Hawaii Public Housing Authority
State of Hawaii

IFB PMB-12-2026

Invitation-for-Bids to Furnish Refuse Collection Services at Various State and Federal Low Income Public Housing Properties on Oahu, Maui, and Hawaii Island

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

Issued April 30, 2026

EQUAL HOUSING OPPORTUNITY

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

INVITATION FOR BIDS (IFB) No. PMB-12-2026

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 Refuse Collection Services at Various State and Federal Low Income Public Housing Properties on Oahu, Maui, and Hawaii Island** as follows:

Group No.	Asset Management Project	Properties
I	AMP 30	Puuwai Momi (1026), Waipahu I (1038), Waipahu II (1039), Hale Laulima (1027), Salt Lake (1066)
II	AMP 31	Kalihi Valley Homes (1005), Hauiki Homes (2201), Puahala Homes (2202)
III	AMP 32	Mayor Wright Homes (1003)
IV	AMP 33	Kaahumanu Homes (1009), Kamehameha Homes (1099)
V	AMP 34	Kalakaua Homes (1062), Makua Alii (1012), Paoakalani (1036)
VI	AMP 35	Kalanihuia (1024), Makamae (1046), Punchbowl Homes (1011), Pumehana (1047), Spencer House (1073)
VII	AMP 37	Lanakila Homes (1004, 1105, 1013, 1014), Hale Aloha O Puna (1051), Hale Olaloa (1052), Kauhale O Hanakahi (1097), Lokahi (2206), Pahala (1045), Pomaikai (1029), Punahele Homes (1028)
VIII	AMP 39	Kahekili Terrace (1017), Makani Kai Hale I & II (1092)
IX	N/A	Ka Hale O Kamehaikana Community Center

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on Oahu located at 1002 North School Street, Building G, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning Thursday, April 30, 2026. Sealed bids must be received at 1002 North School Street, Building E, not later than 2:15 p.m. Hawaii Standard Time (HST) on Thursday, May 21, 2026. Public opening of bids will commence at 2:15 p.m. HST on Thursday, May 21, 2026 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Video Conference at 9:00 a.m. HST on Wednesday, May 6, 2026. Please contact the IFB coordinator for video conference information. Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference. There will not be a site inspection following the Pre-Bid Video Conference. Please contact the IFB Coordinator to set up a site visitation date.

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



IFB Table of Contents

Section 1 – Administrative Overview

I. Authority 1
II. IFB Organization 1
III. Contracting Office 1
IV. Procurement Timeline 3
V. Pre-Bid Video Conference and Site Inspection 3
VI. Submission of Questions 4
VII. Submission of Sealed Bids 4
VIII. Discussions with Bidders 5
IX. Opening of Bids 5
X. Additional Materials and Documentation 6
XI. IFB Amendments 6
XII. Cancellation of Invitation for Bids 6
XIII. Costs for Bid Preparation 6
XIV. Modification of Bids 7
XV. Withdrawal of Bids 7
XVI. Late Withdrawal and Late Modification 7
XVII. Mistakes in Bids 8
XVIII. Rejection of Bids 8
XIX. Notice of Award 8
XX. Protests 9
XXI. Availability of Funds 10
XXII. Monitoring and Evaluation 11
XXIII. General and Special Conditions of the Contract 11
XXIV. Cost Principles 11
XXV. Campaign Contributions by State and County Contractors 12

Section 2 – Specifications

I. Introduction
A. Purpose or Need 13
B. Area of Service 13
C. Funding Source and Period of Availability 14

II. General Requirements
A. Qualifying Requirements 14
B. Type of Contract 20
C. Single or Multiple Contracts to be Awarded 21
D. Single or Multi-Term Contracts to be Awarded 21
E. Statutory Requirements of Section 103-55, HRS 22
F. Bid Price 24
G. Contract Price Adjustment Due to Increase in State Wages 24
H. Contract Price Adjustment Due to Landfill/Disposal Fees 25
I. Recycling Fund Surcharge 26
J. Solid Waste Management Surcharge 26

K. Price Adjustment by the State 27

III. Scope of Work
A. Services Activities 27
B. Management Requirements and Qualifications 33

IV. Contract Monitoring and Remedies
A. Monitoring 36
B. Damages 37
C. Termination 38

Section 3 – Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form
I. Bid Offer Form 39
II. HUD Forms 41

Section 4 – Bid Evaluation & Award

I. Bid Evaluation 42
II. Method of Award 42

Section 5 – Attachments

1.	Asset Management Project Property Addresses	For Bidder's Information
2.	List of Properties Requiring Use of Scout Trucks	For Bidder's Information
3.	Wage Certificate	Due May 21, 2026
4.	Bid Offer Form	Due May 21, 2026
5.	Sample Contract Based on Competitive Sealed Bids for Goods and Services	For Bidder's Information
6.	Sample Contract – Attachment S1, Scope of Services	For Bidder's Information
7.	Sample Contract – Attachment S2, Compensation and Payment Schedule	For Bidder's Information
8.	Sample Contract – Attachment S3, Time of Performance	For Bidder's Information
9.	Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Bidder's Information
10.	Sample Contract – Attachment S5, Special Conditions	For Bidder's Information

11.	State General Conditions, AG-008 103D General Conditions	For Bidder's Information
12.	General Conditions, Federal Form HUD 5370-C	For Bidder's Information
13.	Instructions to Offerors, Form HUD 5369-B	For Bidder's Information
14.	Certification and Representations of Offerors, Form HUD 5369-C	Due May 21, 2026
15.	Class Specifications / Minimum Qualifications / Salary Schedule	For Bidder's Information
16.	2026 and 2027 Hawaii State Government Observed Holidays	For Bidder's Information
17.	Bid Submittal Checklist	For Bidder's Information

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

The designated IFB Coordinator for this solicitation is as follows:

Mr. Rick T. 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 Coordinator II
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

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

The Officer-In-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-In-Charge. The Officer-In-Charge for each specified location is designated as follows:

Group	AMP No.	Office Address	Officer-In-Charge
I	HI001000030 (AMP 30)	99-132 Kohomua Street Aiea, HI 96701	Ms. Marisa Chai Phone: (808) 483-2550
II	HI001000031 (AMP 31)	2250 Kalena Drive Honolulu, HI 96819	Ms. LaVida Barentine Phone: (808) 832-3336
III	HI001000032 (AMP 32)	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Phone: (808) 832-3153

IV	HI001000033 (AMP 33)	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Phone: (808) 832-3153
V	HI001000034 (AMP 34)	1545 Kalakaua Avenue Honolulu, HI 96826	Mr. Ioane AhSam Phone: (808) 973-0193
VI	HI001000035 (AMP 35)	1220 Aala Street Honolulu, HI 96817	Ms. Martha Malloe Phone: (808) 586-9724
VII	HI001000037 (AMP 37)	600 Wailoa Street Hilo, HI 96720	Ms. Laurie Aoki Phone: (808) 933-0474
VIII	HI001000039 (AMP 39)	2015 Holowai Road Wailuku, HI 96793	Ms. Vanessa Medeiros Phone: (808) 243-5001
IX	n/a	1485 Linapuni Street Honolulu, HI 96819	Ms. Molly Roberts Phone: (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	April 30, 2026
Distribution of Bid Specs/Bid Offer Form	April 30, 2026
Pre-Bid Video Conference	May 6, 2026
Site Inspection Period	May 6, 2026 – May 12, 2026
Written Questions Due to the HPHA	May 8, 2026
Written Responses Due from the HPHA	May 14, 2026
Bid Submittal Deadline	**May 21, 2026; 2:00 p.m. HST**
Bid Opening	May 21, 2026; 2:15 p.m. HST
Notice of Award	June 2026
Contract Execution	June 2026
Contract Start Date	July 1, 2026

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 and Site Inspection

Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference scheduled at 9:00 a.m. HST, Wednesday, May 6, 2026. Attendance at the Pre-Bid Video Conference is not required to submit a bid offer. Interested bidders are to contact the IFB Coordinator for video conference information. There will not be a site inspection following the Pre-Bid Video Conference.

Prior to submittal of the bid, interested bidders may visit the properties to thoroughly familiarize themselves with existing conditions and the nature of work to be performed. Interested bidders must contact the IFB Coordinator to schedule a site inspection during the site inspection period starting Wednesday, May 6, 2026 up until Tuesday, May 12, 2026. No additional compensation shall be allowed due to any misunderstanding or error regarding the conditions/layout or work to be performed at the properties.

Impromptu questions will be permitted at the Pre-Bid Video Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and are only intended for general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Friday, May 8, 2026. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Thursday, May 14, 2026.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 4.

Bidders shall comply with 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/forms and are attached in Section 5 of this IFB. See Attachments 13 and 14.

B. Bid Submittal. Sealed bids may be hand delivered or mailed to the HPHA and must be received by the HPHA located at 1002 North School

Street, Building E, Honolulu, Hawaii 96817 not later than 2:00 p.m. HST, Thursday, May 21, 2026. 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-12-2026). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

C. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of $25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 3.

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

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

VIII. Discussion with Bidders Prior to Bid Submission

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

IX. Opening of Bids

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

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 2:15 p.m. HST, Thursday, May 21, 2026 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 USPS.

XII. Cancellation of the Invitation for Bids

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

of the State.

XIII. Costs for Bid Preparation

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

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.
Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

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

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

(2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office no later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-12-2023).

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 REV 3.

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.

The HPHA reserves the right to reject bid offers 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.

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 in each group as stated on the Bid Offer Form. The Grand Total is the sum of the Subtotal prices for the Initial 12-Month Period, Option Years 2 and 3. See Attachment 4. The unit bid price shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the contracted services. A bidder is not required to submit a bid for all groups, however, a bidder shall submit a bid price for all solicited contract period(s) applicable within a group and complete the Bid Offer Form in its entirety to be considered responsive for a group and eligible for award. The award of a contract shall not be deemed a commitment on the part of the HPHA to automatically exercise any option period; and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contracts awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General, the Department of the Human Resources Development, and other approvals 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 of July 1, 2026 for Groups I – VII and IX and September 1, 2026 for Group VIII. 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 start of the Contract.

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

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

XX. Protests

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

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

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

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

Pursuant to section103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

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

The notice to award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS) website: https://hands.ehawaii.gov/hands/

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 are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and are 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 the services at federal public housing properties with State funds.

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 refuse collection services to meet the agency's goal of providing safe, sanitary, and decent housing.

The purpose of this IFB is to competitively procure refuse collection services on a regular schedule at state and federal low income public housing properties statewide.

B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services to all properties within each group during the initial contract period and all applicable option periods.

Group No.	AMP No.	Properties
I	AMP 30	Puuwai Momi (1026), Waipahu I (1038), Waipahu II (1039), Hale Laulima (1027), Salt Lake (1066)
II	AMP 31	Kalihi Valley Homes (1005), Hauiki Homes (2201), Puahala Homes (2202)
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VIII	AMP 39	Kahekili Terrace (1017), Makani Kai Hale I & II (1092)
IX	n/a	Ka Hale O Kamehaikana Community Resource Center

See Attachment 1.

C. Funding source and period of availability

Funds for the federal low income public housing properties are subject to the appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the HPHA.

Funds for the state low income public housing properties are subject to appropriation by the State Legislature and allocation by the Governor and/or State Director of Finance. 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. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of federal funds may require the prior written approval by HUD.

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 unit bid price(s).

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.

4. Certifications of Eligibility

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

a. Tax Clearance, Form A-16;

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

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

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

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

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

5. Indemnification

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

6. Insurance Requirements

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

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

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

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

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 Contractor 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 of should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

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

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

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Bidder's compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

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

The Successful Bidder will immediately provide written notice to the HPHA should any of the insurance policies evidenced on its

Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

7. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

8. Business Office

   The Successful Bidder shall have a permanent office where he/she conducts business and where he/she will be accessible in person or via telephone during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 16 for 2026 and 2027 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

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

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

   b. The parties to this contract agree to comply with HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

   c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the Successful Bidder has a collective bargaining agreement or any other understanding, a notice advising the labor

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

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

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

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

10. No performance or payment bond is required.

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

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws,

rules and regulations of the State of Hawaii. See Attachments 5 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

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

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

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

2. Subcontracting

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

3. Contract Modification

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

4. Laws, Rules, Ordinances and Regulations

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

C. Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☒ Single & Multiple

D. Single or multi-term contracts to be awarded

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

Initial term of contract:	Up to 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:	36 months

Service at properties undergoing modernization and/or redevelopment may be terminated for convenience or modified at the request of the HPHA. See Attachment 4. The HPHA shall provide written notice to the Successful Bidder should additional properties be identified for modernization and/or redevelopment affecting refuse collection services in the future.

The Initial Contract Period shall commence on July 1, 2026 for Groups I – VII and IX and September 1, 2026 for Group VIII. The following conditions must be met for an extension:

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

2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to 24 months with no single extension period to exceed 12 months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and

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

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

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

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

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

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

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

E. Statutory Requirements of Section 103-55, HRS

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

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 3.

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

The HPHA has determined that work to be performed under this Contract is similar to various refuse collector positions in Bargaining Unit 01; therefore, the Successful Bidder shall be required to pay their employees the published prevailing State wages for work performed under the resulting Contract. At the release of this IFB, the published State prevailing basic hourly wage are as follows:

Classification	Pay Grade	Hourly Rate Effective 7/1/2026
Refuse Collector	BC-05	$29.09
Truck Driver – Laborer	BC-05	$29.09
Truck Driver	BC-06	$30.27
Heavy Truck Driver	BC-07	$31.47

Classification	Pay Grade	Hourly Rate Effective 7/1/2027
Refuse Collector	BC-05	$30.26
Truck Driver – Laborer	BC-05	$30.26
Truck Driver	BC-06	$31.48
Heavy Truck Driver	BC-07	$32.73

Classification	Pay Grade	Hourly Rate Effective 7/1/2028
Refuse Collector	BC-05	$31.47
Truck Driver – Laborer	BC-05	$31.47
Truck Driver	BC-06	$32.73
Heavy Truck Driver	BC-07	$34.04

See Attachment 15.

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

F. Bid Price

The bid price per pickup per container (unit bid price) shall be the all-inclusive unit cost to the HPHA, including without limitation, all labor, equipment, materials, applicable taxes and any other expenses incurred to provide refuse collection services as specified herein. Other expenses may include, without limitation, increase in 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 refuse collections services provided during normal work hours. The HPHA 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 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.

G. Contract Price Adjustment Due to Increase in State Wages

At the release of this solicitation, the effective wages through July 1, 2028 for State employees performing similar work are known. 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, 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 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. 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. 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://www.hawaii.gov/hrd/main/HRDInfoCentral/DocCentral/Salary Schdules/BU01

H. Contract Price Adjustment Due to Landfill/Disposal Fees

Bidders shall include County landfill and disposal fees in their bid prices. The Successful Bidder may request adjustments to the contracted bid price per container provided the request is made in writing and documentation of landfill and disposal fee increase is submitted with the request. The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in County landfill/disposal fees.

Disposal fees on the bid form shall mean and include land fill, disposal, transfer fees, tipping fees, and applicable surcharges.

The formula used to calculate the price adjustment per container due to landfill/disposal fees is as follows:

$$[(N-O) \div 2000] \times W \times C$$

Whereby:
- N = New County disposal unit charge per ton.
- O = Old County disposal unit charge per ton.
- 2000 pounds of refuse = 1 ton.
- W = Base weight of 125 lbs. will be used per cubic yard OR base weight of 8.33 pounds per gallon will be used.
- C = Refuse container capacity.

I. Recycling Fund Surcharge

Bidders shall include the County recycling fund surcharge in their bid prices. If the County recycling fund surcharge changes during the term of the Contract, 125 pounds will be used as a container base weight per cubic yard of refuse, 20 pounds will be used for the 30-gallon containers, and 64 pounds will be used for the 96-gallon containers.

Disposal fees on the bid form shall mean and include land fill, disposal, transfer fees, tipping fees, and applicable surcharges.

The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in recycling fund surcharge fee.

J. Solid Waste Management Surcharge

Bidders shall include the State's solid waste management surcharge in their bid prices. If there is a future increase for solid waste management surcharge, the formulas used to calculate the price adjustment are as follows:

Price adjustment per container of refuse is as follows:

$$[(N-O) \div 2000] \times W \times C$$

Whereby:
- N = New solid waste management surcharge per ton.
- O = Old solid waste management surcharge per ton.
- 2000 pounds of refuse = 1 ton.
- W = Base weight of 125 pounds per cubic yard will be used OR base weight of 8.33 pounds per gallon will be used.
- C = Refuse container capacity.

The HPHA shall only consider requests for a price adjustment equivalent to the documented increase in solid waste management surcharge fee.

K. Price Adjustment by the State

Change in Number of Pickups or Containers. The total Contract price is based on the solicited list of properties provided in Attachment 4 and the maximum amount of refuse to be generated for each Contract period. The HPHA reserves the right to increase or decrease the number of pickups and/or number of containers on Contract, and/or add or remove properties from the resulting Contract due to HPHA modernization and/or redevelopment projects. Such changes shall be made upon written notice by the HPHA and require execution of a supplemental contract. The accepted unit bid price(s) applicable to similar localities on Contract shall apply to the new services unless otherwise agreed to by the HPHA.

Unscheduled or Emergency Service Calls (Excess Refuse Pick-up on an unscheduled Collection Date). The Successful Bidder agrees to make unscheduled collections when requested by the Officer-in-Charge. Such "calls" shall be performed within 24 hours after request. Bid price per container will be used as the basis for "call" charges unless such charges are modified by mutual agreement at the time of the emergency to account for any additional expenses to provide the special pickup service.

Extra yardage will be charged in excess of the 2-cubic yard, 3-cubic yard, 4-cubic yard, 6-cubic yard bins, 30-gallon containers, or 96-gallon mobile containers. The extra yardage price shall be used to compute the additional cost.

III. SCOPE OF WORK

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

1. Collection and Disposal

The Successful Bidder shall collect refuse from the properties according to the Service Schedule provided on the Bid Offer Form. See Attachment 4.

a. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with minimum spillage and pollution of the atmosphere or surrounding area. The refuse collection trucks shall be constructed so that refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.

b. Refuse that falls from the bins during the collection process shall be properly cleared, collected and disposed of during the same service date, including without limitation, fallen refuse from bins that landed outside of the receptacle area of the refuse collection truck. The Successful Bidder shall not discard the fallen refuse back into the bin for disposal at the next service date.

c. The Successful Bidder shall dispose of all refuse collected by transporting to disposal sites meeting the requirements of local ordinances and regulations applicable to refuse disposal.

d. Should bulky items be observed buried inside the bins while refuse is being collected by the Successful Bidder, the Successful Bidder must notify the Officer-in-Charge or designee at the property and continue to service and empty the bins as usual. The Successful Bidder's personnel shall document the bulky item while on site to serve as proof of bulky item disposal and to seek reimbursement of disposal fee from the HPHA. The HPHA is not responsible for payment of bulky item disposal fee once the refuse is

removed from the HPHA property. Documentation of bulky items inside the bins may include pictures of the bulky item with the Officer-in-Charge or designee's acknowledgement.

e. The Successful Bidder shall use a scout truck to facilitate refuse collection services for all cubic yard containers at the specified 17 properties listed in Attachment 2. See Attachment 2 – List of Properties Requiring Use of Scout Trucks.

The Successful Bidder shall use the scout truck to transport the containers from the HPHA properties to an off-site location to be emptied and use the scout truck to return the containers to the designated refuse enclosures at the HPHA properties.

The Successful Bidder shall be responsible for the logistics, including without limitation securing staging area and all permits necessary to facility refuse collection services requiring use of scout trucks.

2. Collection Schedule

a. Collections shall be made in accordance with the Service Schedule provided on the Bid Offer Form. Changes in days designated for collection and disposal services may be made provided written approval is granted by the Officer-In-Charge and the change does not change the number of pickups days per week/month. Pick-up hours shall be between the hours of 7:30 a.m. to 3:00 p.m. HST.

b. When the Service Schedule falls on the Successful Bidder's holiday and the Successful Bidder will not be making the scheduled pickup for that day, the Successful Bidder shall make the pick-up on the first business day after the holiday. The Successful Bidder shall provide a list of observed holidays to the Officer-In-Charge and Contract Administrator upon execution of a Contract.

c. The Successful Bidder shall schedule an extra pickup day on December 26th, if that day is not a regular scheduled pickup day for the following groups:

i. Group I – AMP 30;
ii. Group II – AMP 31;
iii. Group III – AMP 32

iv. Group IV – AMP 33;
v. Group V - AMP 34;
vi. Group VI – AMP 35; and
vii. Group VII – AMP 37

The Successful Bidder shall schedule an extra pickup day on December 27th, if December 26th falls on a regular scheduled pickup day for the following groups:

i. Group I – AMP 30;
ii. Group II – AMP 31;
iii. Group III – AMP 32;
iv. Group IV – AMP 33;
v. Group V – AMP 34;
vi. Group VI – AMP 35; and
vii. Group VII – AMP 37

d. If the Successful Bidder is unable to perform the work on the scheduled date due to inclement weather or any other unavoidable conditions, such as heavy rain or hurricane weather, the Successful Bidder shall immediately report to the Officer-In-Charge that work has been postponed. The make-up collection service shall be made within 24 hours and no additional compensation will be allowed for such make-up or corrective work undertaken.

e. If make-up collection is not made within 24 hours, the HPHA reserves the right to purchase emergency services from another provider and shall assess those charges to the Successful Bidder who failed to perform the make-up collection service.

f. Refuse collection services at properties undergoing modernization and/or redevelopment may be terminated for convenience or require changes to the quantity of containers and/or Service Schedule. The HPHA reserves the right to add or remove properties from the resulting Contract due to HPHA modernization and/or redevelopment projects. The Successful Bidder shall agree to the service changes with written notification provided by the HPHA. The accepted unit bid price(s) applicable to similar localities on Contract shall apply to the new properties unless otherwise agreed to by the HPHA. The properties planned for redevelopment includes, without limitation, the following:

i. Group III - AMP 32: Mayor Wright Homes (1003)

3. Refuse Containers

a. At the beginning of the contract term, all refuse container deliveries shall be coordinated with the Officer-in-Charge and delivered to all properties on or before 7:45 a.m. HST, July 1, 2026 and not earlier than June 30, 2026 at 4:30 p.m. HST to prevent interruption of services unless otherwise agreed to by the Officer-In-Charge.

b. The 96-gallon mobile containers and/or 30-gallon trash cans/containers shall be provided by the Successful Bidder. The number of containers required under the resulting Contract is specified in the Service Schedule. See Attachment 4.

c. Two (2), Three (3), Four (4), and Six (6) Cubic Yard Containers shall be provided by the Successful Bidder. The number of containers required under the resulting Contract is specified in the Service Schedule. See Attachment 4. Furnished containers shall be new or refurbished like new with at least two (2), three (3), four (4), or six (6) cubic yard capacity and of steel construction or made of industrial strength heavy duty plastic with the exception of Group V – AMP 34. **Containers provided to Group V – 34 shall be made of industrial strength heavy duty plastic**. Containers shall have four (4) heavy-duty casters, two (2) covers that can easily be opened and closed, and shall be properly reinforced with no sharp or bare edges.

   The Officer-In-Charge may, at his/her discretion, request containers without covers. Substitution of larger containers, not to exceed eight (8) cubic yard capacity, will be permitted upon written approval of the Officer-in-Charge.

d. The Successful Bidder shall maintain the gallon trash cans/containers and cubic yard containers, inclusive of casters, and covers for the duration of the contract.

e. All containers shall be uniformly painted. At the start of the Contract and any subsequent contract period(s), all containers shall be clean, uniformly and freshly painted, and in good repair. In the event that the present Contractor is awarded the Contract, containers presently at the property must meet these requirements.

f. The Successful Bidder shall be responsible to keep all containers free from graffiti. Any graffiti reported to the Successful Bidder by the Officer-In-Charge shall be removed within three (3) business days. The Officer-In-Charge may, at his/her discretion, agree to keep the refuse containers free from graffiti.

g. The Successful Bidder shall maintain a supply of spare gallon trash can/containers and cubic yard containers to serve as replacements or additions to ensure that refuse can be handled without delay.

h. At the end of the Contract term, refuse container removals shall be coordinated with the Officer-In-Charge and shall be removed from the properties not earlier than 4:30 p.m. HST on the last day of the contract and not later than 8:00 a.m. HST on the first day after the Contract end date unless otherwise agreed to by the Officer-In-Charge.

4. Refuse Container Maintenance

a. All Successful Bidder-owned refuse containers shall be kept clean, odor-free, and presentable at all times. The Successful Bidder shall hose wet refuse from containers, disinfect, deodorize, refurbish or replace containers at the request of the Officer-In-Charge.

b. After every pick-up, the Successful Bidder shall provide special treatment to the inside of the containers by rinsing with air pressured water and disinfectant at a strength of 1.6% or 10 ounces per 5 gallons of water to clean, disinfect and deodorize the containers.

c. Containers shall also be scraped on the last pickup day of each month or as specified by the Officer-In-Charge before disinfecting. Equipment, water, chemicals and any materials needed to perform the required maintenance shall be furnished by the Successful Bidder.

d. Maintenance or repair of the containers shall be done at the Successful Bidder's place of business and not on the property premises.

e. In the event the Successful Bidder fails to maintain the refuse containers and the Contract Administrator notifies the Successful Bidder of its failure to keep the containers in

good repair and appearance, the Successful Bidder shall replace the deficient refuse container with a refuse container acceptable to the Officer-In-Charge by the next scheduled pickup day. The Successful Bidder shall notify the Officer-In-Charge within five (5) calendar days of the action(s) taken to correct the deficiency. Repeated failure of the Successful Bidder to correct refuse container deficiencies on a timely basis or to respond to the Officer-In-Charge within five (5) calendar days of the action taken to correct the deficiencies shall be deemed as sufficient cause for termination of the Contract.

5. Vehicle Listing and Standards

a. All vehicles may be subject to periodic inspection by the State. All vehicles must meet and comply with all applicable Rules and Regulations mandated by local, State and Federal governments.

b. Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the Contract.

6. Equipment

a. Equipment furnished and used by the Successful Bidder to collect and remove refuse shall at all times be clean and well maintained, both mechanically and in appearance.

b. The Successful Bidder shall inspect all refuse collection bins assigned to the HPHA properties regularly to ensure bins are well-maintained.

B. Management Requirements & Qualifications (Minimum Requirements)

Personnel

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

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

c. The Successful Bidder shall be solely responsible for the

behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the Officer-In-Charge.

d. The Successful Bidder agrees to remove any of his/her employees from servicing or providing services to the HPHA, upon written request by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the contracted work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

m. 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 Bidder 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.

1. Administrative

a. The Successful Bidder may be required to attend quarterly meetings or upon request by the Contract Administrator. The day and time is to be specified by the Contract Administrator. Necessary field visits shall be made as required.

b. Every four (4) weeks, the Officer-In-Charge shall submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. The Successful Bidder shall notify the Officer-In-Charge within five (5) calendar days of the action(s) to be taken to correct the deficiencies. These discrepancies or contract violation(s) shall be corrected or implemented within five (5) business days to avoid delays in payment issuance or for payment adjustment purposes.

c. The Successful Bidder shall maintain its own written administrative policies, at a minimum, addressing the following:

(1) Drug Free Workplace Policy;
(2) Sexual Harassment Awareness in the Workplace Policy;
(3) Non-Violence in the Workplace Policy;
(4) Standards of Conduct; and
(5) Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitation, to the following:

(1) Employment, upgrading, demotion, or transfer;
(2) Recruitment or recruitment advertising;
(3) Layoff or termination;
(4) Rates of pay or other forms of compensation; and
(5) Selection for training, including apprenticeship.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

2. Payment

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

All compensation shall be subject to the following:

a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and

satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA 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 that allowed by section 103-10, HRS, as amended.

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

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

c. All invoices shall reference the Contract number assigned to the Contract and list the property name(s), dates of service, quantity and sizes of containers serviced for the previous month. Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month. 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 containers serviced by the Successful Bidder. Charges for extra pickups/collection services not specified in the Service Schedule and not added to the Contract by a Supplemental Contract, including without limitation extra yardage, extra containers, and unscheduled/emergency services, shall be submitted on a separate invoice and will be paid through other means such as a State purchase order.

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

than July 15th for payment processing.

e. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate, not over two (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.

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. The Successful Bidder shall re-execute any work that fails to conform to the requirements of the Contract and shall immediately conform to the requirements of the Contract. Should the Successful Bidder fail to comply, 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 Bidder or to directly assess the Successful Bidder.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that monies due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

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

B. Damages

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

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

3. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

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

(END OF SECTION)

Section 3
Bid Offer Form and Instructions

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. *Bidders shall complete the Seal Bid Offer Form, Bid Offer Form Summary Sheet, and the Group-specific Bid Offer Form pricing pages for the Groups a bid offer is being submitted.*

Bidders are not required to submit a bid for all Groups solicited in this IFB but are required to complete all line items solicited within each Group to be considered responsive for the specific Group and considered for award of a Contract for the specific Group.

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

See Attachment 18 - Bid Submittal Checklist.

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

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

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective July 1, 2026. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective July 1, 2026 for Groups I – VII and IX and September 1, 2026 for Group VIII.

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

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

The successful bid for each group shall be the lowest responsive and responsible Grand Total as submitted on the Bid Offer Form. The Grand Total is the sum of the Subtotal prices for the Initial 12-Month Period, Option Years 2 and 3. See Attachment 4. Bidders are not required to submit bid prices for all groups but are required to submit bid prices for all line items within a group to be considered responsive and eligible for award of the respective group. The Successful Bidder for each group may not necessarily be the same bidder.

The bid prices shall be the all-inclusive price charged to the HPHA including, without limitation labor, equipment, transportation, County landfill/disposal fees, recycling surcharge, solid waste management surcharge, all applicable taxes, and any other costs incurred to provide the specified services. The bid price per container shall be applicable to additional services as request by the HPHA.

Cost for Pick-Up. Bidders shall indicate the portion of the bid price that represents the bidder's labor, equipment, transportation, applicable taxes, and other costs incurred to provide services specified.

Disposal Fees. Bidders shall indicate the portion of the bid price that represents the bidder's landfill, disposal fees and applicable surcharges.

Extra Yardage Charge. Bidders shall indicate on a price per unit basis (i.e. per gallon or per cubic yard, as applicable) the charge for the Initial 12-Month Period, Option Years 1 and 2.

The breakdown of costs will be used to determine reasonableness.

Bidders are reminded to submit the following certifications and documentation 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/forms. 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.org. 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 for each group to the responsible and responsive bidder submitting the lowest Grand Total on the Bid Offer Form. The Grand Total is the sum of the Subtotal prices for the Initial 12-Month Period, Option Years 2 and 3.

To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed within a group, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. A bidder is not required to submit a bid for all groups.

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.

(END OF SECTION)

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