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: _____

RECITALS

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

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to Section 356D-4, HRS, *(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) State Elderly Revolving Fund; State Family Revolving Fund; Rent Supplement Prgra *(Identify state sources)*

or (2) Center Office Cost Cenetr; Low Income Public Housing Operation Fund; Rent Supplement Program *(Identify federal sources)*

or both, in the following amounts: State $ TBD

Federal $ TBD

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 FMO-31-2025 ("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

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) **SS.**
_____ **COUNTY OF** _____)

On this _____ day of _____, _____ before me appeared

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

_____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

_____
(Signature)

_____
(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon Competitively 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 _____

Attachment - S1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

SERVICES: Banking Services
RFP No. FMO-31-2025

1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties governing the work to be performed by the CONTRACTOR for the provision of management consultation services: (1) Contract for Goods or Services Based Upon Competitive Sealed Proposals including the Contractor's Acknowledgements, Contractor's Standard of Conduct Declarations, 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 No. FMO-31-2025 and all addenda; (5) accepted CONTRACTOR's proposal dated _____.

2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the STATE, and in strict accordance with the Contract for the provision of management consultation services to the Hawaii Public Housing Authority.

3. In accordance with the Contract, the CONTRACTOR shall furnish all labor and other means necessary for the provision of management consultation services to the HPHA as described in Request for Proposals No. FMO 31-2025 and all addenda, and 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. Service Requirements

   The Successful Offeror shall provide banking services to meet the depository and cash management needs for HUD-related and non-HUD-related accounts held by the HPHA to include the following:

   a. Depository services for all HUD and non-HUD program funds;

   b. Account maintenance and reporting; at a minimum, must provide monthly account reconcilement reports, bank statements, account analysis statements, confirmations and other report related features.

   c. Electronic fund transfers (EFT/ACH), wire transfers; at a minimum, must have an electronic communication and file transmission system.

   d. Check processing and fraud prevention tools;

   e. Collateralization of deposits in compliance with state and federal law;

   f. Customer service and dispute resolution procedures; and

STATE OF HAWAII

SCOPE OF SERVICES

g. Execute HUD Form 51999 – General Deposit Agreement.

5. Administrative Requirements

1. Management Representative

a) The CONTRACTOR shall designate a contact person who will be responsible for oversight of all services rendered 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 will send a monthly monitoring report to the CONTRACTOR's management representative. The monthly monitoring report will document discrepancies and Contract violations, which require correction. These discrepancies and Contract violations must be corrected or implemented within the period indicated in the notice issued by the HPHA.

c) The CONTRACTOR shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.

d) The CONTRACTOR shall ensure adequate and appropriate representation at regular meetings with the HPHA. The HPHA anticipates monthly meetings with the CONTRACTOR's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the HPHA.

2. Personnel

The CONTRACTOR shall:

a) Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements.

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

c) Ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant residents. The CONTRACTOR's employees shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.

STATE OF HAWAII

SCOPE OF SERVICES

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SERVICES: Banking Services
RFP No. FMO-31-2025

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STATE OF HAWAII

SCOPE OF SERVICES

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

c) Ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant residents. The CONTRACTOR's employees shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.

STATE OF HAWAII

SCOPE OF SERVICES

d) Agree 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.

e) 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 resulting 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

2. Administrative Policies

   At a minimum, the CONTRACTOR shall maintain its own written policies that address 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
   f. Americans with Disabilities Act.

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

   The CONTRACTOR further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

STATE OF HAWAII

SCOPE OF SERVICES

Such action shall include, without limitation, to the following:

(1) Employment, upgrading, demotion, or transfer;
(2) Recruitment or recruitment advertising;
(3) Layoff or termination;
(4) Rates of pay or other forms of compensation; and
(5) Selection for training, including apprenticeship.

The CONTRACTOR 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 I.I et seq.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

SERVICES: Banking Services
RFP No. FMO-31-2025

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 for banking services at the accepted fees as provided in Exhibit A.

2. The CONTRACTOR shall be paid on a fee for services structure according to the price proposal included in CONTRACTOR's proposal dated _____, 2026. The accepted fees shall be the all-inclusive cost to STATE, including all applicable taxes, for delivery of the services as specified in the Contract.

   See attached and incorporated Exhibit A.

3. 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 the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial Contract term, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

4. State funds are 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 beyond the initial Contract term, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

5. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:

   a. Section 103-10, HRS, provides that STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.

   b. The CONTRACTORS shall submit an original invoice(s) to:

      Hawaii Public Housing Authority
      Fiscal Management Office

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

P.O. Box 17907
Honolulu, HI 96817

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'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.

d. All invoices shall reference the Contract number assigned to this Contract. Payment shall be made in accordance with section 103-10, HRS, upon certification by the Contract Administrator or his/her designee that the CONTRACTOR has satisfactorily provided the goods/services specified.

e. Payment shall be made on the basis of actual units of services rendered and expenditures incurred by the CONTRACTOR.

f. Charges for reimbursable expenditures as approved by the HPHA shall be submitted on a separate invoice along with receipts and will be paid through a State purchase order or pCard.

g. For final payment, the CONTRACTORS must submit a valid tax clearance certificate. An original tax clearance certificate shall be dated not over 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 certificate is acceptable.

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

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

SERVICES: Banking Services
RFP No. FMO-31-2025

1. The term of this Contract shall be for a 12-month period effective upon the HPHA's issuance of a Notice to Proceed.

2. No services shall be performed on this Contract before a Notice to Proceed is issued. Any services rendered performed 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 resoliciting, at the same rates as listed in the accepted proposal unless price adjustments are made and approved as provided in the Request for Proposals No. FMO-31-2025 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months; may be less than 12 months when it is in the best interest of the HPHA
Maximum length of Contract:	60 months

4. 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 for up to 30 calendar days. 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. Housing and Urban Development (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 CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and

STATE OF HAWAII

TIME OF PERFORMANCE

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

g. Necessary State and/or Federal funds are appropriated, allotted and received for an extension.

Attachment – S4

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) _____ (Date) _____

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: Banking Services
RFP No. FMO-31-2025

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.

Coverage	Limit
General Liability	$1,000,000.00 per occurrence for bodily injury and personal property damage and $2,000,000.00 general aggregate.
Automobile Insurance covering all owned, non-owned and hired automobiles.	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.
Workers Compensation as required by applicable State laws.	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).

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. Waiver of Subrogation in favor of the State of Hawaii shall also be included for the General Liability, Automobile Liability, and Workers Compensation policies. The CONTRACTOR shall endorse such policies to a waiver of any right to subrogation against the State of Hawaii and their respective employees and agents by each insurer under each required policy described herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without

an endorsement, CONTRACTOR shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the CONTRACTOR enter into such agreement on a pre-loss basis.

c. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as 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.

a. 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.

b. 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.

c. 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.

d. 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 it 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. 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 75, 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 75 regulations.

c. The Successful Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. The Successful Offeror shall not subcontract with any subcontractor where the Successful Offeror has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d. Noncompliance with HUD's regulations in 24 CFR part 75, may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Monitoring and Remedies

a. The CONTRACTOR's performance under the Contract will be monitored and evaluated through 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.

c. Should the Successful Offeror 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 Successful Offeror 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.

d. Should the Successful Offeror 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 Successful Offeror or to directly assess the Successful Offeror.

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

f. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals No. PMB-20-2025 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 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.

5. Damages

a. The HPHA may withhold the payment of management fees, without being required to pay interest for late payment, until the CONTRACTOR implements and complies with a corrective action plan in response to findings by the HPHA or demonstrates improvement in performance after implementing its corrective action plan.

b. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, including without limitation water lines, electronic conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies de or may thereafter become due to the CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for this purpose, the CONTRACTOR shall pay the difference upon demand by the HPHA.

6. In the event of 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.

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. 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.

9. Interchangeable Terms. The following terms shall be one and same:

   a. "STATE" and "HPHA".

   b. "Contract" and "Agreement".

   c. "CONTRACTOR" and "Successful Offeror.".