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 __________________, Hawaii Public Housing Authority, (Insert name of state department, agency, board or commission) and __________________, Executive Director, (insert title of person signing for State) (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee (“HOPE”)), whose address is ________________, Honolulu, Hawaii 96817 and __________________, (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 SPB-2021-15 (“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 ___________________________ 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 ___________________________ 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 Quansafi  
(Print Name)  
Executive Director  
(Print Title)

(Date)

**CORPORATE SEAL**  
(If available)

**CONTRACTOR**

(Signature)  
(Name of Contractor)  
(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

CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resource 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

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 ________________________________

AG-010 Rev 11/15/2005
STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: Quality Control Service Review of Tenant Income Recertification Files for the Section 8 Housing Choice Voucher Program on Oahu
SERVICES: IFB SPB-2021-15

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 quality control service review of tenant income recertification files for the Section 8 Housing Choice Voucher Program on Oahu: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids (IFB) number SPB-2021-15 and all addenda; (5) CONTRACTOR's accepted bid offer dated ________________. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR shall provide quality control service review of tenant income recertification files for the Section 8 Housing Choice Voucher Program to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide quality control service review of tenant income recertification files for the Section 8 Housing Choice Voucher Program as described in IFB No. SPB-2021-15 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, the Contract shall prevail.

4. The CONTRACTOR shall provide quality control service review of tenant income recertification files for the Hawaii Public Housing Authority Section 8 Housing Voucher Program. Files will be provided to the CONTRACTOR electronically. Tenant income recertification files may include new tenant admission files, interim recertifications and annual tenant recertification files for existing tenants. Quantities of files to be serviced by the CONTRACTOR are estimated and there is no commitment by the HPHA as to the minimum and or maximum number of files to be serviced by the CONTRACTOR.

A. Initial Contract Term. Approximately 3,200 files will be required for quality control service reviews in the Initial Contract Term beginning June 7, 2021 or upon the HPHA's issuance of a Notice to Proceed and ending September 30, 2021. Below is the tentative schedule of files to be provided and required turnaround time to complete the quality control service review of the files provided during the Initial Contract Term:
### STATE OF HAWAII

### SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>Tentative Schedule of Files Made Available to Successful Bidder for Services</th>
<th>Estimated Quantity of Files</th>
<th>Time Frame to Complete Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 7, 2021 or upon the HPHA’s issuance of a Notice to Proceed (NTP)</td>
<td>800</td>
<td>4 weeks; provide weekly report of file discrepancies to the HPHA on completed files</td>
</tr>
<tr>
<td>July 7, 2021 or four (4) weeks from the HPHA’s issuance of a NTP</td>
<td>800</td>
<td>4 weeks after first 800 deadline; provide weekly report of file discrepancies to the HPHA on completed files</td>
</tr>
<tr>
<td>July 21, 2021 or six (6) weeks from the HPHA’s issuance of a NTP</td>
<td>800</td>
<td>4 weeks after second deadline; provide weekly report of file discrepancies to the HPHA on completed files</td>
</tr>
<tr>
<td>August 4, 2021 or eight (8) weeks from the HPHA’s issuance of a NTP</td>
<td>800</td>
<td>September 30, 2021; provide weekly report of file discrepancies to the HPHA on completed files</td>
</tr>
</tbody>
</table>

The HPHA reserves the right to request for services with deviations to the tentative schedule and required turnaround time as specified above. Specific due date and time for completion of the quality control service review of the files will be mutually agreed upon at the time of request should deviations are requested.

**B. Additional 12-Month Period (Option Year).** Approximately 200 files may be required for quality control service review in the Option Year subsequent to the Initial Contract Term and will be requested monthly on an as-needed basis. The option to extend the Contract will be exercised at the sole discretion of the HPHA and may be extended for less than a 12-month period with consideration to the Successful Bidder’s performance.

Below is the required turnaround time to complete the quality control service review of the files provided during the Option Year Period:

<table>
<thead>
<tr>
<th>Quantity of Files in Service Request</th>
<th>Time Frame to Complete Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 10 Files</td>
<td>1 Business Day</td>
</tr>
<tr>
<td>Between 11 to 30 Files</td>
<td>3 Business Days</td>
</tr>
<tr>
<td>Between 31 to 50 Files</td>
<td>5 Business Days</td>
</tr>
<tr>
<td>Between 51 to 100 Files</td>
<td>10 Business Days</td>
</tr>
<tr>
<td>Between 101 to 150 Files</td>
<td>15 Business Days</td>
</tr>
<tr>
<td>Between 151 to 200 Files</td>
<td>20 Business Days</td>
</tr>
</tbody>
</table>
STATE OF HAWAII

SCOPE OF SERVICES

The HPHA reserves the right to request for services with deviations to the above requirements, specific due date and time for completion of the quality control service review of the files will be mutually agreed upon at the time of request should deviations are requested.

C. Service Activities for Quality Control Service Review of Tenant Income Recertification Files shall include:

1) Upon receipt of the Service Request with the assigned quality control files, the Successful Bidder shall perform the following quality control service reviews, including without limitation:

   a. Review each file for the most annual recertification documents and any applicable interim recertification documents leading up to the most recent annual recertification.

   b. Conduct quality control service review and document the review using the applicable Interim Reviews and/or Annual Reviews Checklist(s) in accordance with HUD and HPHA policies and procedures. A separate Checklist shall be completed for the annual recertification and any applicable interim recertification(s) documented in each case file.

   c. Prepare a Tenant File Review Summary Report capturing the six (6) components below for each Service Request:

      1) Accurate waitlist selection,
      2) Reasonable rent determination,
      3) Correct adjustment to income determination, and
      4) Completion of a Housing Quality Standards (HQS) Quality Control Inspection.

   d. Establish and maintain an on-going Tenant Income Recertification File Quality Control Log in Excel format for all files assigned for the duration of the Contract period(s) by State Fiscal Years ending every June 30th.

   e. The HPHA may provide a one-time orientation for quality control services upon request of the Successful Bidder. Should there be personnel turnovers during the term of the contract period; the Successful Bidder shall be responsible to provide training to all new staff assigned to provide quality control services.
f. Deliverables for quality control service review shall include the following:

(1) Timely completion of assigned case files.

(2) Completed Annual Reviews Checklist and all applicable Interim Reviews Checklist(s) for each tenant file in accordance with the HPHA procedures.

(3) Discrepancy Report identifying the specific errors and provide corrections necessary to rectify each case file.

(4) Tenant File Review Summary Report shall be submitted for each Service Request with the completed quality control files by the completion date.

(5) An updated Tenant Income Recertification File Quality Control Log shall be submitted with each completed Service Request by the completion date.

D. Management Requirements

1) Service Location and Schedule.

Services shall be performed remotely. The Successful Bidder shall provide all office space and equipment necessary to perform the services.

The Successful Bidder shall manage staff time/schedule necessary to complete the specified services within the allowable timeframe for completion of the quality control service review of the tenant recertification files in each Service Request.

2) Tenant case file will be made available to the Successful Bidder electronically for access through a secured website.

3) Confidentiality of Information.

The Successful Bidder shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the Section 8 tenants/residents. The Successful Bidder's personnel shall not provide confidential information to the tenants and the general public without expressed written consent of the HPHA.

The Successful Bidder shall ensure secure transfer of all files and data received under the resulting Contract. All files/data retained by the
STATE OF HAWAII

SCOPE OF SERVICES

Successful Bidder shall be purged in a secured manner within 72 hours of submission of deliverables to the HPHA unless otherwise approved by the HPHA.

4) The Successful Bidder agrees to remove all personnel assigned to this project if arrested for any criminal activity, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the services pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity of this project.

5) The Successful Bidder shall ensure that all personnel assigned to this project has not been convicted of selling, dealing, or using controlled substances, such as methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.

6) The Successful Bidder shall inform the HPHA of all personnel assigned to this project who is a registered sex offender.

E. Personnel Requirements

1) All personnel assigned to the resulting Contract shall meet the following minimum qualifications:

   a. Certified in occupancy and rent calculation or equivalent certification by an independent third party approved by the HPHA. This requirement may be met with ten (10) years of experience in conducting Federal and or State public housing tenant income recertifications.

   b. Minimum one (1) year of working experience in conducting Federal Section 8 or public housing tenant income recertifications.

   c. No criminal history.

   d. Familiar with the HUD regulations and working knowledge of the key regulatory citations governing annual certifications.

2) The Successful Bidder shall:

   a. Dedicate one (1) project coordinator for the resulting Contract. The project coordinator and shall:

      (1) Serve as the main contact for the HPHA for all services requested and rendered for the resulting Contract;

      (2) Supervise all of the Successful Bidder's personnel assigned to the resulting Contract; and
STATE OF HAWAII

SCOPE OF SERVICES

(3) Provide training to the Successful Bidder's personnel should there be personnel turnover during the term of the Contract period(s).

b. Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.

c. Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.

d. Agree to remove employee(s) from providing services to the HPHA upon written request by the HPHA.

F. Administrative Requirements

1) The Successful Bidder may be required to attend quarterly meetings or upon request by the Contract Administrator. The day and time are to be specified by the Contract Administrator. Necessary field visits shall be made as required.

2) Every four (4) weeks, the HPHA shall submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or contract violation(s) shall be corrected or implemented within four (4) business days to avoid delays in payment issuance or for payment adjustment purposes.

3) Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing; and

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any
STATE OF HAWAII

SCOPE OF SERVICES

employee or applicant for employment.

Such action shall include without limitation, the following:

a. Employment, upgrading, demotion, or transfer;
b. Recruitment or recruitment advertising;
c. Layoff or termination;
d. Rates of pay or other forms of compensation; and
e. Selection for training, including apprenticeship.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24 CFR, Subtitle A, Part 1 et seq.

4) The Successful Bidder employing 15 or more persons agree and shall take appropriate initial and continuing steps to provide written notice to participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, Subtitle A, section 8.54(a) – Notice.
COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: Quality Control Service Review of Tenant Income Recertification Files for the Section 8 Housing Choice Voucher Program on Oahu IFB SPB-2021-15

1. Subject to the availability and receipt of Federal funds and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract an amount of compensation not to exceed _________________ and ___/100 Dollars ($___________) for the initial Contract period.

See attached and incorporated Exhibit A.

Such compensation shall be the all-inclusive cost to STATE, including without limitation personnel, equipment, overhead, applicable taxes, and all other costs incurred for the provision of quality control service review of tenant income recertification files for the Section 8 Housing Choice Voucher Program as specified in IFB SPB-2021-15. Bid prices shall be firm for the duration of the Contract period and are not negotiable.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remaining Contract period beyond the initial 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. CONTRACTOR shall submit one (1) original invoice for services rendered on a monthly basis to:

      Hawaii Public Housing Authority
      Section 8 Subsidy Programs Branch
      1002 North School Street
      P.O. Box 17907
      Honolulu, HI 96817

   b. All invoices shall reference the Contract number assigned to the Contract. Invoices shall be itemized to include service dates, tenant name, quantity and types of services rendered, 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. Payment shall be made based on the actual number of cases completed by the CONTRACTOR.
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

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

d. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR’s invoice date shall not be considered.

e. Every four (4) weeks, the HPHA shall submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within four (4) business days to avoid delays in payment issuance or for payment adjustment purposes.

f. For final payment, the CONTRACTOR must submit a valid tax clearance certificate. An original tax clearance certificate shall be dated not over two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.
STATE OF HAWAII
TIME OF PERFORMANCE

CONTRACTOR: 
SERVICES: Quality Control Service Review of Tenant Income Recertification Files for the Section 8 Housing Choice Voucher Program on Oahu
IFB SPB-2021-15

1. The term of this Contract shall be effective upon the STATE's issuance of a Notice to Proceed and end on September 31, 2021.

2. No services shall be rendered on this Contract before a Notice to Proceed is issued. 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 shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as listed in the accepted bid offer unless price adjustments are made and approved as provided in IFB SPB-2021-15 or this Contract:

   Initial term of Contract: Up to 4 months
   Length of each extension: Up to 12 months
   Maximum length of Contract: 16 months

4. The initial Contract 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 12 months. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract; and
   
   c. A Supplemental Contract must be executed prior to expiration of the current Contract period; and
   
   d. The STATE may be required to obtain the U.S. Department of Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract if federal HUD funds are to be used as a funding source; and
   
   e. The STATE will be required to obtain the State Department of Human Resource Development's approval in writing of the extension prior to execution of a Supplemental Contract; and
   
   f. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
g. The STATE has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and

h. 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 Resource 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: Quality Control Service Review of Tenant Income Recertification Files for the Section 8 Housing Choice Voucher Program on Oahu IFB SPB-2021-15

1. Insurance Requirements

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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance</td>
<td>$1,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 aggregate.</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 sub-CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).</td>
</tr>
<tr>
<td>as required by applicable State laws.</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. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) 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 or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or
policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect with this Contract.

d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA 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 where he/she conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.

3. Monitoring and Remedies

a. The CONTRACTOR’s performance under the Contract will be monitored and on an ongoing basis through desktop monitoring, personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.

b. The HPHA may submit monitoring report(s) to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA to avoid delays in payment issuance or for payment adjustment purposes.

c. Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The CONTRACTOR may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the
STATE OF HAWAII

SPECIAL CONDITIONS

Scope of Services and shall continue for a duration of time as deemed necessary by the HPHA.

d. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.

e. Should the CONTRACTOR continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to directly assess the CONTRACTOR.

f. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of Invitation for Bids No. SPB-2021-15 or this 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.

g. In the event the CONTRACTOR is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the CONTRACTOR's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the CONTRACTOR.

4. 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 regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract,
the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135. The Successful Bidder further 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 Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder 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 Successful Bidder'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.

5. Termination. The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

6. In the event of a conflict between the federal HUD General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.

7. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.
STATE OF HAWAII
SPECIAL CONDITIONS

8. Interchangeable Terms. The following terms shall be one and same:
   a. "STATE" and "HPHA".
   b. "Contract" and "Agreement".
   c. "CONTRACTOR" and "Successful Bidder".

9. 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 will be considered a breach of the resulting Contract and may result in suspension or termination of the Contract.

10. Signature in Counterpart and Electronic Signature. 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.