STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of April 30, 2026, between Hawaii Public Housing Authority, (Insert name of state department, agency, board or commission) State of Hawaii ("STATE"), by its Executive Director, (Insert title of person signing for State) (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1002 North School Street, Honolulu, Hawaii 96817 _____ and _____ ("CONTRACTOR"), a _____ (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor) under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to Section 356D-4, HRS, (Legal authority to enter into this Contract) the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) State General Funds (Identify state sources)

or (2) Federal Low Income Public Housing Operation Funds (Identify federal sources)

or both, in the following amounts: State $ _____

Federal $ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-08-2026 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS ($ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☑ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of n/a DOLLARS ($ 0.00).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and m ade a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence sh all be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachm ents and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Fifty and No/100---------- DOLLARS ($ 50.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class m ail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deem ed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

_____
(Signature)

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

_____
(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) **SS.**
_____ **COUNTY OF** _____)

On this _____ day of _____, _____ before me appeared

_____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

_____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

_____
(Signature)

(Notary Stamp or Seal)

_____
(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: Contract for Goods and Services Based Upon Competitive Sealed Bids

(Notary Stamp or Seal)

_____

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

_____

Date _____

Attachment – S1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____
PROPERTIES: Asset Management Project 30: Puuwai Momi
Asset Management Project 33: Kamehameha Homes, Kaahuamanu Homes
SERVICES: Security Services
IFB No. PMB-08-2026

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for security services: (1) Contract for Goods and Services Based on Competitive Sealed Bids including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, and Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids (IFB) PMB-08-2026 and all addenda; (5) CONTRACTOR's accepted bid offer dated _____. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR provides security services to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor, equipment, supplies and other means necessary to provide security services as described in IFB PMB-08-2026 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR's accepted bid offer and this Contract, the Contract shall prevail.

4. The CONTRACTOR shall furnish security services at the property listed below:

Asset Management Project	Property Name	Property Location
HI001000030 (AMP 30)	Puuwai Homes	99-132 Kohomua Street Aiea, Hawaii 96701
HI001000033 (AMP 33)	Kamehameha Homes	1541 Haka Drive Honolulu, Hawaii 96817
	Kaahumanu Homes	Alokele & Kaiwiula St. Honolulu, Hawaii 96817

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5. The CONTRACTOR shall provide security services at Puuwai Momi under AMP 30 as follows:

   a. Roving Foot Patrol:

   i. Provide roving foot patrol tours seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

   Sunday through Saturday [two (2) security officers/shift]
   24 hours per day: 6:00 a.m. to 2:00 p.m., eight (8) hour shift
   2:00 p.m. to 10:00 p.m., eight (8) hour shift
   10:00 p.m. to 6:00 a.m., eight (8) hour shift

   The HPHA reserves the right to change the period of coverage, including without limitation to the number of officers per shift and the number of hours per shift.

   ii. Conduct a minimum of eight (8) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and the entire grounds of the property during each eight (8) hour shift period following a pre-approved plan or an alternate plan as determined by the HPHA. Additional rounds shall be based on the CONTRACTOR's assessment and need or as requested by the Officer-in-Charge.

   Unusual situations which prevent the security personnel from conducting a minimum of eight (8) complete rounds of the entire grounds of the property shall be recorded in a logbook. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-in-Charge.

6. THE CONTRACTOR shall provide security services at Kamehameha Homes and Kaahumanu Homes under AMP 33 as one (1) contiguous property as follows:

   a. Roving Foot Patrol:

   i. Provide roving foot patrol tours seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

   Sunday thru Saturday [two (2) security officers/shift]
   9:00 p.m. to 6:00 a.m., nine (9) hour shift

   The HPHA reserves the right to change the period of coverage, including without limitation to the number of officers per shift and the number of hours per shift.

ii. Conduct a minimum of four (4) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and the entire grounds of the properties during each shift following a pre-approved plan or an alternate plan as determined by the HPHA. Additional rounds shall be based on the CONTRACTOR's assessment and need or as request by the Officer-in-Charge.

Unusual situations which prevent the security personnel from conducting a minimum of four (4) complete rounds of the entire grounds of the property shall be recorded in a logbook. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-in-Charge.

7. The CONTRACTOR shall also provide the following services at each property.

a. Investigate all disturbances and incidents that were observed or reported. Endeavor to abate nuisances and disturbances when possible, using tact and judgment to prevent or minimize disorder, quell disturbances, and maintain law and order. Investigation and follow up shall include, without limitation:

i. Be alert for suspicious persons and/or vehicles, vandalism to the HPHA property, buildings, and parking areas and resident's property.

ii. Report all fires to the Honolulu Fire Department and to the AMP Property Management Office.

iii. Enforce project rules and lease provisions pursuant to governing Federal public housing under Chapter 356D, Hawaii Revised Statutes (HRS), Chapter 17-2028 Hawaii Administrative Rules (HAR), and all other applicable HAR rules.

iv. Appropriately respond to HRS criminal violations, including without limitation, possessing or drinking alcoholic beverages in HPHA common area (see HRS section 281-78), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS section 711- 1101), criminal trespass, assault, harassment, and criminal property damage.

v. Enforce traffic and speed limit signs.

b. Determine the need for and to summon the Honolulu Police Department (HPD) when intervention or arrest is necessary. Cooperate with and assist the police, if necessary, and testify in court or administrative hearings when required.

c. Monitor parked vehicles on the property premises and initiate action to tow vehicles from the property as instructed by the Officer-in-Charge. Conduct visual

inspection of parking areas for applicable current parking decals and suspicious activities.

d. The CONTRACTOR may act on behalf of the Officer-in-Charge to issue a trespass warning, either verbally or in writing as instructed by the Officer-in-Charge. The CONTRACTOR shall cooperate with the HPD pertaining to issuance and/or enforcement of trespass notices. The Officer-in-Charge shall provide guidelines to the CONTRACTOR on issuance of trespass warnings.

e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with the residents the details of incidents on property without the express consent of the Officer-in-Charge.

f. Cooperate with local law enforcement on crime and drug prevention issues in and around the property.

g. Special Events:

The CONTRACTOR shall agree to change the security schedules for special events requiring increased security services as requested by the Officer-in-Charge. Changes to the security schedule may include increased number of hours per day or number of security personnel on a special event basis. Special events include, without limitation, an increase in criminal activity and increase in gang activity.

The HPHA provided a projected number of special event hours for each applicable Contract period as follows:

Projected Quantity of Special Event Hours			
AMP No.	Initial 12- Months	Option Year 2	Option Year 3
AMP 30	1,585	1,585	1,585
AMP 33	696	696	696

The Officer(s)-in-Charge may request special event services for up to 24 hours a day as deemed necessary by the HPHA. The projected number of special event hours is estimated. The HPHA shall determine the definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Officer-in-Charge shall coordinate the special event dates and times and provide no less than 48 hours advance notice to the Successful Bidder.

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h. Administrative and/or Judicial Hearings:

The CONTRACTOR agrees that security personnel shall appear at administrative and/or judicial proceedings to provide testimony when requested by the Officer-in-Charge. The Officer-in-Charge shall coordinate the administrative and/or judicial hearing dates and times with the CONTRACTOR on an as needed basis. The price per hour for appearing at administrative and judicial hearings shall not exceed the price per hour for regular scheduled security services.

The HPHA provided a projected number of administrative and/or judicial hearing hours for each applicable Contract period as follows:

Projected Quantity of Administrative and/or Judicial Hearing Hours			
AMP No.	Initial 12- Month	Option Year 2	Option Year 3
AMP 30	100	100	100
AMP 33	100	100	100

The projected number of administrative or judicial hearing hours is estimated. This does not imply that the HPHA will utilize the definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

i. Emergency Services:

The CONTRACTOR shall agree to change the security schedules in emergency situations and accommodate anticipated needs for increased security due to unforeseen circumstances as requested by the Officer-in-Charge. Changes to the security schedule may include increased number of hours per day or number of security personnel on an as needed basis. The HPHA shall provide not less than two (2) hours advance notice to the CONTRACTOR.

The HPHA is unable to provide a projected number of emergency hours for emergency services. The HPHA reserves the right to request/require any quantity of emergency service hours at the accepted bid price for the applicable Contract performance period.

8. Community Support

On a monthly basis, the CONTRACTOR shall provide a supervisor to participate in a community walk with the HPHA Officer-in-Charge or designee and/or a tenant community group. The community walk may be up to two (2) hours or at a length of time as determined necessary by the HPHA. If a community walk is not scheduled, the supervisor shall schedule and conduct his/her own walk. At the discretion of the HPHA,

the HPHA may require the walk to take place in the presence of personnel authorized by the HPHA. The purpose of the walk is to receive input from the HPHA management staff, tenants, and/or community volunteers.

9. Reporting Requirements

The CONTRACTOR shall:

a. Prepare and submit Security Logs and Incident Reports to the HPHA, covering in detail all disturbances, incidents, and violations of the HPHA or site rules and regulations that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available, and the names of all persons involved and unit numbers and shall be in a format to be specified by the HPHA. Photos to accompany reports whenever possible.
The Security Log shall coincide with the roving patrol tours conducted by roving patrol guard.
Security Log and Incident Reports are due to the Officer-in-Charge no later than 8:00 a.m. the next business day of an incident or as instructed otherwise by the HPHA.

b. One-Time Orientation:

1. The Successful Bidder's security officers assigned to the resulting Contract must attend a one-time orientation conducted by the HPHA prior to the start of services. The Orientation will be conducted on April 30, 2026, and will be approximately two (2) hours as follows.

2. Participation at the orientation shall be limited to the security officers who are assigned specifically to the properties under the resulting Contract unless otherwise approved by the HPHA. If parking is required, all security officers are to register personal vehicles with the Officer-in-Charge.

c. For incidents requiring the CONTRACTOR's action, the CONTRACTOR shall prepare and submit follow-up Incident Reports to the HPHA indicating corrective actions taken by the CONTRACTOR to prevent similar incidents from recurring. Follow-up Incident Reports shall be due to the Contract Administrator within five (5) business days of an incident or as instructed otherwise by the HPHA.

d. Prepare and submit a Security Log and Incident Report of Schedule Deviations to the HPHA indicating any work hours deviated from the security schedule as applicable. The Security Log and the Incident Report shall include security.

e. On a bi-weekly basis, prepare and submit daily check point printouts from the Watchman Recording Device, Detex or equal, to the Contract Administrator.

f. On a monthly basis, prepare and submit monthly reports of the community walk, incident reports and daily log sheets.

g. Submit Incident Report for Corporate Translation Services (CTS) or similar translation services used by next business day to Officer-in-Charge.

10. Equipment Requirements

a. The HPHA shall provide a Watchman Recording Device, Detex or equal for control and monitor of roving on the properties. The HPHA reserves the right to change the locations and/or number of check points due to unforeseen circumstances, including without limitation, emergency situations identified criminal hot spots. The HPHA shall be responsible for all costs and maintenance of the recording device.

a. All security officers shall be uniformed bearing the company name and/or logo with their name tags easily visible, without sidearms.

b. The CONTRACTOR shall provide each security officer with a walkie-talkie with hands-free capability. The CONTRACTOR shall also provide each security officer with a cellular phone or other appropriate means of communication, flashlight, and appropriate gear for inclement weather.

c. The CONTRACTOR shall provide and ensure that security officer have adequate raingear, flashlights, and/or headlamps for all shifts to complete the minimum roves and job duties.

d. The CONTRACTOR shall provide the security supervisor/dispatcher with a cellular phone or other appropriate means of communication. The CONTRACTOR shall provide tenants with access to a direct line or other appropriate means to the security officers for emergencies. The CONTRACTOR may post a central dispatch number for tenants to contact.

e. The CONTRACTOR shall be responsible for all equipment costs and maintenance of the cellular phone and/or other appropriate means of communication.

11. Facilities

The HPHA shall provide restroom facilities, where possible, within the property and may provide space which may include electricity, internet access, and telephone. The CONTRACTOR shall be responsible for the daily upkeep of all

assigned facilities. The CONTRACTOR shall also be responsible for any damages to the facilities caused by the CONTRACTOR's personnel.

12. Suspension of Security Services
Security service activities may be suspended at the discretion of the HPHA in the event of a natural disaster, including without limitation, hurricane, tsunami, and earthquake.

13. Managing Requirements and Qualifications (Minimum Requirements)

a. Personnel

i. The CONTRACTOR shall ensure that all personnel meet minimum qualifications to include: 1) licensing requirements pursuant to section 463- 10.5, HRS; 2) at least two (2) years relevant experience in law enforcement and/or security; and 3) one (1) year of experience with the CONTRACTOR.

ii. The CONTRACTOR's security officers assigned to the resulting Contract must attend a one-time orientation conducted by the HPHA prior to the start of services. The orientation will be conducted on April 30, 2026 and will be approximately two (2) hours as follows:

AMP No.	Location	Orientation Start Time	Attendance Not to Exceed
30	Mgmt Office	12:00 p.m. HST	8
32/33	Kamehameha Homes Community Center	2:00 p.m. HST	9

iii. The CONTRACTOR's supervisor shall have a minimum of one (1) year experience with law enforcement.

iv. The CONTRACTOR shall not assign a security officer to the property where he/she currently resides or where his/her immediate family currently resides

v. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes. The CONTRACTOR shall provide Officer-in-Charge upcoming work

schedule for the following week for security officers scheduled on property.

vi. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on STATE property and shall instruct security personnel to fully cooperate with the Officer-in-Charge. Security personnel shall refrain from socializing or fraternizing with the residents of the property while on duty.

vii. The CONTRACTOR agrees that security personnel shall not enter any occupied dwelling unit, except in the case of emergency or with the consent of the HPHA, the Officer-in-Charge or his/her designated representative.

viii. The CONTRACTOR shall remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-in-Charge. At the request of the HPHA, the CONTRACTOR shall remove immediately and shall not employ any person who in the opinion of the HPHA does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public or is subject to an administrative investigation by the STATE for alleged misconduct while performing his/her duties.

ix. The CONTRACTOR shall relieve any security officer who is arrested for any major crime activity or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform security duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.

x. The CONTRACTOR shall ensure that no security officer employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.

xi. The CONTRACTOR shall inform the Officer-in-Charge of all security officers employed under the resulting Contract who is a registered sex offender.

xii. The CONTRACTOR shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services

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required are satisfactorily performed. All security officers shall be under the supervision of the CONTRACTOR.

xiii. Security personnel will refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.

xiv. The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express consent of the HPHA.

xv. The CONTRACTOR shall select only those individuals capable of demonstrating the following:

(1) Ability to exercise good judgement.

(2) Maturity in conduct and attitude.

(3) Ability to communicate in English both verbally and in writing and read simple instructions.

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

xvi. Each security officer shall maintain a satisfactory level of drug-free general health at all times to work under the resulting Contract. The following are the minimum physical requirements:

(1) Able to hear at normal conversational level.

(2) Able to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and operating motor vehicles if required.

(3) Correctable vision to 20/20 in each eye.

xvii. During the performance of the Contract period(s), the CONTRACTOR shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The CONTRACTOR 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.

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xviii. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS, requires that all guards shall apply to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:

(1) Be not less than eighteen years of age.

(2) Possess a high school education or equivalent.

(3) Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession.

(4) Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitation, to the Private Security Officer Employment Authorization Act of 2004, and specified in the rules of the board; and

(5) Successfully complete eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction annually thereafter. Classroom instruction must be provided by an instructor who is approved by the board.

xix. The CONTRACTOR understands and agrees that the HPHA may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.

xx. 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.

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b. Administrative

i. The CONTRACTOR shall be required to attend quarterly meetings with the Officer-in-Charge and/or Contract Administrator. The day and time will be specified by the Officer-in-Charge and/or Contract Administrator. Necessary field visits shall be made as required.

ii. Every four (4) weeks, the Officer-in-Charge and/or Contract Administrator will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. The CONTRACTOR 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.

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

The CONTRACTOR 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:

(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.

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

The CONTRACTOR 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.

iv. The CONTRACTOR 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.

14. Performance 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 desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

b. Should the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR the costs from monies due or that may thereafter become due to the CONTRACTOR. Such costs may include the HPHA's cost of procuring such services. In the event that monies due to the CONTRACTOR are insufficient for this purpose, the CONTRACTOR 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 CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

Attachment – S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTIES: Asset Management Project 30: Puuwai Momi
Asset Management Project 33: Kamehameha Homes, Kaahuamanu Homes

SERVICES: Security Services
IFB No. PMB-08-2026

1. Subject to the availability, allocation and receipt of funds and the CONTRACTOR's full and timely performance of all contractual obligations, the CONTRACTOR shall be paid an amount of compensation not to exceed _____and ___/100 Dollars ($_____) for the initial Contract period.

   a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and ___/100 Dollars ($_____) for the initial Contract period.

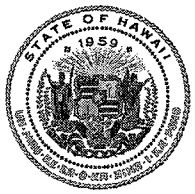
   b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____and ___/100 Dollars ($_____) for the initial Contract period.

   See attached and incorporated Exhibit A.

2. Federal funds are subject to 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 STATE. If there should be insufficient funds for any portion of the remaining Contract period(s) beyond the initial 12-month Contract period ending April 30, 2027, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. State funds 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. If there should be insufficient funds for any portion of the remainder of the Contract period, ending April 30, 2027, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

4. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:



Attachment – S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

a. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or 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 the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.

b. Separate invoices shall be submitted to the HPHA for services rendered at AMP 30 and AMP 33.

c. CONTRACTOR shall submit one (1) original itemized invoice for goods and services rendered on a monthly basis to:

Hawaii Public Housing Authority
Attn: 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 this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by HPHA that the CONTRACTOR has satisfactorily provided the services specified. Payment shall be made based on the actual man-hours of security services rendered by the CONTRACTOR.

e. Monthly invoices shall be itemized and include service date(s), security officer names, and man-hours of security services rendered for the previous month; Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month. A copy of the Schedule Deviation Incident Report shall be attached to each invoice as applicable.

f. Separate invoices shall be submitted for each of the following services and shall be paid through other means such as State purchase orders:

i. Roving patrol;

ii. Special events,

iii. Administrative and/or judicial hearings;

iii. Emergency services; and

iv. One-Time Orientation

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

g. 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 June16th to June 30th, the invoice shall be submitted to the HPHA not later than June 15th for payment processing.

h. For final payment, the CONTRACTOR must submit a valid tax clearance certificate. 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.

5. The CONTACTOR shall be compensated at the accepted unit bid price, which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.

6. The STATE is not responsible for overtime and shall not pay for any overtime.

Attachment – S3

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

PROPERTY: Asset Management Project 30: Puuwai Momi
Asset Management Project 33: Kamehameha Homes and Kaahumanu Homes

SERVICES: Security Services
IFB No. PMB-08-2026

1. The term of this Contract shall be effective April 30, 2026, 2026; 12:00 p.m. and ending on April 30, 2027; 12:00 p.m.

2. No services shall be rendered on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.

3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as listed in the original bid unless price adjustments are made and approved as provided in IFB PMB-08-2026 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	36 months

4. The initial Contract period shall commence on the STATE's issuance of a Notice to Proceed. The following conditions must be met for an extension:

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

   b. The STATE determines there is an ongoing need for the services and has funds to extend services for up to 24 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and

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

   d. The STATE may be required to obtain the U.S. Department of Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract if federal HUD funds are to be used as a funding source; and

   e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and

STATE OF HAWAII

TIME OF PERFORMANCE

f. The STATE has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and

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

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature) _____ (Date) _____

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature) _____ (Date) _____

(Print Name) _____

(Print Title, if designee of the Director of DHRD) _____

Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____
PROPERTIES: Asset Management Project 30: Puuwai Momi
Asset Management Project 33: Kamehameha Homes, Kaahuamanu Homes
SERVICES: Security Services
IFB No. PMB-08-2026

1. Insurance Requirements

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

Coverage	Limit
General Liability Insurance (occurrence form)	$2,000,000.00 combined single limit per occurrence for bodily injury and Insurance 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 CONTRACTOR and to all employees of sub-CONTRACTORs (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

a. 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, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.

STATE OF HAWAII

SPECIAL CONDITIONS

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

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

e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR'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 CONTRACTOR.

f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR 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.

2. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.

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

a. The work to be performed under the resulting 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 the resulting contract agree to comply with HUD regulations in 24 CFR part 75, which implements 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 part 75 regulations.

STATE OF HAWAII

SPECIAL CONDITIONS

c. The CONTRACTOR shall agree 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 CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR 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 the Contract for default, and debarment or suspension from future HUD assisted contracts.

4. The STATE shall monitor the performance of work on an ongoing basis through personal observation, site inspection, and/or other appropriate methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of IFB PMB-24-08 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case monies due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.

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

7. In the event of a conflict between the Federal General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.

8. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

9. Liquidated damages are fixed at the sum of FIFTY DOLLARS ($50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.

STATE OF HAWAII

SPECIAL CONDITIONS

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

11. Interchangeable Terms. The following terms shall be one and same:

    a. "STATE" and "HPHA".

    b. "Contract" and "Agreement".

    c. "CONTRACTOR" and "_____".

12. SMOKING PROHIBITION
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 Contractor 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. Smoking while on HPHA properties shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

13. SIGNING IN COUNTERPART AND ELECTRONIC SIGNATURE

    This Contract may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument. This Contract may also be executed by electronic signature.