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 (Insert name of state department, agency, board or commission), State of Hawaii ("STATE"), by its _______________________________, Executive Director (Insert title of person signing for State), (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 _______________________________, (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 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 (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 request for competitive sealed proposals number CMS-2022-17 ("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 NA 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 RFP, including all attachments and addenda; and (3) the Proposal.

7. **Liquidated Damages.** Liquidated damages shall be assessed in the amount of NA DOLLARS ($ 0.00 ) 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**

(Signature)

(Print Name)

(Print Title)

(Date)

**CORPORATE SEAL**

(If available)

**APPROVED AS TO FORM:**

Deputy Attorney General

* Evidence of authority of the CONTRACTOR’S representative to sign this Contract for the CONTRACTOR must be attached.
STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF ______________________ )
)
SS.
)
COUNTY OF ____________ )

On this ________________ day of ____________, _____ before me appeared

__________________________________________

and ______________________________________, to me

known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

__________________________________________ and ______________________________________ of

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 for Goods or Services Based Upon
Competitive Sealed Proposals

(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 ________________________

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STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: ________________________________
SERVICES: Elevator Consulting Services
RFP No. CMB-2022-17

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 real estate appraisal services: (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) Request for Proposals (RFP) number CMB-2022-17 and all addenda; and (5) CONTRACTOR’S accepted proposal dated ______________ and Best and Final Offer dated ______________. These documents are collectively referred to as the “Contract Documents”.

2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of the Contract Documents, provide online tenant payment services to the HPHA.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide professional elevator consultant services for various elevators at as described in RFP No. CMB-2022-17 and in the CONTRACTOR’S accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR’S accepted proposal and this Contract, the Contract shall prevail.

4. Maintenance and Repair Contract Monitoring

1. The CONTRACTOR shall conduct field inspections of the repair and maintenance work semi-annually during the course of the CONTRACTOR’S Contract. Inspections beyond semi-annually will be considered Additional Services.

2. During the course of the Maintenance Contract, the HPHA anticipates that the Elevator Maintenance Contractor may discover problems requiring repair that were not included in the original scope of repair work. If any of these situations arise, the CONTRACTOR shall inspect the elevator(s) and make recommendations on the scope of the work and provide a written cost estimate for the proposed repairs. The HPHA shall determine what repairs will be completed, subject to the availability of funds. If required, these inspections will be considered Additional Services.

3. The CONTRACTOR shall review all monthly progress payment requests of the elevator maintenance- and repair Contract and make recommendations for payments.
STATE OF HAWAII

SCOPE OF SERVICES

4. When requested by HPHA, the CONTRACTOR shall conduct Elevator Committee meetings with the HPHA Project Engineer, the Property Manager and the Elevator Maintenance Contractor. The CONTRACTOR shall present his/her evaluation of the maintenance services being provided, with recommendations for improvements of the maintenance work. Committee meeting will be considered additional services.

5. The CONTRACTOR shall review State Inspection Reports and determine who is responsible for deficiency items. The CONTRACTOR shall assist HPHA to negotiate costs for any required work that is HPHA's responsibility.

6. The CONTRACTOR shall submit monthly status report for each elevator listed on the maintenance Contract. Status report shall include all callbacks, after hour work, repairs, testing, extra billing and justification of each item as requested by HPHA project engineer.

5. Management Representative

A. The CONTRACTOR shall designate a contact person who will be responsible for oversight of the online payment services under the Contract and ensure Contract performance. The contact person shall respond to the HPHA's inquiries, complaints, and concerns within 24 hours, unless otherwise instructed in writing by the HPHA.

B. The HPHA Contract Administrator may send a monitoring report to the CONTRACTOR's management representative when needed. The monitoring report will document discrepancies and Contract violations, which require correction. These discrepancies and Contract violations must be corrected by the time periods provided.

C. The CONTRACTOR shall ensure adequate and appropriate representation at meetings with the HPHA when required. The HPHA anticipates meetings with the CONTRACTOR's contact person who will be responsible for oversight of Contract performance.

6. Personnel

A. During the performance of this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment. The CONTRACTOR will take affirmative action to ensure equal treatment of its employees. Such action shall include without limitation, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall insert similar provisions in all subcontracts.
Furthermore, if 15 or more persons are employed, the CONTRACTOR agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

B. The CONTRACTOR shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _______________________
SERVICES: Elevator Consultant Services
RFP No. CMB-2022-17

1. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR's full and timely performance of all contractual obligations, the CONTRACTOR shall be paid an amount of compensation not to exceed ________________ and xx/100 Dollars ($_____________) for the initial Contract period. Compensation shall be made from federal and state funds 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 ($_____________) for the initial Contract period.

   b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed ________________ and xx/100 Dollars ($_______) for the initial Contract period.

      Such compensation shall be the all-inclusive cost to the STATE, inclusive of all applicable taxes. Prices shall be firm for the duration of the Contract period and are not negotiable. See attached and incorporated Exhibit A.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to 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. State funds are 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 State 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.

4. Upon execution of this Contract, payment shall be paid in accordance with and subject to the following:
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

a. 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.

b. CONTRACTOR shall submit one (1) original invoice for services rendered on a monthly basis to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by HPHA that the CONTRACTOR has satisfactorily provided the specified goods/services. Payment shall be made based on the on the monthly fee and the actual number of ACH transactions completed by the CONTRACTOR as detailed in the Contract.

d. Invoices shall be itemized to include description of services rendered in accordance with the accepted price proposal and the service period.

a. 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 in order to comply with the HPHA's 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.

b. The HPHA may submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. The discrepancies must be addressed timely as agreed to by both parties to avoid delays in payment issuance or for payment adjustment purposes.

c. For final payment, the CONTRACTOR must submit a valid tax clearance certificate. A valid tax clearance certificate shall be dated not more than two (2) months old from the last approval date with an original green certified copy stamp. A valid HCE Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.
STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: ____________________________

SERVICES: Elevator Consulting Services

RFP No. CMB-2022-17

1. The term of this Contract shall be for a 12 month period effective July 20, 2022 to June 19, 2023 or upon the STATE’s issuance of a Notice to Proceed.

2. No services shall be rendered on this Contract before a Notice to Proceed is issued. Such services rendered shall be at the CONTRACTOR’s sole expense.

3. The option to extend the Contract will be exercised at the sole discretion of the STATE. The Contract may be extended, without the necessity of resoliciting, at the same rates as proposed in the accepted proposal unless price adjustments are made and approved as provided in this Contract:

   Initial term of Contract: 12 months
   Maximum length of Contract: 60 months

4. The initial Contract period shall commence on the STATE’s issuance of a Notice to Proceed. 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 at the sole discretion of the HPHA. No extension period shall exceed 12-months. 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 increase in cost of services or cost of living increase as provided herein; and

   c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and

   d. The STATE, if required, may be required to obtain the U.S. Housing and Urban Development’s (HUD) approval in writing of the extension prior to execution of a Supplemental Contract, for federal sites only, if federal HUD funds are to be used as a funding source; and

   e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and

   f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; 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)

* 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: Elevator Consulting Services
RFP No. CMB-2022-17

1. The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Insurance with</td>
<td>$1,000,000.00 per occurrence for bodily injury and personal property</td>
</tr>
<tr>
<td>Personal Injury Liability (occurrence form)</td>
<td>and $2,000,000.00 general aggregate.</td>
</tr>
<tr>
<td></td>
<td>Personal injury liability limit of $1,000,000.00 per occurrence.</td>
</tr>
<tr>
<td>Automobile Insurance covering all owned,</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>non-owned and hired automobiles.</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation as required by applicable State laws.</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>
</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, with respect to operations performed for the State of Hawaii under this Contract. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the State, the CONTRACTOR shall furnish a copy of the policy or policies.

b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.

c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the

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STATE OF HAWAII

SPECIAL CONDITIONS

indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

d. The CONTRACTOR will immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

2. The CONTRACTOR shall have a permanent office in the State where he/she conducts business and a local point of contact in the State of Hawaii where he/she will be accessible in person or via telephone during normal Hawaii State government business hours to address requests that require immediate attention. An answering service is not acceptable.

3. Section 3 of the U.S. Housing Act of 1968

a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3
STATE OF HAWAII

SPECIAL CONDITIONS

clause. It will post copies of the notice in conspicuous places at the work site
where both employees and applicants for training and employment positions can
see the notice. The notice shall describe the section 3 preference, shall set forth
minimum number and job titles subject to hire, availability of apprenticeship and
training positions, the qualifications for each and the name and location of the
person(s) taking applications for each of the positions; and the anticipated date
the work shall begin.

d. The CONTRACTOR agrees to include this section 3 clause in every subcontract
subject to compliance with regulations in 24 CFR part 135, and agrees to take
appropriate action, as provided in an applicable provision of the subcontract or in
this section 3 clause, upon a finding that the subcontractor is in violation of the
regulations in 24 CFR part 135. The CONTRACTOR shall not subcontract with
any subcontractor where the CONTRACTOR has notice or knowledge that the
subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The CONTRACTOR will certify that any vacant employment positions, including
training positions, that are filled (1) after the CONTRACTOR is selected, but
before the Contract is executed, and (2) with persons other than those to whom
the regulations of 24 CFR part 135 require employment opportunities to be
directed, were not filled to circumvent the CONTRACTOR's obligations under 24
CFR part 135.

f. Noncompliance with HUD regulations in 24 CFR part 135 may result in
sanctions, termination of this Contract for default, and debarment or suspension
from future HUD assisted contracts.

4. The STATE shall monitor the performance of work an ongoing basis through desk
monitoring, site inspection and/or other appropriate methods.

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in
accordance with the requirements of the Contract, the STATE reserves the right to
purchase in the open market a corresponding quantity of services and to deduct the
cost of such services from any monies due or may thereafter become due the
CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the
purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The
STATE may also utilize all other remedies provided under the Contract and by law and
rules.

6. In the event that there is a conflict between the Federal General Conditions, HUD 5370-
C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the
more restrictive shall apply.
STATE OF HAWAII
SPECIAL CONDITIONS

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

8. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The CONTRACTOR agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

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

10. 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.

11. COVID-19 PANDEMIC
   a. Due to the COVID-19 pandemic, it is highly recommended that the Contractor’s employees adhere to the following protocols while working at all HPHA properties.

      (1) Contact with tenants should be avoided with social distancing of a minimum of six (6) feet maintained,

      (2) Non-essential work that requires close contact should be avoided,

      (3) Wash or clean hands before entering or leaving the site with soap and water or hand sanitizer with at least 60% alcohol content,

      (4) Wear a face mask covering mouth and nose at all times on HPHA properties,

      (5) Workers with a fever, cough or other flu-like symptoms should not allowed be allowed on the properties.