

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 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 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 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)

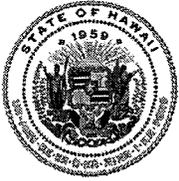
(Date)

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 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 _____

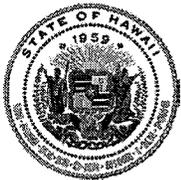
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTIES: State and Federal Low Income Public Housing Properties Statewide

SERVICES: Gas and Electric Ranges
IFB No. PMB-2020-20

- 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 gas and electric ranges (hereinafter collectively "appliances"): (1) Contract for Goods or Services Based Upon Competitive Sealed Bids, 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 No. PMB-2020-20 and all addenda; (5) CONTRACTOR's accepted bid offer dated _____. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall furnish the following gas and electric ranges to all State and Federal low income public housing properties statewide:

Table with 3 columns: Description, Make, Model. Rows include various range specifications such as 20" Free Standing, Electric; 24" Free Standing, Electric; 30" Free Standing, Electric; 30" Drop-In, Electric; 30" Drop-In, Electric - ADA; 20" Free Standing, Gas; 30" Free Standing, Gas; 30" Slide-In, Gas; 30" Slide-In, Gas - ADA.

- 3. Product Identification and Ordering

All appliances shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all ranges according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each range in an accessible place. The appliance shall also bear a permanent record of the manufacturer's name and address, the range model and serial number. Gas ranges shall also include the manufacturer's normal hourly British Thermal Unit (BTU) input rating for the oven, broiler and top burners.



STATE OF HAWAII
SCOPE OF SERVICES

4. Product Literature Certifications

- a. The CONTRACTOR shall provide written instructions for care and operation of each appliance. A user's manual covering care and operation shall be provided with each appliance installation.
- b. Upon request by the HPHA, the CONTRACTOR shall furnish a Descriptive Parts Book and a Service Manual for each model offered. This data will be required for proper ordering of replacement parts. The number of copies required shall be determined by the HPHA for use at the properties and other HPHA personnel.
- c. Approval Requirements. All appliances shall be approved by the Underwriters Laboratories (UL).

5. Product Quality & Workmanship

- a. The finished appliances shall be clean, well-made, and free from any defects, which may affect appearance or serviceability.
- b. Reference made to standards, codes, regulations and specifications shall mean the latest revision in effect at the date of the Invitation for Bids.
- c. The appliance(s) shall be of a make and general type which has been manufactured for at least one (1) year.
- d. When requested, a sample product shall be made available to the STATE for examination and verification of compliance with the applicable specifications.
- e. Welding and brazing shall be complete, uniform and properly fused, having 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 be broken, fractured, stripped, or loose and shall have locked washers or self-locking features when used on structural parts, subject to vibration.
- f. An unacceptable range must be replaced with an item of acceptable quality within one (1) week of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable appliance shall not relieve the Successful Bidder from the responsibility imposed upon it by the Contract. The acceptability of each appliance is at the sole discretion of the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable appliance



STATE OF HAWAII

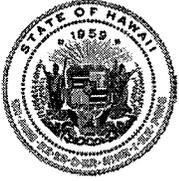
SCOPE OF SERVICES

6. Delivery, Installation & Disposal of Appliances

- a. The CONTRACTOR shall coordinate delivery and/or removal with the Officer-In-Charge as identified by the STATE. The CONTRACTOR's personnel shall ensure that all appliances are operational upon installation.
- b. Deliveries to Oahu properties shall be made within 14 calendar days after receipt of the order. Deliveries to the neighbor island destinations shall be made within 21 calendar days after receipt of the order. Deliveries shall be made during normal Hawaii State government business hours between 7:45 a.m. to 4:30 p.m., HST, on weekdays, except for State holidays.
- c. Elevator access are only available on the Oahu elderly properties, the Salt Lake Apartments, and the Kalakaua Homes Mid-Rise. It shall be the CONTRACTOR's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).
- d. The STATE shall inspect all appliances upon delivery or within 24 hours of installation for defects or problems. All reports or defects or malfunctions shall be abated, repaired or replaced within 24 hours of notice.
- e. Old ranges to be replaced shall be carefully disconnected and removed. Old ranges shall be properly disposed of in an approved landfill or approved recycler.
- f. All damages, including, but not limited to, floor scratches, gouges, walls, and cabinets caused by the removal or installation of an appliance shall be corrected by the CONTRACTOR.

7. Product Ordering & Substitutions

- a. The STATE shall have the right to purchase any quantity of appliances at the Contract prices listed on the CONTRACTOR's Bid Offer Form.
- b. If the CONTRACTOR is unable to deliver the product(s) under Contract, it shall be the CONTRACTOR'S responsibility to obtain prior approval of the HPHA to deliver an acceptable substitute. The HPHA reserves the right to terminate the Contract should the CONTRACTOR needs to substitute products.
- c. If a particular appliance is discontinued from a manufacturer's line, the request to terminate must be in writing to the Procurement Officer and shall include a copy of the CONTRACTOR's running record of purchases for the specific appliance by the Asset Management Project/Management Unit number, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer and will not exceed 10 days from the 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.



STATE OF HAWAII

SCOPE OF SERVICES

In the event of the termination of an appliance, the STATE reserves the option to 1) purchase the appliance from another CONTRACTOR for the remainder of the Contract period or until the CONTRACTOR can secure distribution rights for an acceptable substitute or 2) rebid the appliance for a new Contract, whichever is determined to be in the best interest of the STATE.

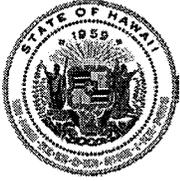
8. Warranties

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

For the Island of Molokai, full coverage shall include costs for parts, labor and other expenses except for air transportation as follows. In the event the CONTRACTOR does not have a certified technician on the Island, the CONTRACTOR shall be responsible to pay upfront the air transportation cost to send a certified technician to perform warranty work on the respective gas or electric range. The HPHA will reimburse the CONTRACTOR for the actual cost of air transportation or coach airfare, whichever is less, provided all receipts and other documentation, such as boarding pass(es) are submitted to the HPHA for cost reimbursement. All other costs associated with the travel shall be the CONTRACTOR's responsibility.

If the repair services require a return trip necessary to complete the repair of the same range, the CONTRACTOR shall obtain prior written approval from the HPHA.

- b. During the warranty period, the CONTRACTOR shall make operative repairs on appliances within 12 hours upon notice to the CONTRACTOR. Notices shall be 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 interruption of service.
- c. During the warranty period, the Successful Bidder shall have supplies/ parts available on hand to repair the appliances on contract. If the parts are not available, the Successful Bidder shall have seven (7) business days to make available the parts to repair the appliance. If the appliance is not repaired within seven (7) business days after initial notification of the problem, the Successful Bidder shall remove the inoperable range and deliver a new replacement range. The replacement range shall be delivered within 14 calendar days for Oahu properties or 21 calendar days for neighbor island destinations.



STATE OF HAWAII
SCOPE OF SERVICES

- d. For after hours, State holidays and weekend services, the CONTRACTOR shall furnish to the STATE, the name and telephone number for emergency calls. The CONTRACTOR shall repair or replace and install all parts necessary to make the appliance operative. If requested by the HPHA, the CONTRACTOR shall furnish a loaner appliance to avoid interruption of service.
 - e. During the warranty period, the CONTRACTOR shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the CONTRACTOR shall replace the appliance at no additional cost to the STATE.
9. Technical Specifications. The technical specifications are provided in IFB PMB-2020-20, dated May 19, 2020 for the following appliances:
- Group A: Free Standing Electric Range
 - Group B: Drop-In Electric Range
 - Group C: Free Standing and Slide-In Gas Range
 - Group C: Drop-In Electric Range, ADA
 - Group D: Slide-In Gas Range, ADA
10. Should there be a conflict between the Contract Scope of Services and the Invitation for Bids PMB-2020-20 Scope of Services, the Contract Scope of Services shall apply.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTIES: State and Federal Low Income Housing Properties Statewide

SERVICES: Gas and Electric Ranges
IFB No. PMB-2020-20

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 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 the STATE. If there should be insufficient federal funds for any portion of the remaining Contract period beyond the initial Contract period, ending June 30, 2021, the STATE may terminate the Contract or revise the amount/quantity of goods/services required without penalty.

State funds are subject to appropriation by the State's 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 funds for any portion of the remaining Contract period beyond the initial Contract period, ending June 30, 2021, the STATE may terminate the Contract or revise the amount/quantity of goods/services required without penalty.

3. The CONTRACTOR shall be reimbursed at the STATE accepted bid price per appliance, which shall be the all-inclusive cost to the STATE, including all applicable



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

taxes, for delivery/installation and removal/disposal of the old appliance as specified in IFB No. PMB-2020-20. See Exhibit A.

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

a. The 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 N. School Street
P.O. Box 17907
Honolulu, HI 96817

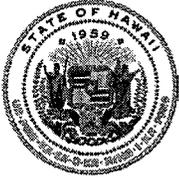
b. Invoice for the month of June shall be submitted to the HPHA by the 20th for the period from June 1st to June 15th for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not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

c. Section 103-10, HRS, provides that the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the goods/services to make payment. Upon receipt of the invoice, the STATE shall date stamp the invoice, and use this receipt date to calculate the 30 day payment period. For the purposes of this paragraph 4, the CONTRACTOR's invoice date shall not be considered.

d. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by the HPHA that the CONTRACTOR has satisfactorily provided the goods/services specified. Payment shall be made on the units of ranges/quantity of services provided by the CONTRACTOR as detailed in the bid offer form.

e. Invoices shall be itemized to include the specific type of ranges, 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.

f. Every four (4) weeks, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction.

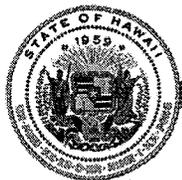


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

These discrepancies or Contract violation(s) must be corrected or implemented by the next reporting period to avoid delays in payment issuance or payment adjustment purposes. Liquidated damages shall apply for the Contractor's failure to comply.

- g. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). In lieu of the 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 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 quantity 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 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, STATE reserves the right to purchase goods/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 moneys due to the CONTRACTOR are insufficient for the purpose, CONTRACTOR shall pay the difference upon demand by STATE.



STATE OF HAWAII
TIME OF PERFORMANCE

CONTRACTOR: _____

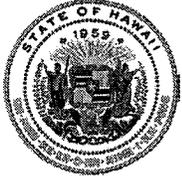
PROPERTIES: State and Federal Low Income Public Housing Properties Statewide

SERVICES: Gas and Electric Ranges
IFB No. PMB-2020-20

- 1. The term of this Contract shall be effective July 1, 2020 and ends on June 30, 2021.
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-2020-20 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



STATE OF HAWAII
TIME OF PERFORMANCE

- 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.



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: _____

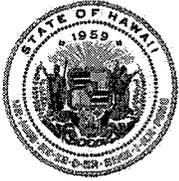
PROPERTIES: State and Federal Low Income Public Housing Properties Statewide

SERVICES: Gas and Electric Ranges
IFB No. PMB-2020-20

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.

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability Insurance (occurrence form)	<u>\$2,000,000.00</u> 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 <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> .
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).

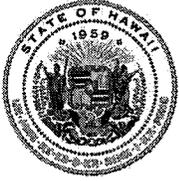
- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawaii 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



STATE OF HAWAII
SPECIAL CONDITIONS

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 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

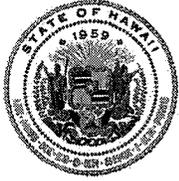


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clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum 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.

- 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 on 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,



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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 extent under the law.

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”.

11. 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.