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 July 1, 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 _____ under the laws of the State of _____,
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
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 Elderly Low Rent Public Housing Revolving Fund, State Family Low Rent Public Housing Revolving Fund
(Identify state sources)
or (2) Low Income Public Housing Operation Fund
(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 HO-11-2026 ("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 00/100 (See Special Conditions, Section 5) DOLLARS ($ _____) 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.

_____
(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 or 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.

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____

*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).

Attachment 1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTIES: _____

SERVICES: Process Server Services
IFB No. HO-11-2026

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 process server services: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments 1, 2, and 3; (2) Certificate of Exemption from Civil Services; (3) Special Conditions; (4) General Conditions, AG-008 103D General Conditions; (5) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (6) Invitation for Bids Number HO-11-2026 and all addenda (IFB); and (7) CONTRACTOR's accepted bid offer dated _____.

2. The CONTRACTOR shall provide process server 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 process server services as described in IFB HO-11-2026 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. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of this Contract, provide process server services to the HPHA on Oahu, Kauai, Maui, Molokai, and Hawaii Island. See attached and incorporated Exhibit A for service locations.

5. The CONTRACTOR shall provide process server services in accordance with the following:

   A. Service Requirements

      1) Pick-up legal documents at the designated HPHA Office as requested by the HPHA. See attached Exhibit A for office locations.

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

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

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

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

B. Management Requirements & Qualifications

1) Personnel

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

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

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

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

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

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

2) Administrative

a) During the performance of the resulting 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.

b) The CONTRACTOR shall maintain its own written administrative policies, at a minimum, addressing the following:

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

The 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:

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

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

STATE OF HAWAII

SCOPE OF SERVICES

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.

c) 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.

d) Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The 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. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

Service Locations

Group I - Oahu

HPHA Office (document pick-up location)	AMP/MU	Property	Service Location (document delivery location)	City
Hearings Office 1002 N. School Street, Bldg. A Honolulu, Hawaii 96817	30	Puuwai Momi	99-132 Kohomua Street	Aiea
	30	Hale Laulima	1184 Waimano Home Road	Pearl City
	30	Waipahu I	94-111 Pupupole Street, Apts. 1-19	Waipahu
	30	Waipahu II	94-132 Pupupuhi Street	Waipahu
	30	Salt Lake	2907 Ala Ilima Street	Honolulu
	31	Puahala Homes I	1638 Ahiahi Place, Bldg. 1 thru 6	Honolulu
	31	Puahala Homes II	1638 Ahiahi Place, Bldg. 7 thru 9	Honolulu
	31	Puahala Homes III	Ahiahi Pl. Bldg. 10 & Hala Dr. Bldg. 11	Honoulu
	31	Puahala Homes IV	Lanakila Avenue	Honolulu
	31	Kalihi Valley Homes	2250 Kalena Drive	Honolulu
	31	Hauiki Homes	Meyers Street	Honolulu
	32	Mayor Wright Homes	521 North Kukui Street	Honolulu
	33	Kaahumanu Homes	Alokele & Kaiwiula Street	Honolulu
	33	Kamehameha Homes	1541 Haka Drive	Honolulu
	34	Makua Alii	1541 Kalakaua Avenue	Honolulu
	34	Paoakalani	1583 Kalakaua Avenue	Honolulu
	34	Kalakaua Homes	1545 Kalakaua Ave.	Honolulu
	35	Punchbowl Homes	730 Captain Cooke Avenue	Honolulu
	35	Punchbowl Homes	730 Captain Cooke Avenue	Honolulu
	35	Kalanihuia	1220 Aala Street	Honolulu
	35	Makamae	21 South Kuakini Street	Honolulu
	35	Pumehana	1212 Kinau Street	Honolulu
	35	Spencer House	1035 Spencer Street	Honolulu
	40	Kuhio Homes	1411 Linapuni Street (Ahonui St.)	Honolulu
	40	Kuhio Park Terrace - Low Rise	1475 Linapuni Street	Honolulu
	42	Hale Poai	1001 N. School Street	Honolulu
	42	Halia Hale	851 North School Street	Honolulu
	42	Kamalu	94-941 Kau'uolu Place	Waipahu
	42	Hoolulu	94-943 Kau'olu Place	Waipahu
	42	Laiola	1 & 15 Ihoiho Place	Wahiawa

Group I - Oahu (cont'd)

HPHA Office (document pick-up location)	AMP	Property	Service Location (document delivery location)	City
Hearings Office 1002 N. School Street, Bldg. A Honolulu, Hawaii 96817	44	Maili I	Maliona Street	Waianae
	44	Nanakuli Homes	Lualei Place & Farrington Highway	Waianae
	44	Maili II	Keliikipi Street	Waianae
	44	Waimaha - Sunflower	85-186 McArthur Street	Waianae
	44	Kauiokalani	85-658 Farrington Highway	Waianae
	45	Waimanalo Homes	Humuniki Street & Humuna Place	Waimanalo
	45	Koolau Village	41-1027 Kamau Place	Kaneohe
	45	Kaneohe Apartments	45-503 & 45-507 Pahia Road	Kaneohe
	45	Hookipa Kahaluu	47-330 Ahuimanu Road	Kaneohe
	45	Kauhale Ohana	41-1260 Kalanianaole Highway	Waimanalo
	49	Wahiawa Terrace	300 Palm Street	Wahiawa
	49	Kupuna Home O Waialua	67-088 Goodale Avenue	Waialua
	49	Kauhale Nani	310 Cane Street	Wahiawa
	50	Palolo Valley Homes	2107 Ahe Street	Honolulu

Group II - Kauai

HPHA Office (document pick-up locations)	AMP/MU	Property	Service Location (document delivery location)	City
AMP 38 Management Office 4726 Malu Road Kapaa, Hawaii 96746	38	Hui O Hanamaulu	Laukona Street	Hanamaulu
	38	Kalaheo	Puu Road	Kalaheo
	38	Hale Nani Kai O Kea	4850 Kawaihau Road	Kapaa
	38	Kapaa	4276 Malu Road	Kapaa
	38	Hale Hoolulu	4264 Ala Muku Place	Kilauea
	38	Eleele Homes	Ahe Street	Eleele
	38	Hale Hoonanea	4401 Waialo Road	Eleele
	38	Kekaha Haaheo	8238 Iwipolena Road	Kekaha
	38	Kawailehua - Federal	5220 Paanau Road, Bld. D	Koloa
	38	Kawailehua - State	5220 Paanau Road, Bld. D	Koloa
	38	Home Nani	Moana & Laau Road	Waimea

Group III - Maui

HPHA Office (document pick-up locations)	AMP	Property	Service Location (document delivery location)	City
AMP 39 Management Office 2015 Holowai Place Wailuku, Hawaii 96793	39	Makani Kai Hale	35 Koapaka Lane	Waiehu
	39	Kahekili Terrace	2015 Holowai Place	Wailuku
	39	Kahekili Terrace	2015 Holowai Place	Wailuku

Group III - Molokai

HPHA Office (document pick-up locations)	AMP	Property	Service Location (document delivery location)	City
AMP 39 Management Office 119 Maunaloa Road Maunaloa, Hawaii 96770	39	Kahale Mua - Federal	Maunaloa	Maunaloa
	39	Kahale Mua - State	Maunaloa	Maunaloa

Group IV - Hawaii

HPHA Office (document pick-up locations)	AMP	Property	Service Location (document delivery location)	City
AMP 37 Management Office 600 Wailoa Street Hilo, Hawaii 96720	37	Hale Aloha O Puna	Keeau District	Keeau
	37	Hale Olaloa	144 Kamana Street	Hilo
	37	Kauhale O Hanakahi	19 Pamala Street	Hilo
	37	Lanikila Homes I	600 Wailoa Street	Hilo
	37	Lanikila Homes II	600 Wailoa Street	Hilo
	37	Lanikila Homes III	600 Wailoa Street	Hilo
	37	Lanakila Homes IIIA	600 Wailoa Street	Hilo
	37	Lanakila Homes IIIB	600 Wailoa Street	Hilo
	37	Lanakila Homes IV	600 Wailoa Street	Hilo
	37	Lokahi	Lokahi Circle	Hilo
	37	Pahala, Kau	96-1169 Kou Street	Pahala
	37	Pomaikai Homes	929 Ululani Street	Hilo
	37	Punahele Homes	Lokahi Place	Hilo
AMP 43 Management Office 78-6725 Makolea Street Kailua-Kona, Hawaii 96740	43	Hale Hookipa	Kealakekua, Kona	Kealakekua
	43	Ka Hale Kahaluu	78-6725 Makalea Street	Kailua-Kona
	43	Kaimalino	74-5060 Kealaka Street	Kailua-Kona
	43	Kealakehe	74-991 Manawale'a Street	Kailua-Kona
	43	Nani Olu	81-6650 Malahoa Highway	Kealakekua

Group IV - Hawaii (cont'd)

HPHA Office (document pick-up locations)	AMP	Property	Service Location (document delivery location)	City
AMP 46 Management Office 65-1191 Opelo Road Kamuela, Hawaii 96743	46	Hale Hauoli	45-540 Kaniaka Place	Honokaa
	46	Ke Kumu Ekolu	68-3385 Ke Kumu Place	Waikoloa
	46	Kekumu Elua	68-3367 Ke Kumu Place	Waikoloa
	46	Noelani I	65-1191 Opelo Road	Kamuela
	46	Noelani II	65-1191 Opelo Road	Kamuela

Attachment 2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTIES: _____

SERVICES: Process Server Services
IFB No. HO-11-2026

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 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 ___/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 B.

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.

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

   A. The HPHA shall compensate the CONTRACTOR for process server services rendered at the accepted unit prices, which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

B. 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.

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

D. The CONTRACTOR shall submit original itemized invoices for services rendered as follows:

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

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

E. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-in-Charge or designee that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of actual units of services rendered by the CONTRACTOR.

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

G. Every four (4) weeks, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or payment adjustment purposes.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

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

I. The STATE is not responsible for overtime and shall not pay any overtime resulting from the CONTRACTOR's scheduling of employees.

Attachment 3

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

PROPERTIES: _____

SERVICES: Process Server Services
IFB No. HO-11-2026

1. The term of this Contract shall be effective upon issuance of a Notice to Proceed and end June 30, 2027.

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 proposed in the original bid unless price adjustments are made and approved as provided in IFB HO-11-2026 or this Contract:

Initial term of Contract:	Up to 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. 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. 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 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)

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)

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____

PROPERTIES: _____

SERVICES: Process Server Services
IFB No. HO-11-2026

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

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

b. 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) 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.

c. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as 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.

d. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability 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 with this Contract.

e. 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.

f. 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.

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

   b. The parties to this Contract agree to comply with HUD regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

   c. The Successful Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Successful Offeror shall not subcontract with any subcontractor where the Successful Offeror has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

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

4. Performance Monitoring and Remedies

   a. The satisfactory performance of work shall be monitored by the Officer-in-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through personnel observation, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

   b. Should the 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 IFB No. HO-11-2026 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.

5. Modification to Form AG-003, Rev. August 2025

The following paragraph on Form AG-003, Contract for Goods and Services Based Upon Competitive Sealed Bids shall be modified as follows:

a. Paragraph 7 – Liquidated damages shall be deleted and replaced with the following:

Liquidated damages shall be assessed in the amount of Fifty and No/100 Dollars ($50.00) for each document per calendar day that the CONTRACTOR fails to perform in whole or in part any of its contractual obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the CONTRACTOR.

6. 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.

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

8. 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 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. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

9. 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.

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

a. "STATE" and "HPHA".

b. "Contract" and "Agreement".

c. "CONTRACTOR" and "Successful Bidder".