



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of
between Hawaii Public Housing Authority (HPHA)
State of Hawaii ("STATE"), by its Executive Director
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 1002 North School Street, Honolulu, Hawaii 96817
and
("CONTRACTOR"), a
under the laws of the State of , 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 a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to Section 356D-4, HRS, the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1)
(Identify state sources)
or (2)
(Identify federal sources)
or both, in the following amounts: State \$
Federal \$

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

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number PMB-2019-06 ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), 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 RFP and CONTRACTOR'S Proposal.

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- _____).

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 RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ n/a _____ DOLLARS (\$ -0- _____) 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

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 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

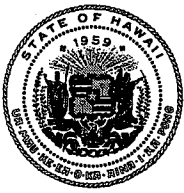
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
SCOPE OF SERVICES

Contractor:

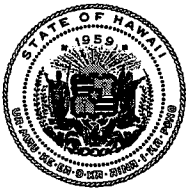
Services: Furnish and Deliver New Maintenance Vehicles to the Hawaii Public Housing Authority on Oahu, Maui, and Hawaii Island

IFB No.: PMB-2021-09

1. It is understood and agreed that the following documents, and any amendments or addenda shall comprise the Contract between the parties and the work to be performed by the CONTRACTOR to furnish financial review services: : (1) Contract for Goods or Services Based Upon Competitive Sealed Bids, including the Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) Invitation-for-Bids No. PMB-2021-09 dated March 2, 2021 and all addenda; and (4) CONTRACTOR's accepted bid offer received March 19, 2021. These documents are collectively referred to as the "Contract Documents".
2. Vehicle Delivery
 - a. In a satisfactory and proper manner as determined by the STATE, and in strict accordance with the terms and conditions of the Contract Documents, the CONTRACTOR shall delivery vehicles to the locations on Oahu, Maui, and Hawaii Island listed below:

Island	AMP	Address	Officer-In-Charge
Oahu	AMP 31	2250 Kalena Drive Honolulu, HI 96819	Ms. Julie Wiggett Ph: (808) 832-3336
Oahu	AMP 32	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
Oahu	AMP 35	1220 Aala Street Honolulu, HI 96813	Ms. Stephanie Fo Ph: (808) 586-9739
Oahu	COCC	1002 N. School Street Honolulu, HI 96827	Ms. Kauai Martinez Ph: (808) 823-4688
Hawaii	AMP 37	600 Wailoa Street Hilo, HI 96720	Mr. Mike Kakazu Ph: (808) 933-0474
Maui	AMP 39	2015 Holowai Place Wailuku, HI 96793	Ms. Vanessa Medeiros Ph: (808) 243-5001

- b. The CONTRACTOR shall coordinate delivery with the Officer-In-Charge or designee as stated above. New vehicles furnished under these specifications shall be delivered within ninety (90) calendar days of the official commencement date on the Notice to Proceed.



STATE OF HAWAII
SCOPE OF SERVICES

3. Warranties

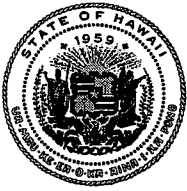
- a. At minimum, all vehicles provided under the terms of the agreement shall have a minimum extended seven (7) year/84,000 mile, original equipment manufacturer bumper to bumper warranty. Warranty documents including the CONTRACTOR's and manufacturer's, shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and the CONTRACTOR's warranty procedures.
- b. 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 vehicle at no additional cost to the HPHA.

4. EPA Requirement

- a. All vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency, and relevant updates/revisions.
- b. The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications, such stop order shall not relieve the Contractor of its obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

5. Certificates

- a. Current (within 30 days) Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle; Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer certification;
- d. Notarized Certificate Bill of Sale (not required of Oahu dealerships); and
- e. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g. vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.



STATE OF HAWAII
SCOPE OF SERVICES

6. Service Facility

- a. The CONTRACTOR shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island where the vehicles are delivered.
- b. If the CONTRACTOR does not have a facility on the island where the vehicle will be serviced, the CONTRACTOR shall arrange with a company on the island to provide the State with repair services and shall furnish the name and address of this facility in proposal. The State reserves the right to inspect the CONTRACTOR's repair and service shop to determine acceptability under this requirement.

7. Routine Maintenance

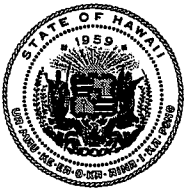
- a. Routine maintenance shall be conducted every 12 months or 12,000 miles whichever occurs first for a period of five (5) years. Preventive maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter, replace spark plugs, check level and refill brake fluid, check brake pads/liners, brake discs/drums and replace if worn out, check level and refill power steering fluid, check level and refill automatic transmission fluid, grease and lubricate components, inspect and replace timing belt or timing chain if needed, check condition of the tires, check for proper operation of all lights, wipers and tire rotation. The HPHA shall bring the vehicles to be serviced to the service facility identified in the CONTRACTOR's proposal.

8. Product Quality

- a. Vehicles furnished under these provisions and specifications shall be new and free from defects. An unacceptable item must be replaced with an item of acceptable quality within one (1) month of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable item shall not relieve the CONTRACTOR from the responsibility imposed upon the CONTRACTOR by this Contract. The acceptability of any vehicle is judged solely by the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable vehicle(s).

9. Administrative Requirements

- a. The CONTRACTOR shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person shall be able to respond to the HPHA's inquiries, complaints/ problems within one (1) working day.



STATE OF HAWAII
SCOPE OF SERVICES

10. Technical Specifications for New Vehicles

a. The CONTRACTOR shall provide the following:

- i. Oahu – Three (3) new flatbed trucks; One (1) new sport utility vehicle.
- ii. Maui – One (1) new flatbed truck.
- iii. Hawaii Island – One (1) new flatbed truck.

b. Minimum Specifications – New Flatbed Truck

The CONTRACTOR shall furnish and deliver **five (5) new flatbed trucks for delivery on Oahu, Maui and Hawaii Island** as follows:

- i. Model Year: 2021 or Newer
- ii. Model: Chevrolet Silverado 5500HD or Similar
- iii. Engine: 6.6 Liter V8 350hp

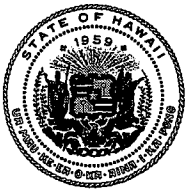
All vehicles shall comply with the U.S. Department of Energy’s Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels.

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
 - Dedicated compressed natural gas only (CNG); or
 - Bi-Fuel, compressed natural gas or gasoline (CNG2); or
 - Total Electric power from rechargeable batteries (Electric); or
 - Liquid Natural Gas "bi-fuel" (LNG2); or
 - Dedicated liquid propane only (LPG); or
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- iv. Transmission: 6-Speed Automatic
Rear Wheel Drive, With Overdrive and Tow / Haul Mode
 - v. Body/Cab: Cab with 2 Doors, 12 Foot Bed
GVWR 18,000 – 25,000
 - vi. Mechanical: Power 4-Wheel Disc Brakes with Rear Anti-Lock Brakes



STATE OF HAWAII
SCOPE OF SERVICES

- Front Disc
Power Rack and Pinion Steering
Hood Open Assist Mechanisms
- vii. Wheels: LT225/70R 19.5 Radial Tires
Spare tire With Underframe
Jack and Wheel Wrench
- viii. Suspension: Axles, Springs, and Shock Absorbers Must Meet
Manufacturers and Federal GAWR Requirements
- ix. Interior: Two (2) Passenger Seating Capacity with Seat Belt
Positions
Cruise Control
Adjustable Steering Wheel
Air Conditioning
AM / FM Radio
Auxiliary Port
Keyless Entry
Power Windows / Door Locks
Standard Floor Mats
Standard Vinyl or Cloth Upholstery
Vehicle Anti-Theft System
- x. Safety/Security Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors / Reminders
Alert Chimes
Side Intrusion Door Beams
On-Board Hands-Free Communication System
Back Up Camera
- xi. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Auto Headlamps
Rear and Brake Lamps
Windshield Wipers with Variable Speed
Stake Bed Body with Tread Plate Platform Floor
Tie Down Rings
Standard Removeable Galvanneal Steel Racks size, 36"
Swing Open Gate for Access on One Side
Lift Gate at Rear
- xii. Other Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of Delivery



STATE OF HAWAII
SCOPE OF SERVICES

Shop Repair Manual or Owner's Manual
Vehicle Safety Inspection Not Less Than 30 Days of
Expiration at Time of Delivery
Seven (7)-Year / 84,000 Miles Extended Warranty
Two (2) Sets of Keys
Back Up Alarm

c. Minimum Specifications – Sport Utility Vehicle

The CONTRACTOR shall furnish and deliver **one (1) new mid-size sport utility vehicle for Oahu**. All specifications / quantities listed represent a minimum specification, unless otherwise specified. Please indicate the specification(s) of the vehicle being offered; or circle "yes" or "no" as appropriate.

- i. Model Year: 2021 or newer
- ii. Model: Chevy Traverse, Jeep Grand Cherokee, Ford Explorer, or similar
- iii. Engine: 3.5 Liter
Six (6) Cylinder

The furnished vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. The furnished vehicle shall be an Alternative Fueled Vehicle (AFV). The furnished vehicle must be designed to operate on one (1) of the following fuels:

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
 - Dedicated compressed natural gas only (CNG); or
 - Bi-Fuel, compressed natural gas or gasoline (CNG2); or
 - Total Electric power from rechargeable batteries (Electric); or
 - Liquid Natural Gas "bi-fuel" (LNG2); or
 - Dedicated liquid propane only (LPG); or
 - Bi-Fuel liquid propane gas or Gasoline (LPG2)
- iv. Transmission: Six (6) Speed Automatic with Four (4) Wheel Drive Capability
 - v. Wheelbase: 114 – 125 Inches
 - vi. Length: 188 Inches
 - vii. Height: 69 Inches



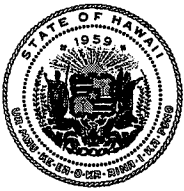
STATE OF HAWAII
SCOPE OF SERVICES

- viii. Steering: Power or Power Assisted
- ix. Mechanical: Power Four (4) Wheel Disc Brakes with Rear Anti Lock Brakes
Front Disc
Power Rack and Pinion Steering
Hood Open Assist Mechanisms
- x. Wheels: 16 Inch Radial Tires
Full Size Spare Tire
Jack and Wheel Wrench
- xi. Suspension: Axles, Springs, and Shock Absorbers Must Meet Manufacturers and Federal GAWR Requirements
- xii. Interior: Six (6) to Eight (8) Passenger Seating with Applicable Number of Seat Belt Positions
Adaptive Cruise Control
Adjustable Steering Wheel
Dual Air Conditioning
AM/FM Radio
Auxiliary Port
Keyless Entry
Power Windows/Door Locks
Standard Vinyl Upholstery
Standard Floor Mats
Vehicle Anti-Theft System
- xiii. Safety/Security: Dual Front Air Bags (SRS)
Safety Belt Pretensioners
Belt Usage Sensors/Reminders
Alert Chimes (Rear Parking Aid)
Side Intrusion Door Beams
On Board Hands Free Communication System
Back Up Camera
- xiv. Exterior: Color: Factory White or Silver (White Preferred)
Dual Outside Mirrors
Factory Tinted Glass; All Windows
Auto Headlamps
Rear and Brake Lamps
Windshield/Rear Wipers with Variable Speed
- xv. Other: Operator's Manual
Mileage Shall Not Exceed 500 Miles at Time of Delivery



STATE OF HAWAII
SCOPE OF SERVICES

Shop Repair Manual, Owner's Manual; Two (2)
Sets or Approved Substitute
Vehicle Safety Inspection Not Less Than 30 Days
of Expiration at Time of Delivery
Two (2) Sets of Keys
Seven (7) Year/84,000 Miles Extended Warranty
Quarterly Routine Maintenance



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Contractor:

Services: Furnish and Deliver New Maintenance Vehicles to the Hawaii Public Housing Authority on Oahu, Maui, and Hawaii Island

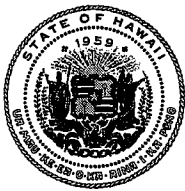
IFB No.: PMB-2021-09

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 an amount of compensation not to exceed a sum of money not to exceed _____ and xx/100 Dollars (\$ _____).

 - a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and xx/100 Dollars (\$ _____) for the initial 90-calender day Contract period.
 - b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and xx/100 Dollars (\$ _____) for the initial 90-calendar Contract period.

See attached and incorporated Exhibit A.

2. Federal funds shall be 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 funds for any portion of the remainder of the Contract period beyond the initial 120-day Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. State funds shall be subject to appropriation by the State 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 remainder of the Contract period(s) beyond the initial 90-day Contract period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
4. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
 - a. The CONTRACTOR shall submit one (1) original invoice as services are rendered to:

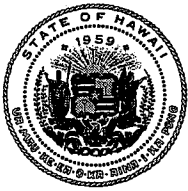


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

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

- b. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper 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.
- c. All invoices shall reference the assigned Contract number. Invoices shall be itemized to include island, type(s) of vehicle delivered, delivery date(s), unit price and a total amount due. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the CONTRACTOR has satisfactorily performed the services specified.



STATE OF HAWAII
TIME OF PERFORMANCE

Contractor:

Services: Furnish and Deliver New Flatbed Trucks to the Hawaii Public Housing Authority on Oahu, Maui, and Hawaii Island

IFB No.: PMB-2021-09

1. The term of this Contract for furnishing and delivering new flatbed trucks to the Hawaii Public Housing Authority on Oahu, Maui and Hawaii Island shall be for a 90 calendar day period upon issuance of the Notice to Proceed.
2. No services shall be performed on this Contract prior to the issuance of the Notice to Proceed.
3. The option to extend the Contract will be at the sole discretion of the STATE. The Contract may be extended, without the necessity of re-procuring, at the same rates as accepted in the original or amended proposal, unless price adjustments are made and approved as provided in the Invitation-for-Bids (IFB) No. PMB-2021-09 or this Contract:

Initial term of Contract:	90 Calendar Days
Length of each extension:	Up to 60 Calendar Days
Maximum length of Contract:	150 Calendar Days

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 120 calendar days. The Contract extension(s) shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as an increase in cost of services or cost of living increase; and
 - c. A Supplemental Contract must be executed prior to expiration of the primary Contract; and
 - d. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
 - e. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
 - f. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and



STATE OF HAWAII

TIME OF PERFORMANCE

- 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.

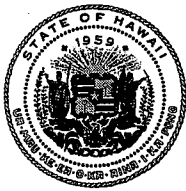
NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated;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

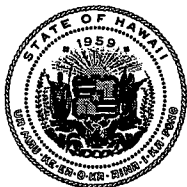
Services: Furnish and Deliver New Flatbed Trucks to the Hawaii Public Housing Authority on Oahu, Maui, and Hawaii Island

IFB No.: PMB-2021-09

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 coverage.

<u>Coverage</u>	<u>Limit</u>
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 laws of the State of Hawaii.	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 its 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. 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 the CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the



STATE OF HAWAII

SPECIAL CONDITIONS

full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

- d. The CONTRACTOR shall notify the HPHA in writing of any cancellation or change in provisions 30 calendar days prior to the effective date of such cancellation or change.
 - e. The HPHA 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 of Hawaii from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.
 3. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
 4. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.
 5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request-for-Proposals (RFP) No. HRO-2017-33 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 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, by law and rules.