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, 2019, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1002 North School Street, Honolulu, Hawaii 96817
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

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

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

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

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

E. Pursuant to Section 356D-4, HRS, 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) Family Low Rent Public Housing Revolving Fund, Elderly Low Rent Public Housing Revolving Fund
(Identify state sources)
or (2) Low Income Public Housing Operating Funds
(Identify federal sources)
or both, in the following amounts: State $ _____
Federal $ _____

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2019-13 ("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 _____ 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 m ade a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence sh all be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachm ents and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of See Attachment - S5, Special Conditions, Section 9 ---------- 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 m ail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deem ed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

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

STATE

_____
(Signature)

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

_____
(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

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

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

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

On this _____ day of _____, _____ before me appeared _____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are _____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(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 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.

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

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____

Attachment - S1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____
PROPERTIES: State and Federal Low Income Public Housing Properties
SERVICES: Refrigerator Appliances
IFB No. PMB-2019-13

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 the provision of refrigerator appliances: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts , Form HUD-5370-C; (4) Invitation for Bids (IFB) number PMB-2019-13 and all addenda; (5) CONTRACTOR's accepted bid offer dated _____. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR shall provide refrigerator appliances 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 the following refrigerator appliances to the State and Federal low income public housing properties located on Oahu, Maui, Kauai, East Hawaii, West Hawaii, and Molokai:

Description	Make	Model No.
15 cu. ft. Refrigerator		
18 cu. ft. Refrigerator		
18 cu. ft. ADA Compliant Refrigerator		
21 cu. ft. Refrigerator		

See attached and incorporated Exhibit A.

4. Management Requirements & Qualifications (Minimum Requirements)

   a. Personnel

      (1) The CONTRACTOR shall dedicate a local point of contract in the State of Hawaii. 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 contract position exceeding a three (3) month period may be cause for termination of the Contract unless there are circumstances beyond the control of the CONTRACTOR and are acceptable to the HPHA.

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

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

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

(5) 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.

b. Administrative

(1) The CONTRACTOR shall be required to attend, at minimum, quarterly meetings or upon request by the Officer-In-Charge. The day and time will be specified by the Officer-In-Charge. Necessary field visits shall be made.

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

5. Minimum and/or Mandatory Requirements

a. Product Identification and Ordering

(1) All appliances shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all refrigerators according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each refrigerator in an accessible place.

The appliance shall also bear a permanent record of the manufacturer's name, address, model, and serial number.

STATE OF HAWAII

SCOPE OF SERVICES

b. Product Literature Certifications

(1) The CONTRACTOR must provide written instructions for care and operation of each refrigerator. A user's manual covering care and operation instructions must be provided with every appliance installation.

(2) The CONTRACTOR shall furnish a Descriptive Parts Book and a Service Manual for each refrigerator model upon the HPHA's request. The number of copies shall be determined by the HPHA for use at the properties and other HPHA personnel as appropriate.

c. Product Quality & Workmanship

(1) The refrigerators shall be new, clean, well-made, and free from any defects which may affect appearance or serviceability.

(2) Reference to standards, codes, regulations, and specifications shall meet the latest revision in effect as of the issuance date of this Invitation for Bids.

(3) The refrigerators shall be of a make and general type which has been manufactured for at least one (1) year and has given satisfactory service.

(4) When requested, a sample appliance shall be made available to the HPHA Procurement Officer for examination to verify compliance with the applicable specifications upon request.

(5) Welding and brazing shall be complete, uniform and properly fused with no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners shall not break, fracture, strip, or loosen when used and shall be self-locking or have locked washers when used on structural parts subject to vibration.

d. Delivery, Installation & Disposal of Appliances

(1) An Order Form with specific instructions shall be issued by the HPHA. Refrigerators shall be delivered and installed by the CONTRACTOR. The CONTRACTOR shall remove and dispose old refrigerators from the HPHA properties and install the new refrigerators in its place as requested by the HPHA. Services will be at various HPHA properties statewide, geographical locations include Oahu, Maui, Kauai, East Hawaii, West Hawaii, and Molokai. See Exhibit A.

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(2) The CONTRACTOR shall coordinate delivery and/or removal with the authorized HPHA representative identified in the order. The CONTRACTOR's personnel shall ensure refrigerators are in operating condition upon installation.

(3) Deliveries for single orders up to 75 units shall be made within 14 calendar days after receipt of the Order Form for the Island of Oahu properties and within 21 calendar days for the Islands of Maui, Kauai, Hawaii, and Molokai properties. The HPHA will work with the CONTRACTOR on an agreed upon delivery timeline for single orders and or multiple orders accumulate to more than 75 units within an agreed upon time period. Deliveries shall be made during normal Hawaii state government business hours, between 7:45 a.m. to 4:30 p.m. HST on weekdays with the exception of State holidays.

(4) CONTRACTOR is advised that elevators are available only in the Oahu elderly properties to include the Salt Lake Apartments and the Kalakaua Homes – Mid Rise. All other properties are not higher than three stories with staircase access for delivery. It shall be the CONTRACTOR's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).

(5) The HPHA shall inspect all refrigerators upon delivery or within 24 hours of installation for defects or problems. Any reports or defects or malfunctions shall be abated, repaired or replaced within 24 hours of notice.

(6) The CONTRACTOR shall carefully disconnect and remove old refrigerators from the HPHA properties and properly dispose of it in an approved landfill or approved recycler.

(7) All damages, including, without limitation floor scratches, gouges, wall and cabinet damage caused by the removal or installation of a refrigerator shall be corrected by the CONTRACTOR.

e. Product Ordering & Substitutions

(1) The HPHA shall have the right to purchase any quantity of refrigerators at the accepted bid offer prices specified on the CONTRACTOR's Bid Offer Form.

(2) Only one (1) make and model shall be furnished for each type/size of refrigerators. Refrigerators of each size delivered to fulfill one order to any property or to a section of a newly constructed property(ies) must be essentially comparable or interchangeable, including without limitation cabinet, evaporator, electrical and wiring items, cold control, thermostat, relay, refrigerating unit, cooling unit, motor and all other parts and components which constitute the complete assembly.

(3) If a CONTRACTOR is unable to deliver the appliance(s) under the Contract, it shall be the CONTRACTOR's responsibility to obtain prior approval from the HPHA to deliver an acceptable substitute. In the event the CONTRACTOR needs to substitute products, the HPHA reserves the right to terminate the Contract.

(4) If a particular item is discontinued from a manufacturer's line, the request to terminate must be submitted in writing to the HPHA Procurement Officer and shall include a copy of the CONTRACTOR's running record of purchases for the discontinued appliance listed by Asset Management Project/Management Unit number, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer not to exceed 10 days from date of receipt of the written request by the HPHA Procurement Officer. The CONTRACTOR shall honor all orders placed prior to the effective termination date.

In the event of the termination of an appliance, the HPHA reserves the option to purchase the appliance from another provider for the remainder of the contract period or until the CONTRACTOR can secure distribution rights for an acceptable substitute, or rebid the item, whichever is in the best interest of the HPHA.

f. Warranties

(1) The warranty period for all refrigerators shall be for a minimum of a 12-month period from the date of acceptance. The date of acceptance shall be designated as the date that the new refrigerator is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and any other expenses incurred in performing warranty work.

(2) During the warranty period, refrigerator repairs shall be completed within 24 hours of notice to the CONTRACTOR if notice is provided by 1:00 p.m. HST, Mondays to Fridays, except State holidays. The CONTRACTOR shall furnish a loaner appliance if requested by the HPHA to avoid unreasonable interruption of service.

(3) The CONTRACTOR shall have supplies/parts available to complete the repair of appliances on contract during the warranty period. If an appliance is not repaired within seven (7) business days after initial notification of the problem, the CONTRACTOR shall remove the inoperable refrigerator and deliver a new replacement refrigerator. The replacement refrigerator shall be delivered within 14 calendar days for Oahu properties or 21 calendar days for neighbor island destinations.

STATE OF HAWAII

SCOPE OF SERVICES

(4) The CONTRACTOR shall provide an emergency contact name and telephone number for emergency service calls during after hours, State holidays and weekends. The CONTRACTOR shall repair or replace and install parts necessary to make the appliance operative. The CONTRACTOR shall furnish a loaner appliance if requested by the HPHA to avoid any unreasonable interruption of service.

(5) A refrigerator shall be considered inoperative within the meaning of the preceding paragraph when the interior cabinet temperature rises above 50 degrees Fahrenheit and is maintained at such temperature for six (6) or more consecutive hours after the usual normal adjustments have been made, or other mechanical and electrical trouble affecting normal operations has been corrected.

(6) During the warranty period, the CONTRACTOR shall ensure all repairs are completed by a certified technician using approved parts in compliance with the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the CONTRACTOR shall replace the refrigerator at no cost to the HPHA.

g. Technical Specifications. The technical specifications are provided in IFB-PMB-2019-13, dated _____ for the following appliances:

Group A: 15 cu. ft., 18 cu. ft., and 21 cu. ft. Refrigerators
Group B: 18 cu. ft. ADA Compliant Refrigerators

Attachment – S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____
PROPERTIES: State and Federal Low Income Public Housing Properties
SERVICES: Refrigerator Appliances
IFB No. PMB-2019-13

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 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 an extended Contract period beyond the initial Contract period ending June 30, 2020, 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 Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient state funds for any portion of an extended Contract period beyond the initial Contract period ending June 30, 2020, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. The CONTRACTOR shall be compensated at the accepted bid price per appliance, which shall be the all-inclusive cost to the STATE including, without limitation all applicable taxes, delivery/installation, change to left hand door, and removal/disposal of the old appliance as specified in IFB No. PMB-2019-13. See Exhibit A.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

4. Upon execution of this Contract, payments shall be made on the basis of actual units delivered and installed by the CONTRACTOR and in accordance with and subject to the following:

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

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

   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.

   d. Invoices shall be itemized to include the specific type of refrigerators, quantities, services locations and dates of delivery for the previous month. The CONTRACTOR shall clearly indicate any adjustments made to the billing statement for work not performed, including, without limitation liquidated damages for failure to deliver the appliances within the required timeline.

   e. 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.

   f. 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.

   g. For final payment, the CONTRACTOR 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. 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 may request adjustments to the contracted price per appliance due to documented manufacturer's increase in product costs. The CONTRACTOR must submit a written request for the price adjustment, which includes a description of the calculations used to determine the requested adjustment. All price adjustments require written approval by the STATE.

6. The STATE reserves the right to purchase an indefinite amount of appliances. No term or condition in this Contract shall be interpreted as a commitment by the STATE to purchase a specific quantity of appliances.

7. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, including without limitation, water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to CONTRACTOR. In the event money due CONTRACTOR is insufficient for the purpose, CONTRACTOR shall pay the difference upon demand by STATE.

Attachment – S3

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____
PROPERTIES: State and Federal Low Income Public Housing Properties
SERVICES: Refrigerator Appliances
IFB No. PMB-2019-13

1. The term of this Contract shall be effective July 1, 2019 and ends on June 30, 2020.

2. No goods or services shall be issued, delivered, or installed on this Contract before a Notice to Proceed is issued. Any goods or services provided before issuance of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expenses.

3. The option to extend the Contract will be exercised at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as provided in the accepted bid offer unless price adjustments are made and approved as provided in IFB-PMB-2019-13 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 period shall commence on the Contract start date. 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 rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and

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

   d. The STATE may be required to obtain the U.S. Department of Housing and Urban Development (HUD) approval if federal HUD funds are to be used; and

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

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

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

Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature) (Date)

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

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

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

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

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

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

(Signature) (Date)

(Print Name)

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

Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____
PROPERTIES: State and Federal Low Income Public Housing Properties
SERVICES: Refrigerator Appliances
IFB No. PMB-2019-13

1. 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
Commercial General Liability Insurance (occurrence form)	$2,000,000.00 combined single limit per occurrence for bodily injury and 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, with respect to operations performed for the State of Hawaii under this Contract. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and to 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.

c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder 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.

STATE OF HAWAII

SPECIAL CONDITIONS

d. The CONTRACTOR will immediately provide written notice to the STATE 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 he/she conducts business and a local point of contact in the State of Hawaii where he/she will be accessible in person or via telephone during normal Hawaii State government business hours to address requests that require immediate attention. An 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's regulations in 24 CFR part 135, 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 135 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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d. The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. The CONTRACTOR shall 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 135.

e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

4. The STATE shall monitor the performance of work an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids (IFB) PMB-2016-43 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 money 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 that there is 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. 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.

8. 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 Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

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9. Modification to Form AG-003, Rev. 06/22/2009

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 appliance 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.

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

a. "STATE" and "HPHA".

b. "Contract" and "Agreement".

c. "CONTRACTOR" and "Successful Bidder".