STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____________, _____________, between _____________________________, (Insert name of state department, agency, board or commission), Hawaii Public Housing Authority, (Insert title of person signing for State) 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 ____________, Honolulu, Hawaii 96817 and __________________________________________________________

("CONTRACTOR"), a _____________________________________________, (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor) under the laws of the State of _____________________________, whose business address and federal and state taxpayer identification numbers are as follows: __________________________________________________________________________

________________________________________________________

RECATALS

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

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

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

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

E. Pursuant to Section 356D-4, HRS (Legal authority to enter into this Contract), 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 Invitation for Bids number PMB-2021-12 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed ________________.
($_________), including approved costs incurred and taxes, at the time and in the manner set
forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR
under this Contract shall be performed and completed in accordance with the Time of Performance set
forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☑ is not required to
provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the
amount of n/a DOLLARS ($0.00).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the
CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special
Conditions are attached to and made a part of this Contract. In the event of a conflict between the
General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a
conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including
all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the
CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of
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

(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.

_________________________________________

(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: Provide Quarterly Routine Maintenance Services to Hawaii Public Housing Authority's New Sport Utility Vehicle on Oahu 
IFB No.: PMB-2021-12

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 provide quarterly maintenance services to a new vehicle: (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) Invitation-for-Bids No. PMB 2021-12 dated April 1, 2021 and all addenda; and (4) CONTRACTOR's accepted bid received ______, 2021. These documents are collectively referred to as the "Contract Documents".

1. 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.

2. 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:

Name 
Street Address 
City, State, Zip Code 
Phone Number 

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

3. Vehicle Type

The CONTRACTOR shall conduct quarterly routine maintenance to the following vehicle as follows:
## SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>Island</th>
<th>Make/Model</th>
<th>Year</th>
<th>Vehicle Identification Number (VIN)</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oahu</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. 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 HAWAI'I

COMPENSATION AND PAYMENT SCHEDULE

Contractor:

Services: Provide Quarterly Routine Maintenance to the Hawaii Public Housing Authority's New Sport Utility Vehicle on Oahu

IFB No.: PMB-2021-12

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:

See attached and incorporated Exhibit A.

2. State funds shall be subject to appropriation by the State Legislature and allocation by the Governor and/or State Director of Finance. 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.

3. 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:

   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 the Hawaii Public Housing Authority’s New Sport Utility Vehicle on Oahu
IFB No.: PMB-2021-12

1. The term of this Contract for furnishing quarterly routine maintenance to the vehicle for the Hawaii Public Housing Authority on Oahu 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-2021-12 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
g. Necessary State and/or Federal funds are appropriated and allotted for an extension.
STATE OF HAWAI'I

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)

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

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

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

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

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

(Signature)  
(Date)  
(Print Name)  
(Print Title, if designee of the Director of DHRD)
## STATE OF HAWAII
### SPECIAL CONDITIONS

**Contractor:**

**Services:** Provide Quarterly Routine Maintenance to the Hawaii Public Housing Authority's New Sport Utility Vehicle on Oahu

**IFB No.:** PMB-2021-12

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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability Insurance</strong></td>
<td>$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.</td>
</tr>
<tr>
<td>(occurrence form)</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Insurance</strong></td>
<td>Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR combined single limit of $2,000,000.00.</td>
</tr>
<tr>
<td>covering all owned, non-owned and hired automobiles.</td>
<td></td>
</tr>
<tr>
<td><strong>Workers Compensation</strong></td>
<td>Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of subcontractors (in case any sub-contractor fails to provide adequate similar protection for all its employees).</td>
</tr>
<tr>
<td>as required by laws of the State of Hawaii.</td>
<td></td>
</tr>
</tbody>
</table>

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
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 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 Invitation-for-Bids (IFB) No. PMB-2021-12 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.