



**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  
November 1, 2020, 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 Corporation  
(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: \_\_\_\_\_  
Federal Tax ID No. ; State Tax ID No. \_\_\_\_\_

**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, the STATE  
(Legal authority to enter into this Contract)  
is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) tbd  
(Identify state sources)
- or (2) tbd  
(Identify federal sources)
- or both, in the following amounts: State \$ tbd  
Federal \$ tbd

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-2020-38 ("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 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 One hundred and No/100----- DOLLARS (\$ 100.00 \_\_\_\_\_) 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.

**STATE**

\_\_\_\_\_  
(Signature)  
Hakim Ouansafi  
\_\_\_\_\_  
(Print Name)  
Executive Director  
\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR**

\_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Print Title) \*

\_\_\_\_\_  
(Date)

CORPORATE SEAL  
(If available)

**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 \_\_\_\_\_

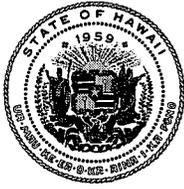


**STATE OF HAWAII**  
**SCOPE OF SERVICES**

**CONTRACTOR:** \_\_\_\_\_  
**PROPERTY:** Hawaii Public Housing Authority Administrative Offices  
 1002 North School Street, Honolulu, HI 96817  
**SERVICES:** Custodial Services  
 IFB PMB-2020-38

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 custodial 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) Invitation for Bids (IFB) PMB-2020-38 and all addenda; (4) CONTRACTOR's accepted bid offer dated October 12, 2020. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall provide custodial 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, cleaning equipment, cleaning supplies and materials, and other means necessary to provide custodial services as described in IFB PMB-2020-38 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 provide custodial services at the following HPHA Administrative Offices located at 1002 North School Street on Oahu:

Building / Trailer	Office	No. of Conference Rooms	Restroom Facilities	Square Footage
A	Board Room / Conference Rooms / Lunch Room	4	3 Toilets	6,850
B	Information Technology / Hearings	1	2 Toilets	1,650
C	Construction Management	2	2 Toilets 1 Urinal	2,800
D	Multi-Skilled Worker / Contract & Procurement	NA	2 Toilets 1 Urinal 1 Shower	5,100
D1	Outdoor Shower & Bathroom Facility	NA	2 Toilets 1 Urinal 2 Showers	225



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Cont'd

Table with 5 columns: Building / Trailer, Office, No. of Conference Rooms, Restroom Facilities, Square Footage. Rows include E, F1, G, H, J, L, M, and a Total row.

5. The CONTRACTOR shall provide custodial services as follows:

a. Work Schedule

- (1) The CONTRACTOR shall furnish a work schedule for the entire Contract period within two (2) weeks of Contract start date to the Contract Administrator.
(2) Daily custodial services shall be performed Monday through Friday, excluding State holidays.
(3) Weekly custodial services shall be performed on a weekday starting at 4:45 p.m. HST and shall end not later than 9:00 p.m. HST or as approved by the Contract Administrator.
(4) Monthly, Quarterly and Semi-annual cleaning services shall be performed on a single Saturday starting at 7:00 a.m. HST and shall end not later than 3:30 p.m. HST or as approved by the Contract Administrator.
(5) On-Call Service for carpet cleaning shall be performed within two (2) weeks of the HPHA's request for service.



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- (6) The HPHA reserves the right to make changes to the scheduled custodial services, including without limitation increasing or decreasing the building/offices to be serviced. Any changes will be made at the same or similar contract price for similar sized offices and upon written notification by the HPHA to the CONTRACTOR.
- b. Daily Custodial Services

The following daily custodial services shall be performed for all buildings and trailers except for Trailer F1:

- (1) Disinfect all "high touch" area to include, without limitation, door knobs, key pads on doors, door handles, breakroom tables, countertops, conference room tables, copier key pad and touch screen monitors, and typewriters.
- (2) Sweep and damp mop all non-carpeted floors with appropriate cleaning materials with the exception of the Building D storeroom.
- (3) Vacuum and spot clean all carpeted areas. Loose items, including without limitation, staples and paper clips that must be removed from carpet. Furniture moved while cleaning shall be returned to its original location.
- (4) Vacuum and clean baseboards, door frames, corners of walls, floors, ceiling and door jambs of debris, dust and cobwebs, and at areas where dust and cobwebs are observed.
- (5) Sweep, wet mop and disinfect the restroom floors. All wash basins, toilets and urinals shall be cleaned, inside and out, and disinfected. Refill paper towel dispensers.
- (6) Wipe clean restroom mirrors and soap dispensers, and refill soap dispensers.
- (7) Spot clean smudges on doors and walls, floor to a height of 72 inches.
- (8) Clean drinking fountains and kitchen sinks. Any stainless steel and chrome areas shall be wiped, polished and disinfected. Refill paper towel dispensers.
- (9) Clean and dust file cabinets, counter tops, office furniture, and partitions. Only those desktops that have been totally cleared shall be cleaned and wiped dry.



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- (10) Disinfect high-touch areas, to include without limitation, door knobs, key pads on doors, door handles, breakroom tables, countertops, conference room tables, copiers/printer key pad and touch screen monitors, and typewriters.
- (11) Empty wastebaskets and change plastic bag liners.
- (12) Clean both surfaces of glass doors located at Buildings A and E.
- (13) Clean both surfaces of the glass view window at the main entrance of Building C, H, and L.
- (14) Place all refuse in 55-gallon plastic bags and in the rubbish bin located near Buildings B and J.
- (15) Report lamp and/or bulb replacement to the Contract Administrator. Replacement shall be conducted at the discretion of the Contract Administrator.
- (16) Damp wipe all conference tables in offices and conference rooms in Buildings A, B, C, E, G, and M.
- (17) Damp wipe lunch room tables in Building A.

c. Weekly Custodial Services – Every seven (7)-day interval on a weekday.

The following weekly custodial services shall be performed for all buildings and trailers, except for Trailer F1:

- (1) Vacuum and clean all interior windows and windowsills on office doors and interior walls in Buildings A, B, C, D, E, and M.
- (2) Vacuum and clean exhaust vents in all restrooms.
- (3) Clean and disinfect all shower walls and shower floors using appropriate disinfectants. The use of bleach is not allowed.

d. Monthly Custodial Services – Every 30-day interval on a Saturday.

The following weekly custodial services shall be performed for all buildings and trailers, except for Trailer F1:

- (1) Vacuum and damp wipe all venetian/mini blinds, vacuum all draperies.



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- (2) Damp wipe all metal portions of partition panels, trim doorway and picture frames, and moldings.
  - (3) Clean all jalousies.
  - (4) Sweep and damp mop with appropriate cleaning materials the Building D storeroom floor.
  - (5) Vacuum and clean all air conditioning vents in Buildings A, C, E, and M.
  - (6) Dust all interior 3/4 walls in Buildings B, E, and L.
  - (7) Vacuum dust from wainscot and or moldings on all interior walls as applicable.
- e. Quarterly Cleaning Services – Every July, October, January, and April on a Saturday.

The following quarterly cleaning services shall be performed for all buildings and trailers, except Trailer F1:

- (1) Wax and buff all vinyl tile floors.
  - (2) Remove and clean all light fixtures, diffusers and plastic covers.
- f. Semi-Annual Cleaning Services – Every June and December on a Saturday.

The following semi-annual cleaning services shall be performed for all buildings and trailers, except Trailer F1:

- (1) Strip, wax, and buff all vinyl tile floors.
  - (2) Strip and seal all ceramic tile floors.
  - (3) Vacuum and shampoo all carpeted areas.
  - (4) Clean the inside and outside of all exterior building windows, inclusive of window screens.
- g. Weekly Custodial Services for Trailer F1 Restroom – Every Friday unless otherwise instructed by the HPHA.

- (1) Sweep, wet mop and disinfect the restroom floor. The wash basin and toilet shall be cleaned, inside and out, and disinfected. Refill paper towel dispenser.



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- (2) Wipe clean restroom mirror and soap dispenser, and refill the soap dispenser.
  - (3) Vacuum and clean exhaust vent.
  - (4) Clean and disinfect the shower wall and shower floor using appropriate disinfectants. The use of bleach is not allowed.
  - (5) Empty wastebasket and change plastic bag liner.
  - (6) Dust and wipe clean interior window and window sill.
- h. On-Call Service – as needed basis.
- (1) On-Call cleaning service to include vacuum and shampoo of all carpeted areas of specified buildings/trailers as requested by the HPHA.
  - (2) Contractor shall schedule and complete the carpet cleaning service within two (2) weeks of the HPHA's request for service.
- i. Equipment and Supplies
- (1) The CONTRACTOR shall furnish all labor, cleaning equipment, cleaning supplies and materials, and supervision to satisfactorily perform custodial services as outlined in the IFB and this Contract.  
  
The HPHA shall designate storage space for the CONTRACTOR's cleaning equipment, cleaning supplies and materials. Should storage space become unavailable during the contract term due to circumstances beyond the HPHA's control, the HPHA may allow the CONTRACTOR to bring a storage container on site. The HPHA may reimburse the CONTRACTOR for purchase of the storage container.
  - (2) The HPHA shall furnish toilet tissue, hand towels, liquid soap, toilet seat covers and plastic bags to the CONTRACTOR. It shall be the CONTRACTOR's responsibility to replenish these supplies in the proper receptacles or fixtures.  
  
The CONTRACTOR is responsible to provide written notice to notify the Contract Administrator when these supplies are needed. The CONTRACTOR shall request supplies not less than five (5) business days prior to the established pick-up day, unless it is approved otherwise by the Contract Administrator. The established pick-up day shall be a Thursday, unless it is approved otherwise by the Contract Administrator. If the pick-up day falls on a holiday, then the pick-up day will be on the next business



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day. The supply request and pick-up schedule may be changed upon notice issued by the HPHA.

- (3) The HPHA reserves the right to disapprove any cleaning chemical or equipment, which is determined unsatisfactory by the HPHA.

j. Requirements of Occupational Safety and Health Act

The CONTRACTOR shall maintain a Safety Data Sheet as required by the State of Hawaii, Department of Labor and Industrial Relations, Department of Occupational Safety and Health (DOSH), Occupational Safety and Health Standards, Title 12, Subtitle, 8, Part 8, Health Standards, section 12-203.1 for all chemicals stored at the HPHA facility.

The CONTRACTOR shall update the Safety Data Sheet as necessary and place the Safety Data Sheet at the designated HPHA facility used to store the CONTRACTOR's cleaning equipment, supplies and materials throughout the term of the Contract.

k. Quality of Work

All services shall be performed in a professional manner by personnel employed for their qualifications, knowledge, training, and proven skills to perform cleaning and custodial tasks efficiently and in a satisfactory manner. The CONTRACTOR shall agree to remove any of its employees for good cause upon written request by the Contract Administrator.

l. Re-Execution of Work

The CONTRACTOR shall re-execute any work that fails to conform to the requirements of the resulting Contract as determined by the Contract Administrator within 48 hours.

m. Security & Access

- (1) All employees must possess and wear picture identification tags with the CONTRACTOR's name or the CONTRACTOR's apparel. Family members and/or non-employees of the CONTRACTOR are not permitted at work sites during performance of work.
- (2) The CONTRACTOR shall be responsible for the security of the building during hours while services are being performed. When leaving, the CONTRACTOR shall lock all doors, windows, turn off all lights and air conditioners, and set all alarm systems.



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- (3) The CONTRACTOR shall prevent the entry of unauthorized person(s) into restricted areas. Cleaning personnel shall not provide access into facilities to any HPHA staff person or member of the general public without express consent of the Contract Administrator.
  - (4) Personnel shall maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing the details of incidents on the property, without the express consent of the Contract Administrator.
  - (5) The CONTRACTOR shall be responsible for HPHA key(s) loaned for entry and exit to the HPHA premises while performing services under the resulting Contract. The CONTRACTOR shall return all key(s) within 24 hours of the end of the Contract or when requested by the HPHA. The CONTRACTOR shall be charged for lock and key replacement(s) if key(s) are not returned within the 24-hour period.
- n. Changes to Custodial Service Requirements
- (1) The HPHA reserves the right to increase, decrease or change the custodial and/or cleaning service requirements and schedule. Any changes for increases, decreases in custodial service requirements or changes in custodial service schedules shall be by amendment to the Contract.
  - (2) The HPHA reserves the right to request commencement and scheduling of custodial services for any new building/trailers under the HPHA's responsibility. This request shall be by amendment to the Contract. The unit cost per building/trailer will be negotiated at the same or similar rates.
- o. Personnel Requirements
- (1) The CONTRACTOR shall ensure that all personnel meet minimum qualifications, including appropriate experience requirements, as appropriate.
  - (2) 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.
  - (3) 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 HPHA Contract Administrator. Custodial personnel shall refrain from socializing or fraternizing or



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interfering with HPHA office personnel while on duty.

- (4) 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 whom the HPHA determines 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.
- (5) The CONTRACTOR shall relieve any custodial personnel if arrested for any major crimes or felony, pending final resolution of the investigation. The HPHA has the final authority to allow the individual to perform custodial duties pending investigation, resolution or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.
- (6) The CONTRACTOR shall ensure that no custodial personnel 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.
- (7) The CONTRACTOR shall inform the Contract Administrator of all custodial personnel employed under the resulting Contract who is a registered sex offender.
- (8) The CONTRACTOR shall have a properly trained and licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All custodial personnel shall be under the supervision of the CONTRACTOR.
- (9) Custodial personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
- (10) The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided to the custodial personnel in the line of duty shall be treated as confidential. Custodial personnel shall refrain from providing confidential information to the tenants and the general public without the express consent of the HPHA.
- (11) The CONTRACTOR shall select only those individuals capable of demonstrating the following:
  - (1) Ability to exercise good judgement.
  - (2) Maturity in conduct and attitude.



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- (3) Ability to communicate in English and read simple instructions.
  - (4) Courtesy to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed appearance.
- (12) 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. Note that businesses are responsible for knowing and complying with the most current laws.
- p. Administrative Requirements
- (1) The CONTRACTOR shall be required to attend quarterly meetings with the Contract Administrator. The meeting dates and times will be specified by the Contract Administrator. Necessary field visits will be made as determined by the HPHA.
  - (2) Every four (4) weeks, the Contract Administrator will submit a report to the CONTRACTOR listing any discrepancies or contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes. Liquidated damages shall apply for failure to comply. See Specials Conditions, Attachment - S5 of Contract.
  - (3) Custodial personnel working under the resulting Contract shall sign in and sign out daily. The CONTRACTOR shall check with the Contract Administrator for the designated location for the log. The HPHA may use the monthly log to verify hours and wages to be paid to employees for services performed under the resulting Contract.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: \_\_\_\_\_  
 PROPERTY: Hawaii Public Housing Authority Administrative Offices  
 1002 North School, Honolulu, HI 96817  
 SERVICES: Custodial Services  
 IFB PMB-2020-38

1. Subject to the availability, allocation and receipt of funds and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract in an amount of compensation not to exceed \_\_\_\_\_ and xx/100 Dollars (\$) \_\_\_\_\_) for the initial 12-month Contract period.

See attached and incorporated Exhibit A.

2. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 12-month Contract period, ending October 31, 2021, 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. CONTRACTOR shall submit one (1) original 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

- 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. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contractor Administrator that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of buildings and trailers serviced by the CONTRACTOR.



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

- d. Monthly invoices shall be itemized and include custodial and cleaning service dates; Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month.
  - e. Charges for On-Call Services shall be submitted on a separate invoice and will be paid through other means such as a State purchase order.
  - f. Invoice for the month of June shall be submitted to the HPHA by the 20<sup>th</sup> of June for work performed for the period from June 1<sup>st</sup> to June 15<sup>th</sup> 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 16<sup>th</sup> to June 30<sup>th</sup>, the invoice shall be submitted to the HPHA not later than July 15<sup>th</sup> 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.
  - 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.
- 4. The CONTRACTOR shall be reimbursed at the accepted unit bid prices for each building/trailer, which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.
  - 5. The STATE shall not be responsible for overtime and shall not pay any overtime.
  - 6. 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 CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for these purposes, the CONTRACTOR shall pay the difference upon demand by the STATE.



STATE OF HAWAII  
**TIME OF PERFORMANCE**

CONTRACTOR: \_\_\_\_\_  
PROPERTY: Hawaii Public Housing Authority Administrative Offices  
1002 North School Street, Honolulu, HI 96817  
SERVICES: Custodial Services  
IFB PMB-2020-38

1. The term of this Contract for the provision of custodial services shall be for a 12-month period, beginning November 1, 2020 and ending October 31, 2021.
2. No services shall be rendered on this Contract before a Notice to Proceed is issued. Any services 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-2020-38 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. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract; 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 STATE will be required to obtain the Department of Human Resource Development's approval in writing of the extension prior to execution of a Supplemental Contract; and



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- f. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
- g. The STATE has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and
- h. 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)
Hakim Ouansafi
(Print Name)
Executive Director
(Print Title)

(Date)

\* 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.

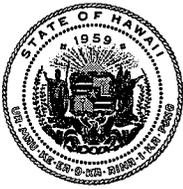
NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated;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

(Date)



STATE OF HAWAII  
SPECIAL CONDITIONS

CONTRACTOR: \_\_\_\_\_  
PROPERTY: Hawaii Public Housing Authority Administrative Offices  
1002 North School Street, Honolulu, HI 96817  
SERVICES: Custodial Services  
IFB PMB-2020-38

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.

<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> 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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**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. Fidelity Bond

The CONTRACTOR shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond which includes third party liability in a minimum of \$500,000.00. The fidelity bond shall cover all officers, employees, and agents of the CONTRACTOR and which shall protect the CONTRACTOR against loss by reason of, including but not limited to, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

The CONTRACTOR shall furnish at no cost or expense to the HPHA a certificate of such coverage within 30 days from the award of the Contract.

The CONTRACTOR agrees to deposit with the HPHA a valid certificate necessary to satisfy the HPHA that the Successful Bidder is in compliance with the fidelity bond provisions of the Contract and shall keep such bond in effect and the certificate on deposit with the HPHA during the entire term of the Contract.

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



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**SPECIAL CONDITIONS**

3. 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.
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-2020-38 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. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.
7. Interchangeable Terms. The following terms shall be one and same:
  - a. "STATE" and "HPHA".
  - b. "Contract" and "Agreement".
  - c. "CONTRACTOR" and "\_\_\_\_\_".
8. Liquidated damages shall be fixed at the sum of ONE HUNDRED and NO/DOLLARS (\$100.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.
9. 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 property. 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 extent under the law.



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**SPECIAL CONDITIONS**

10. Signage 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.

11. COVID-19 Pandemic

a. Due to the COVID-19 pandemic, the Contractor shall have their employees adhere to the following protocols while doing work on HPHA property.

- (1) Contact with tenants should be avoided with social distancing of a minimum of six (6) feet maintained;
- (2) Non-essential work that requires close contact should be avoided,
- (3) Wash or clean hands before entering or leaving the site with soap and water or hand sanitizer with at least 60% alcohol content;
- (4) Wear a face mask covering mouth and nose at all times on HPHA property; and
- (5) Workers with a fever, cough or other flu-like symptoms are not allowed on the jobsite.

b. Protocols for the COVID-19 pandemic will remain in effect until the Governor of Hawaii withdraws the Emergency Proclamation for COVID-19.