Hawaii Public Housing Authority
State of Hawaii

IFB HO-11-2026

Invitation-for-Bids for the Provision of Process Server Services on Oahu, Kauai, Maui, Molokai, 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 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 bidders.

Issued May 5, 2026

EQUAL HOUSING OPPORTUNITY

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

INVITATION FOR BIDS (IFB) No. HO-11-2026

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids for the **Provision of Process Server Services on Oahu, Kauai, Maui, Molokai, and Hawaii Island.**

The Invitation for Bids, Specifications, and Bid Offer Form may be downloaded at the HPHA website at www.hpha.hawaii.gov beginning Tuesday, May 5, 2026. Sealed bids must be received at the HPHA, 1002 North School Street, Building E, Honolulu Hawaii 96817 no later than 2:00 p.m. Hawaii Standard Time (HST), Tuesday, May 26, 2026. Public opening of bids will commence at 2:15 p.m. HST, Tuesday, May 26, 2026 at the HPHA Contract and Procurement Office, Building G.

The HPHA will conduct a Pre-Bid Video Conference at 9:00 a.m. HST, Thursday, May 7, 2026. Please contact the IFB Coordinator for video conference information by 3:00 p.m. HST, Wednesday, May 6, 2026. Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference. Attendance at the Pre-Bid Video Conference is not required in order to submit a bid offer.

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. Please contact Ms. Tammie Wong, IFB Coordinator, at (808) 832-6071 if you have any questions.

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 applicable deliverables

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

Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the 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:

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:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6071
Email: tammie.y.wong@hawaii.gov

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

The offices responsible for monitoring the services performed under the resulting Contract(s) is the Hearings Office for the services on Oahu and the Property Management and Maintenance Services Branch for the services on the neighbor islands. The designated Contract Administrators are as follows:

Ms. Amanda Suyat
Hearings Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. A
Honolulu, Hawaii 96817

Ms. Kaui Seguancia
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

Any changes to the Contract Administrator or her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator(s) and shall be responsible for notifying 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 designated Officer-in-Charge is as follows:

Group No.	Island	Office Location	Officer-in-Charge
I	Oahu	Hearings Office 1002 N. School Street, Bldg. A., Honolulu, Hawaii 96817	Ms. Marisa Pirtle
II	Kauai	Asset Management Project 38 4726 Malu Road Kapaa, Hawaii 96746	Mr. Gary Gaines

Group No.	Island	Office Location	Officer-in-Charge
III	Maui & Molokai	Asset Management Project 39 2015 Holowai Place Wailuku, Hawaii 96793	Ms. Vanessa Medeiros
IV	Hawaii Island	Asset Management Project 37 600 Wailoa Street Hilo, Hawaii 96720	Ms. Laurie Aoki
		Asset Management Project 43 78-6725 Makolea Street Kailua-Kona, Hawaii 96740	Ms. Miri Sumeda
		Asset Management Project 46 65-1191 Opelo Road Kamuela, Hawaii 96743	Ms. Leilani Yamasaki

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	May 5, 2026
Distribution of Bid Specs/Bid Offer Form	May 5, 2026
Pre-Bid Video Conference	May 7, 2026, 9:00 a.m. HST
Written Questions Due to the HPHA	May 8, 2026
Written Responses Due from the HPHA	May 19, 2026
Bid Submittal Deadline	May 26, 2026, 2:00 p.m. HST
Bid Opening	May 26, 2026, 2:15 p.m. HST
Notice of Award	June 2026
Contract Execution	June 2026
Contract Start Date	July 1, 2026 or upon issuance of Notice to Proceed

The HPHA reserves the right to amend or revise the procurement timeline without prior written notice. Contract execution and start date are subject to the availability and release of funds. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Video Conference

Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference scheduled at 9:00 a.m. HST, Thursday, May 7, 2026. Bidders interested in attending the Pre-Bid Video Conference may contact the IFB Coordinator for video conference information by 2:00 p.m. HST, Thursday, May 6, 2026.

Attendance at the Pre-Bid Video Conference is not required in order to submit a bid offer. No additional compensation shall be allowed due to any misunderstanding or error regarding the conditions or work to be performed.

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

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in paragraph III of Section I 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 or electronic mail no later than Friday, May 15, 2026.

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 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 forms can be downloaded from HUDClips at https://www.hud.gov/hudclips/forms and are attached in Section 5 of this IFB. See Attachments 12 and 13.

B. Bid Submittal. Sealed bids shall be received by the HPHA at 1002 North School Street, Building E, Honolulu, Hawaii 96817 no later than 2:00 p.m. HST, Tuesday, May 26, 2026. The official receipt time for mailed-in and hand-delivered bid offers shall be the recorded time using the HPHA's time stamp clock. Deliveries by mail/courier services, including without limitation United States Postal Services and Federal Express, shall be considered hand deliveries. **Electronic mail 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. HO-11-2026). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail 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 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 wages not less than 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 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 of 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 shall request in writing for nondisclosure of designated proprietary data to be confidential and provide justification to support the designation of 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

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 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, Tuesday, May 26, 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 public 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 (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) An electronic written notice submitted via electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA, 1002 N. School Street, Building E, Honolulu, Hawaii 96817 within two (2) business days of receipt of 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. HO-11-2026).

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, 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 Bid Price in each group, which is the sum of the Total Bid Prices for the Initial Contract Period and all option years within each group on the Bid Offer Form. See Attachment 2. A bidder shall submit bid price(s) for all services solicited within a Group and complete the Bid Offer Form in its entirety to be considered responsive and eligible for award the respective Group. A bidder is not required to submit a bid offer for all Groups to be eligible for award. The award of a contract shall not be deemed as a commitment on the part of the HPHA to automatically exercise subsequent option period. and

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

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

No work shall be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2026 or upon issuance of 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 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 10 and 11.

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

Any notice to award, if any, 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/awards.

XXI. Availability of Funds

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 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 10. 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 11.

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 9. 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 process server services to facilitate formal, verifiable delivery of legal documents and enforce the writ of possession and return possession to the HPHA.

B. Area of Service

Process server services are solicited for all of the HPHA's properties located on Oahu, Kauai, Maui, Molokai and Hawaii Island. Bid offers are solicited by geographical location in groups as follows:

Group No.	Geographical Location
I	Oahu
II	Kauai
III	Maui and Molokai
IV	Hawaii Island

See Attachment 3 for property locations listed by Groups.

The Successful Bidder(s) shall be required to certify that it is capable of providing services to the applicable groups of properties contained in his/her bid offer during the initial Contract period and all applicable option periods.

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 (HUD). Funding and period of availability may change upon notice by the Governor, State Director of Finance, State Comptroller, and/or HUD to the HPHA.

It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is an available and

unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future 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. Prior to award of a Contract, the Successful Bidder shall 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. 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. 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

Prior to award of a Contract, 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 provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contract award and final payment purposes. Businesses electing to use the HCE services will be required to pay an annual subscription fee of $12.00.

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 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)	$1,000,000.00 per occurrence for bodily injury and personal property damage and $2,000,000.00 general aggregate.
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 policies required by the Contract shall contain the following clauses:

"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 Bidder 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 Bidder to enter into a pre-loss agreement to waive subrogation without an endorsement, Successful Bidder 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 Bidder 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 of 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.

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 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.

8. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business 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 14 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 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 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. The Successful Bidder shall 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.

   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.

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 4 – 11. 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.

The resulting Contract(s) are estimated quantity unit price Contract(s). The quantities solicited in this IFB are estimates and are used for the purpose of calculating the value of the Contract(s) to be awarded. See Attachment 2. The HPHA does not guarantee the actual quantities of services to be purchased under the resulting Contract.

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

The initial Contract period shall commence July 1, 2026 or upon issuance of a Notice to Proceed and end June 30, 2027.

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

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

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 unit price shall be the all-inclusive unit cost to the HPHA, including without limitation, personnel costs, benefits, equipment, applicable taxes, and all other costs incurred in the performance of the contracted services.

The unit price(s) shall comply with section 607-8, HRS, as follows:

1. All-inclusive one-time fee of $43 for delivery of each document as provided in section 607-8(a)(3), HRS;

2. All-inclusive hourly rate of no less than $50 for execution of the writ of possession and return of possession to the HPHA as provided in section 607-8(a)(3), HRS; and

3. Mileage rate of 60 cents for necessary travel for delivery/completion of the services as provided in section 607-8(a), HRS. The calculation of mileage shall be based on a round-trip calculation, starting at the Successful Bidder's place of business, proceeding to the delivery location, and ending at the Successful Bidder's place of business.

The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

G. Contract Price Adjustment Due to Increase in State Wages

At the release of this solicitation, the wages effective July 1, 2026 for State employees 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:

      https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-03-white-collar-non-supervisor-bu-04-white-collar-supervisor/

H. Contract Price Adjustment

Each bid offered herein shall be firm for the Initial Contract Period and each of the Option Years unless as provided in section 607-8, HRS.

III. SCOPE OF WORK

The Successful Bidder(s) shall provide process server services to the HPHA for its tenant population residing on Oahu, Kauai, Maui, Molokai, and Hawaii Island. See Attachment 3 for service locations.

A. Service Requirements

1. Pick-up legal documents at the designated HPHA Office as requested by the HPHA. See Attachment 3 for office locations.

2. Delivery of legal documents to tenants, including, without limitation, notices of hearing, findings of fact, conclusions of law, decision and order, subpoenas, and the posting of these notices or other related documents.

3. Services to enforce writs of possession ("Writ") and return possession to the HPHA/Asset Management Project, including, without limitation, the physical removal of persons ordered to vacate the property.

4. Writ enforcement services shall be conducted Monday through Friday between the hours of 8:00 a.m. HST and 3:00 p.m. HST except on Hawaii State government holidays. See Attachment 14.

5. Services shall be completed within five (5) business days of receipt of document from the HPHA, unless otherwise specified by the HPHA at the time of request. The HPHA reserves the right to require next-day delivery of document(s), same-day Writ execution, and/or next-day Writ execution upon the Successful Bidder's receipt of the document(s).

B. Management Requirements & Qualifications

1. Personnel

a. The Successful Bidder shall dedicate a local point of contact in the State of Hawaii under the resulting Contract. The local point of contract shall be accessible in person or via telephone during normal Hawaii State government business hours to address requests that require immediate attention.

Vacancy in the local point of contact position exceeding a 3-month period may be cause for termination of the resulting Contract unless there are circumstances beyond the control of the Successful Bidder and are acceptable to the HPHA.

b. The Successful Bidder shall ensure that all personnel meet minimum qualifications, including license and experience requirements as appropriate.

c. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.

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

e. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the HPHA upon written request by the Officer-In-Charge. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the contracted work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in

a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

2. Administrative

a. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The Successful Bidder shall comply with all relevant Federal and State laws and rules. Please note that businesses are responsible for knowing and complying with the most current laws.

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

i. Drug Free Workplace Policy;
ii. Sexual Harassment Awareness in the Workplace Policy;
iii. Non-Violence in the Workplace Policy;
iv. Standards of Conduct; and
v. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff are 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, no discrimination in the following:

i. Employment, upgrading, demotion, or transfer;
ii. Recruitment or recruitment advertising;
iii. Layoff or termination;
iv. Rates of pay or other forms of compensation; and
v. Selection for training, including apprenticeship.

The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

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.

c. The Successful Bidder employing 15 or more persons agree and shall take appropriate initial and continuing steps to provide written notice to 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.

d. 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.

3. Payment

The HPHA shall compensate the Successful Bidder for process server services rendered at the accepted unit 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 allowed by section 103-10, HRS, as amended.

b. The Successful Bidder shall submit itemized invoices listing service date, service address, name of recipient, description of service, quantity, and unit price/fee for payment.

c. The Successful Bidder shall submit original itemized invoices for services rendered as follows:

Group I (Oahu):
Hawaii Public Housing Authority
Hearings Office
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

Group II, III and IV (Kauai, Maui, Molokai, and Hawaii Island):
Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

d. 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 units of services rendered by the Successful Bidder.

e. Invoice(s) for services rendered from June 1st to June 15th shall be submitted to the HPHA by the 20th of June for payment processing to comply with the HPHA's fiscal year-end close out processes. For services rendered from June 16th to June 30th, the invoice(s) shall be submitted to the HPHA no later than July 15th for payment processing.

f. Every four (4) weeks, the HPHA will submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or

Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or payment adjustment purposes.

g. For final payment, the Successful Bidder must submit a valid tax clearance certificate. A valid tax clearance certificate shall be dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

a. 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 personnel observation, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

b. 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.

c. 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 are 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.

d. 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

Liquidated damages is 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.

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 Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*

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

See Attachment 15 - 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 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are responsible for carefully reviewing 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 July 1, 2026 or upon issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective July 1, 2026.

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 price per unit (unit price) shall be the all-inclusive price charged to the HPHA including, without limitation, personnel costs, benefits, equipment, applicable taxes, and all other costs incurred in the performance of the contracted services.

Bidders shall submit a bid price for all line items within a Group, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsive and eligible for award. See Attachment 2.

Bidders are reminded to submit the following 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 downloaded from HUDClips at www.hud.gov/hudclips/forms. See Attachment 12.

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 downloaded from HUDCLIPs at www.hud.gov/hudclips/forms. See Attachment 13.

(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 responsive and responsible bidder submitting the lowest Grand Total Bid Price for the respective Group on the Bid Offer Form. The Grand Total Bid Price is the sum of the Total Bid Prices submitted for the Initial Contract Period, Option Year 2 and Option Year 3 for a designated Group.

To be considered a responsive bid and eligible for an award, the bidder shall submit a unit 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 offer for all groups of properties.

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)

Section 5
Attachments

1.	Wage Certificate	Due May 26, 2026
2.	Bid Offer Form	Due May 26, 2026
3.	Service Locations	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 May 26, 2026
14.	2026 and 2027 Hawaii State Government Observed Holidays	For Bidder's Information
15.	Bid Submittal Checklist	For Bidder's Information

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