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)* 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: _____ Federal Tax ID No. ; and State Tax ID No.

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 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) tbd *(Identify state sources)*

or (2) tbd *(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 Invitation for Bids number PMB-19-2026 ("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

tbd DOLLARS ($ tbd), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

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

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

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

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and m ade 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 sh all be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachm ents and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of N/a DOLLARS ($ 00.00) 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 deem ed 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.

_____
(Signature)

(Notary Stamp or Seal)

_____
(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 Bid

(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.

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____

*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).

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTY: Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, Hawaii 96826
Makua Alii, 1541 Kalakaua Avenue, Honolulu, Hawaii 96826
Paoakalani, 1583 Kalakaua Avenue, Honolulu, Hawaii 96826
Punchbowl Homes, 730 Captain Cook Avenue, Honolulu, Hawaii 96813
Kalanihuia, 1220 Aala Street, Honolulu, Hawaii 96817
Makamae, 21 S. Kuakini Street, Honolulu, Hawaii 96813
Spencer House, 1035 Spencer Street Honolulu, 96822
Pumehana, 1212 Kinau Street, Honolulu, Hawaii 96814
Hale Poai, 1001 North School Street Honolulu 96817
Laiola, 1 & 15 Ihoiho Place Wahiawa 96789
Kamalu, 94-941 Kauolu Place Waipahu 96797
Hoolulu, 94-943 Kauolu Place Waipahu 96797
Halia Hale, 851 North School Street Honolulu 96817

SERVICES: Preventive Maintenance and Repair Services to Hot Water Circulation Systems
IFB No. PMB-19-2026

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 preventive maintenance and repair services to hot water circulation systems at the above properties: (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 number PMB-19-2026 and all addenda (IFB); and (5) CONTRACTOR's accepted bid offer dated _____, 2026. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR shall provide preventive maintenance and repair services to hot water circulation systems at various properties under Asset Management HI001000034, HI001000035, and Management Unit 42 for 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, equipment, supplies, and other means necessary to provide preventive maintenance and repair services to hot water circulation systems at various properties as described in IFB PMB-19-2026 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, this Contract shall prevail.

4. Provide all services as set forth in the Service Specifications, IFB-PMB-19-2026 and set forth in the CONTRACTOR's bid offer submitted as acknowledged by the

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR on _____, 2026 both of which are hereby incorporated by reference. The CONTRACTOR's bid offer includes all bid items described in the Form of Bid.

5. Coordinate maintenance and repair services with the HPHA Contract Administrator and the Officer-In-Charge. The CONTRACTOR shall provide minimum of five (5) business days notice to the HPHA Contract Administrator and Officer in Charge of any changes to the scheduled date of service.

6. Provide working hours for this project from 8:00 a.m. to 4:00 p.m. on Monday through Friday excluding State Holidays.

Attachment – S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTY: Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, Hawaii 96826
Makua Alii, 1541 Kalakaua Avenue, Honolulu, Hawaii 96826
Paoakalani, 1583 Kalakaua Avenue, Honolulu, Hawaii 96826
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Pumehana, 1212 Kinau Street, Honolulu, Hawaii 96814
Hale Poai, 1001 North School Street Honolulu 96817
Laiola, 1 & 15 Ihoiho Place Wahiawa 96789
Kamalu, 94-941 Kauolu Place Waipahu 96797
Hoolulu, 94-943 Kauolu Place Waipahu 96797
Halia Hale, 851 North School Street Honolulu 96817

SERVICES: Preventive Maintenance and Repair Services to Hot Water Circulation Systems
IFB No. PMB-19-2026

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 8-month Contract period.

   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 _____ **Dollars and xx/100 ($_____)** for the initial Contract period.

2. Federal funds shall be subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 12-month period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. State funds are subject to appropriation by the State Legislature and allocation by the Governor and/or State's 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 remaining Contract period beyond the initial Contract period, the STATE may terminate the Contract or revise the amount of services required without penalty.

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

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

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

   b. Pursuant to section 103-10, HRS, the 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.

   c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contractor Administrator that the CONTRACTOR has satisfactorily performed the services specified.

   d. Invoices shall be submitted on completion of the services and include the Contract number, type of service and date of service.

   e. For final payment, the CONTRACTOR must submit a valid tax clearance. An original tax clearance certificate not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

5. The STATE is not responsible for overtime and shall not pay any overtime.

6. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within an agreed upon timeline, the STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from moneys due or may thereafter become due to the CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE.

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

PROPERTY: Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, Hawaii 96826
Makua Alii, 1541 Kalakaua Avenue, Honolulu, Hawaii 96826
Paoakalani, 1583 Kalakaua Avenue, Honolulu, Hawaii 96826
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Laiola, 1 & 15 Ihoiho Place Wahiawa 96789
Kamalu, 94-941 Kauolu Place Waipahu 96797
Hoolulu, 94-943 Kauolu Place Waipahu 96797
Halia Hale, 851 North School Street Honolulu 96817

SERVICES: Preventive Maintenance and Repair Services to Major Systems
IFB No. PMB-19-2026

1. The term of this Contract shall be effective January 1, 2027 to August 31, 2027.

2. No services shall be rendered 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 rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in IFB PMB-19-2026 or this Contract:

Initial term of Contract:	8 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	56 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 57 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and

STATE OF HAWAII

TIME OF PERFORMANCE

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'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 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 during the current Contract term; and

g. Necessary State and/or Federal funds are appropriated and allotted 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: _____

PROPERTY: Kalakaua Homes, 1545 Kalakaua Avenue, Honolulu, Hawaii 96826
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Hoolulu, 94-943 Kauolu Place Waipahu 96797
Halia Hale, 851 North School Street Honolulu 96817

SERVICES: Preventive Maintenance and Repair Services to Major Systems
IFB No. PMB-19-2026

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.

Coverage	Limit
General Liability Insurance (occurrence form)	$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $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) 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. Waiver of Subrogation in favor of the State of Hawaii shall also be included for the General Liability, Automobile Liability, and Workers Compensation policies. 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 an agreement on a pre-loss basis.

c. 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.

d. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract 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 connected with this Contract.

e. 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.

f. 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.

g. 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.

STATE OF HAWAII

SPECIAL CONDITIONS

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's 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 CONTRACTOR shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 75.19. It shall 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 75.19. The CONTRACTOR will 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 75.19.

   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. The STATE shall monitor the performance of work an ongoing basis through personnel observation, site inspection and/or other appropriate methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the IFB PMB-30-2025 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 monies 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. Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

7. In the event of a conflict between the Federal General Conditions, HUD 5370-C (10/2006) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.

8. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

9. Liquidated damages are fixed at the sum of FIFTY DOLLARS ($50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.

10. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within an agreed upon timeline, the STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from moneys due or may thereafter become due to the CONTRCTOR. In the event money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE.

11. Subject to section 3560-6.5, 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.

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

    a. "STATE" and "HPHA".

    b. "Contract" and "Agreement".

    c. "CONTRACTOR" and "Successful Bidder".

13. Signature In Counterpart and Electronic Signature

STATE OF HAWAII

SPECIAL CONDITIONS

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.