

STATE OF HAWAII
SCOPE OF SERVICES

Contractor:

Services: Provide Quarterly Maintenance Services to New 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 Proposals, 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 and HUD General Conditions HUD Form 5370-C; (3) Invitation-for-Bids No. PMB-2020-07 dated April 2, 2020 and all addenda; and (4) CONTRACTOR's accepted proposal received _____, 2020. These documents are collectively referred to as the "Contract Documents".

2. Routine Maintenance

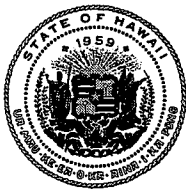
The CONTRACTOR shall conduct routine maintenance every three (3) months or 84,000 miles whichever occurs first for the initial 12-month Contract period. Preventive maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter, replace spark plugs, 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.

3. Service Facility

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 located. The service facility shall be as follows:

Island	Location/Phone No.
Oahu	
Maui	
Hawaii Island	

a. The State reserves the right to inspect the CONTRACTOR's repair and service shop to determine acceptability under this requirement.



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4. Number and Type Vehicle(s)

The CONTRACTOR shall conduct quarterly routine maintenance to the following vehicles as follows:

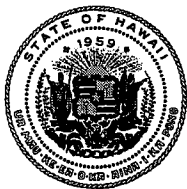
Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Oahu	1				
	2				
	3				
	4				

Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Maui	1				

Island		Make/Model	Year	Vehicle Identification Number (VIN)	License No.
Hawaii	1				

5. 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

COMPENSATION AND PAYMENT SCHEDULE

Contractor:

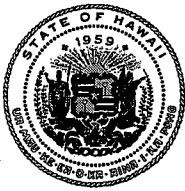
Services: Provide Quarterly Maintenance to New Vehicles to the Hawaii Public Housing Authority on Oahu, Kauai, Maui, Molokai and Hawaii Island

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 _____ and **xx/100 Dollars (\$_____)** for the initial 12-month 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 xx/100 Dollars (\$_____)**.
 - 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 (\$_____)**.

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 12-month 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 12-month 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 a monthly invoice, one original for services rendered to:

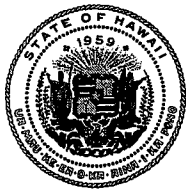


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COMPENSATION AND PAYMENT SCHEDULE

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

- b. 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 services to make payment. The aging date of the invoice shall be the latter of the two: 1) date of invoice or 2) postmark of original invoice received via United States Postal Service or other method of delivery.
- 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 Contract Administrator that the CONTRACTOR has satisfactorily performed the services specified.



STATE OF HAWAII
TIME OF PERFORMANCE

Contractor:

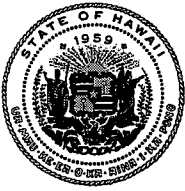
Services: Furnish Quarterly Routine Maintenance to New Vehicles to the Hawaii Public Housing Authority on Oahu, Kauai, Maui, Molokai and Hawaii Island

IFB No.: IFB-2021-09

1. The term of this Contract for furnishing quarterly routine maintenance to new vehicles for the Hawaii Public Housing Authority on Oahu, Maui and Hawaii Island shall be for a 12-month 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. Any services rendered prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
3. The option to extend the Contract 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:

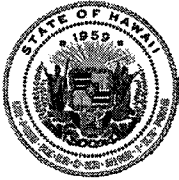
Initial term of Contract:	12 months
Length of each extension:	Up to 12 Months
Maximum length of Contract:	60 Months

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 48 months with no extension period to exceed a 12-month period. 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:

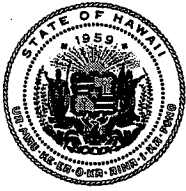
Services: Provide Quarterly Maintenance to New Vehicles to the Hawaii Public Housing Authority on Oahu, Maui, and Hawaii Island

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. PMB-2019-26 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.