Bid Video Conference and verbal answers may 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.

Prior to submittal of the bid, interested bidders may visit the property to thoroughly familiarize themselves with existing conditions. A site inspection shall be conducted on Wednesday, November 19, 2025, 10:30 a.m. Bidders are asked to meet at Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, 96826. Bidders interested in attending the site inspection are asked to contact the IFB Coordinator for additional information. All attendees must be wearing appropriate attire to enter elevator rooms. 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.

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 Friday, November 21, 2025. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Monday, November 24, 2025.

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.hud.gov/hudclips and are attached in Section 5 of this IFB. See Attachments 13 and 14.

B. Bid Submittal. Sealed bids must be hand delivered or mailed to the HPHA located at 1002 North School Street, Building E, Honolulu, Hawaii 96817 not later than **2:00 p.m. HST, Monday, November 24, 2025**. 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-30-2025). 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, a Bidder shall certify that it complies 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 such 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 further obligated to notify his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Offeror's place of business in an area accessible to all employees.

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). The **HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the effective wages for State employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the Successful Bidder may request an increase in contract price in order to correspondingly increase the wages of the Offeror's employees performing the work, including any increase in costs 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 not be compensated for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. If the Successful Bidder's hourly wage rate is greater than the prevailing State wage at the time of the offer submittal, the Successful Bidder's requests for increase will not be considered.

2. The Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, that its employees are being paid no less than the known wage of the listed State position. Documentation shall include the employees' payroll

records and a statement that the employees are being utilized for this Contract.

3. Request for an increase must be made in writing to the HPHA on a timely basis:

   a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.

   b. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the Department of Human Resource Development's website at the following address:

      http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/

   It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

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 2:15 p.m. HST, Monday, November 24, 2025, at the HPHA Contract and Procurement Office, 1002 North School Street, Building G, 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 United States Postal Services.

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 by the HPHA, 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 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 not 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-30-2025).

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 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, Option Year 2, Option Year 3, Option Year 4 and Option Year 5 periods. See Attachment 2. The bid price shall be inclusive of all personnel, labor, overhead, equipment, tools, applicable taxes, and any other costs incurred in the performance of the Contract; 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.

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 10 and 11.

XX. Protests

Pursuant to section 103D-701, 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:

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

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

iii. 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 mailed by United States Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Protests are deemed submitted upon receipt by the State Contracting Office. Any notice of award resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website at https://hands.ehawaii.gov/hands/welcome.

allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed at the properties.

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 Friday, November 21, 2025. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Monday, November 24, 2025.

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 mailed to the HPHA located at 1002 North School Street, Building E, Honolulu, Hawaii 96817 not later than **2:00 p.m. HST, Monday, November 24, 2025**. 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-30-2025). 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, a Bidder shall certify that it complies 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

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

XXI. 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 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 as-needed maintenance personnel services 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

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 preventive maintenance services and repairs to elevators to meet the agency's goal of providing safe, sanitary, and decent housing.

The purpose of this solicitation is to competitively procure preventive maintenance services and repairs to elevators at various HPHA properties under Asset Management Project 30, 34, 35 and the Ka Hale O Kahehaikana Community Resource Center on Oahu.

B. Area of Service

By submitting a bid offer, the Successful Bidder is certifying that it is capable of providing the services contained in this IFB during the Initial Contract Period and all applicable option periods at the following properties:

- Salt Lake Apartments, 2907 Ala Ilima Street, Honolulu, HI 96818
- Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, HI 96826
- Makua Alii, 1541 Kalakaua Avenue, Honolulu, HI 96826
- Paoakalani, 1583 Kalakaua Avenue, Honolulu, HI 96826
- Punchbowl Homes, 730 Captain Cook Avenue, Honolulu, HI 96813
- Kalanihuia, 1220 Aala Street, Honolulu, HI 96817
- Makamae, 21 S. Kuakini Street, Honolulu, HI 96813
- Pumehana, 1212 Kinau Street, Honolulu, HI 96814
- Ka Hale O Kamehaikana Community Resource Center, 1485 Linapuni Street, Honolulu, HI 96819

C. Funding source and period of availability

Funds are subject to appropriation by the State Legislature and/or United States Congress and allocation by the Governor, State Director of Finance 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.

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; and
    f. One of the following:

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

        Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As

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

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

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

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

iii. Certifications of Eligibility

Prior to award of a Contract, bidders shall submit the following documents 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

The HCE is hosted by NIC Hawaii, a subsidiary of NIC Inc. 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 NIC Inc.

iv. 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.

v. Insurance Requirements

Within 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."

Waiver of Subrogation in favor of the State of Hawaii shall also be included for the General Liability, Automobile Liability, and Workers Compensation policies. The Successful Offeror shall endorse such policies to a waiver of any right to subrogation against the State of Hawaii and their respective employees and agents by each insurer under each required policy described herein. When required by the insurer or should a policy condition not permit the Successful Offeror to enter into a pre-loss agreement to waive subrogation without an endorsement, Successful Offeror shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Successful Offeror enter into such agreement on a pre-loss basis.

The minimum insurance required shall be in full compliance 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 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.

vi. 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.

vii. Business Office

The Successful Bidder shall have a permanent office in the State

where he/she conducts business and have a designated local point of contact in the State of Hawaii 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 2025/2026 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.

viii. 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 75, 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 75 regulations.

c. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75.19, 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 75.19. 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 75.19.

d. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ix. No performance or payment bond is required.

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

B. Personnel Requirements

1. All personnel shall be considered employees of the Successful Bidder and shall perform services under the supervision of the Successful Bidder's personnel.

2. The Successful Bidder's personnel shall have a minimum of one (1) year of experience performing the required scope of services.

3. The Successful Bidder shall dedicate one (1) Project Coordinator for the resulting Contract. The Project Coordinator shall:

   (1) Serve as the main point of contact for the HPHA;
   (2) Supervise all of the Successful Bidder's personnel assigned to the resulting Contract; and

   (3) Provide training to the Successful Bidder's personnel should there be personnel turnover during the term of the initial Contract period and all option period(s).

4. The Successful Bidder shall:

   (1) Employ sufficient personnel and capable in fulfilling the service request as requested by the HPHA. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.

   (2) Be solely responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the HPHA Officers-In-Charge. Personnel shall refrain from socializing or fraternizing or interfering with HPHA office personnel while on duty.

   (3) Remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove immediately and shall not employ any person whom the HPHA determines does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

   (4) Relieve any personnel if arrested for any major crimes or felony, pending final resolution of the investigation. The

HPHA has the final authority to allow the individual to perform custodial duties pending investigation, resolution or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.

(5) Ensure that no personnel employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.

(6) Inform the Contract Administrator of all personnel employed under the resulting Contract who is a registered sex offender.

(7) Ensure that all information, documents, or materials viewed, discussed or provided to the maintenance personnel in the line of duty shall be treated as confidential. Maintenance personnel shall refrain from providing confidential information to the tenants and the general public without the express consent of the HPHA.

(8) Select individuals for the resulting Contract who are capable of demonstrating the following:

a) Ability to exercise good judgement.

b) Maturity in conduct and attitude.

c) Ability to communicate in English and read simple instructions.

d) Courtesy to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed appearance.

5. Personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.

6. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment. The Successful Bidder will take affirmative action to ensure equal treatment of its employees. Such action shall include, without limitation, 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.

Furthermore, the Successful Bidder employing fifteen (15) or more persons agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

7. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Offeror agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

C. Administrative Requirements

1. The Successful Bidder may be required to attend quarterly meetings with the Contract Administrator. The meeting dates and times will be specified by the Contract Administrator. Necessary field visits will be made as determined by the HPHA.

2. Every four (4) weeks, the 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.

D. Administrative Policies

At a minimum, the Successful Offeror shall maintain its own written policies that, address the following:

1. Drug Free Workplace Policy;
2. Sexual Harassment Awareness in the Workplace Policy;
3. Non-Violence in the Workplace Policy; and
4. Standards of Conduct.

The Successful Offeror shall provide written documentation not later than 15 days after the notice to proceed that all staff are informed of its requirements and agree to comply with said policies. The Successful Offeror shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

E. 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 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.

F. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

G. Single or multi-term contracts to be awarded

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

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 State
Maximum length of contract:	60 months

The initial Contract period shall commence December 16, 2025 or upon issuance of a Notice to Proceed and end December 15, 2026. 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 48 months with no single extension period to exceed 12 months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and

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

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

5. The 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 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.

H. Statutory Requirements of Section 103-55, HRS

Prior to entering into a Contract in excess of $25,000, a 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 provide wages not less than those increased wages.

I. Bid Price

Bidders shall submit a quarterly bid price for the services required under this solicitation. The quarterly bid prices shall be the all-inclusive bid price

charged to the HPHA including, without limitation all personnel, labor, equipment, tools, overhead, applicable taxes, and any other costs incurred in the performance of the resulting Contract.

The total bid price for the services required under this solicitation shall be the sum of the quarterly bid prices for the Initial 12-Month Period, Option Year 2, Option Year 3, Option Year 4, and Option Year 5 periods.

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.

Bidders should account for any published wage increase in the bid price. The HPHA shall not approve requests for contract 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 Successful Bidder shall be the responsive and responsible bidder submitting the lowest Grand Total Bid Price within each island. The Grand Total Bid Price is the sum of the Total Bid Prices submitted within each island. Bidders are not required to submit bid prices for all islands but are required to submit bid prices for all line items within an island to be considered responsive and eligible for an award. The Successful Bidder for each island may not necessarily be the same bidder.

J. Contract Price Adjustment Due to Increase in State Wages

At the release of this solicitation, the wages effective July 1, 2025, and July 1, 2026, for State employees who may perform similar work are known and published by the Department of Human Resources Development. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wages of the Successful Bidder's employees performing the work. The wage increase would correspond to an increase in costs for benefits required by law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder, however, shall not be paid for any reimbursement of retroactive pay negotiated by the State.

The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.

2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, that its employees are being paid not less than the known wage of the State position listed herein. Documentation shall include employee payroll records and a statement that the employees are being utilized for this Contract.

3. Request for an increase must be made in writing to the HPHA on a timely basis:

    a. A request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.

    b. A request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder may contact the Contract Administrator listed in Section 1 of this Invitation for Bids to obtain the current wage information or download the information from the Department of Human Resource Development website at the following address:

    http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/

K. Payment

The HPHA shall compensate the Successful Bidder for man-hours of maintenance personnel services rendered at the accepted bid price per hour.

All compensation shall be subject to the following:

1. 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 delivery of goods or performance of the services to make payment. Upon receipt of 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 shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA shall reject any bid submitted with a condition requiring interest payments greater than allowed by section 103-10, HRS, as amended.

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

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

3. 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 performed the services specified. Payment shall be made on the basis of actual man-hours of maintenance personnel services rendered by the Successful Bidder.

4. The Successful Bidder shall submit monthly itemized invoices for payment, listing services dates, Asset Management Project No., property name, type of personnel, name of maintenance personnel, and man-hours of services rendered for the previous month. Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month.

5. 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.

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

   An original tax clearance certificate, not over two (2) 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.

III. SCOPE OF WORK

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

1. Services shall consist of furnishing labor, equipment, supplies, and all related administrative and supervisory personnel necessary to provide preventive maintenance services to elevators, in accordance with the provisions, specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB. See Attachment 3.

2. Due to the COVID-19 pandemic, the Successful Offeror is recommended to have their employees adhere to the following protocols while doing work at all HPHA properties:

   (1) Contact with tenants should be avoided with social distancing of a minimum of six (6) feet maintained;

   (2) Non-essential work that requires close contact should be avoided;

   (3) Wash or clean hands before entering or leaving the site with soap and water or hand sanitizer with at least 60% alcohol content;

   (4) Wear a face mask covering mouth and nose at all times on HPHA properties; and

   (5) Workers with a fever, cough or other flu-like symptoms are not allowed on the property.

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. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror

4. 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.

5. 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.

6. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the

HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the Successful Offeror.

B. Damages

1. The HPHA may withhold the payment of fees without being required to pay interest for late payment, if the Successful Bidder fails to implement a corrective action plan in response to findings by the HPHA or if the Successful Bidder fails to demonstrate improvement in performance after implementing its corrective action plan.

2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within 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

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 offer 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. **Electronic mail and facsimile transmissions shall not be accepted.**

Bidders are responsible to 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 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, 2025, or upon the HPHA'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 December 16, 2025, or up the HPHA'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 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 12-Month Contract Period, Option Year 2, Option Year 3, Option Year 4 and Option Year 5 periods.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation all personnel, labor, equipment, tools, overhead, 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. Wage Certificate;

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

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

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.hud.gov/hudclips. 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.hud.gov/hudclips. See Attachment 14.

(END OF SECTION)

Section 4
Bid Evaluation & Award

I. Bid Evaluation

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

II. Method of Award

An award shall be made to the responsible and responsive bidder submitting the lowest 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 12-Month Contract Period, Option Year 2, Option Year 3, Option Year 4 and Option Year 5 periods. To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed on the Bid Offer Form, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to 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 24, 2025
2. Bid Offer Form	Due November 24, 2025
3. Technical Specifications / Reporting Requirements	For Bidder's Information
4. Sample Contract Based on Competitive Sealed Bids for Goods and Services	For Bidder's Information
5. Sample Contract – Attachment S1, Scope of Services	For Bidder's Information
6. Sample Contract – Attachment S2, Compensation and Payment Schedule	For Bidder's Information
7. Sample Contract – Attachment S3, Time of Performance	For Bidder's Information
8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's Information
9. Sample Contract – Attachment S5, Special Conditions	For Bidder's Information
10. State General Conditions, AG-008 103D General Conditions	For Bidder's Information
11. General Conditions, Federal Form HUD 5370-C	For Bidder's Information
12. Instructions to Offerors, form HUD 5369-B	For Bidder's Information
13. Certification and Representations of Offerors, Form HUD 5369-C	Due November 24, 2025
14. 2025/2026 Hawaii State Government Observed Holidays	For Bidder's Information
15. Bid Submittal Checklist	For Bidder's Information

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