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 _____, _____, 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 Chapter 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) _____ *(Identify state sources)*

or (2) _____ *(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 12-2026 ("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, and in accordance with the Scope of Services, Attachment 1, which is attached to and made 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, and in accordance with the Compensation and Payment Schedule, Attachment 2, which is attached to and made part of this Contract.

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, Attachment 3, which is attached to and 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 _____ DOLLARS ($ _____).

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 made 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 shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments 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 mail, 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 deemed 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.

FUNDING AGENCY

(if other than contracting agency)

(Name of Funding Agency)

(Signature)

(Print Name)

(Print Title)

(Date)

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

(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.

(Notary Stamp or Seal)

_____
(Signature)

_____
(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 _____

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR:

PROPERTIES:

SERVICES: Refuse Collection Services
IFB No. PMB-12-2026

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 refuse collection services: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments 1, 2, 3, Certificate of Exemption From Civil Service, and Special Conditions; (2) General Conditions, AG-008 103D General Conditions,; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation-for-Bids number PMB-12-2026 and the all addenda (IFB); (5) CONTRACTOR's accepted bid offer dated _____, 2026. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR shall provide refuse collection 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-12-2026 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR's accepted bid offer and this Contract, this Contract shall prevail.

4. Collection and Disposal

   The CONTRACTOR shall collect refuse from the properties according to the Service Schedule provided on the Bid Offer Form. See Exhibit A, attached hereto and incorporated herein.

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

   b. The CONTRACTOR shall clean the refuse container areas to keep the areas free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse containers replaced at the designated stations as applicable and in a condition which will be safe and accessible

to the users. Additional bags of trash located adjacent to the containers shall be removed and disposed of whenever additional trash is present.

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

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

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

f. The CONTRACTOR shall use a scout truck to facilitate refuse collection services for all cubic yard containers at the specified 17 properties listed in Exhibit 2. See Exhibit 2, attached hereto and incorporated herein.

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

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

5. Collection Schedule

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

STATE OF HAWAII

SCOPE OF SERVICES

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

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

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

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

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

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

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

f. Refuse collection services at properties undergoing modernization and/or redevelopment may be terminated for convenience or require changes to the quantity of containers and/or Service Schedule. The CONTRACTOR shall agree to the service changes with written notification provided by the HPHA. The accepted unit bid price(s) shall remain in effect for the respective contract period(s).

6. Refuse Containers

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

b. The 96-gallon mobile containers and 30-gallon trash cans/containers shall be provided by the CONTRACTOR. The number of containers required under the resulting Contract is specified in the Service Schedule. See Attachment 3, attached hereto and incorporated herein.

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

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

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

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

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

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

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

7. Refuse Container Maintenance

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

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

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

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

e. In the event the CONTRACTOR fails to maintain the refuse containers and the Contract Administrator notifies the CONTRACTOR of its failure to keep the containers in good repair and appearance, the CONTRACTOR shall replace the deficient refuse container with a refuse container acceptable to the Officer-in-Charge by the next scheduled pickup day. The CONTRACTOR shall notify the Officer-in-Charge within five (5) calendar days of the action(s) taken to correct the deficiency. Repeated failure of the CONTRACTOR to correct refuse container deficiencies on a timely basis or to respond to the Officer-in-Charge within five (5) calendar

days of the action taken to correct the deficiencies shall be deemed as sufficient cause for termination of the Contract.

8. Vehicle Listing and Standards

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

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

9. Equipment

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

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

10. Management Requirements & Qualifications (Minimum Requirements)

Personnel

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

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

c. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on HPHA property and shall instruct personnel to fully cooperate with the Officer-In-Charge.

d. The CONTRACTOR agrees to remove any of his/her employees from servicing or providing services to the HPHA, upon written request by the Officer-In-Charge. At the request of the HPHA, the CONTRACTOR 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.

e. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking law while on HPHA property. Such violation may be considered a breach of the resulting Contract and result in suspension or termination. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

11. Administrative

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

b. Every four (4) weeks, the Officer-In-Charge shall submit a report to the 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.

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

The 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.

STATE OF HAWAII

SCOPE OF SERVICES

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

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

The 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.

Attachment 2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR:

PROPERTIES:

SERVICES: Refuse Collection Services
IFB No. PMB-2023-15

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 xx/100 Dollars ($_____)** for the initial Contract period as follows:

   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 xx/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 xx/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 Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. State funds shall be 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 beyond the initial Contract period, 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:

   a. Pursuant to section 103-10, HRS, the Hawaii Public Housing Authority (HPHA) shall have 30 calendar days after receipt of a proper invoice and satisfactory

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

For this reason, the HPHA shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA shall reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

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

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

c. All invoices shall reference the Contract number assigned to the Contract and list the property name(s), dates of service, quantity and sizes of containers serviced for the previous month. Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-in-Charge or designee that the Successful Bidder has satisfactorily performed the services specified. Payment shall be made on the basis of actual containers serviced by the Successful Bidder.

Charges for extra pickups/collection services not specified in the Service Schedule and not added to the Contract by a Supplemental Contract, including without limitation extra yardage, extra containers, and unscheduled/emergency services, shall be submitted on a separate invoice and will be paid through other means such as a State purchase order.

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

e. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate, not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, link.

5. The CONTRACTOR 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 any overtime resulting from the CONTRACTOR's scheduling of employees.

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR:

PROPERTIES:

SERVICES: Refuse Collection Services
IFB No. PMB-12-2026

1. The term of this Contract shall be effective July 1, 2026 and ends on June 30, 2027.

2. No services shall be rendered on this Contract before a Notice to Proceed is issued. Any services rendered preformed 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 proposed in the original bid unless price adjustments are made and approved as provided in IFB no. PMB-12-2026 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 of up to 24 months with no extension to exceed a 12-month period. 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, allotted and received for an 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) _____

(Print Name) _____

(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) _____

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR:

PROPERTIES:

SERVICES: Refuse Collection Services
IFB No. PMB-12-2026

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.

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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.

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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.

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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.