



Hawaii Public Housing Authority
State of Hawaii

RFP No. PMB-09-2024

Request for Proposals for Property Management, Maintenance and Resident Services at Asset Management Projects 40, 44, 45, 49, 50, and Management Unit 42 on Oahu and Asset Management Projects 43, 46, and Ke Kumu Ekahi on Hawaii Island

Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority website, respondent must provide the necessary contact information to the listed RFP Coordinator to be notified of any changes and to ensure receipt of all applicable RFP information. Interested offerors are advised to complete the RFP Registration Form, email or mail the form to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other pertinent RFP information not received by interested offerors.

Issued April 23, 2024



Notice to Offerors
(Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSALS (RFP) No. RFP PMB-09-2024

Notice is hereby given that pursuant to chapter 103D, Hawaii Revised Statutes (“HRS”), the Hawaii Public Housing Authority (“HPHA”), will be accepting sealed proposals for **Property Management, Maintenance and Resident Services at Asset Management Projects 40, 44, 45, 49, 50, and Management Unit 42 on Oahu, and Asset Management Projects 43, 46 and Ke Kumu Ekahi on Hawaii Island.**

The area of service consists of 26 Federal low income public housing (LIPH) properties and 5 State-Aided elderly LIPH properties on Oahu; 9 Federal LIPH properties, 1 State-Aided family LIPH property, and 1 family property on Hawaii Island as follows:

Oahu:

AMP/MU	Property	Program	Location	No. of Units
AMP 40	Kuhio Homes	Federal LIPH – Family	Ahonui St., Honolulu, HI 96819	134
	Kuhio Park Terrace Low Rise		Ahonui St. and Linapuni St., Honolulu, HI 96819	40
MU 42	Hale Poi	State LIPH – Elderly	1001 N. School St., Honolulu, HI 96817	206
	Laiola		1 & 15 Ihoiho Pl., Wahiawa, HI 96797	108
	Kamalu		94-941 Kauolu Pl., Waipahu, HI 96797	109
	Hoolulu		94-943 Kauolu Pl., Waipahu, HI 96797	112
	Halia Hale		851 N. School St., Honolulu, HI 96817	41
AMP 44	Waimaha - Sunflower	Federal LIPH – Family	85-186 McArthur St., Waianae, HI 96792	130
	Kauiokalani		85-658 Farrington Hwy, Waianae, HI 96792	50
	Mali I		Maliona St., Waianae, HI 96792	20
	Mali II		Keliikipi St., Waianae, HI 96792	24
	Nanakuli Homes		Lualei Pl. & Farrington Hwy, Waianae, HI 96792	36
AMP 45	Koolau Village	Federal LIPH – Family	45-1027 Kamau Pl., Kaneohe, HI 96744	80
	Hookipa Kahaluu		47-330 Ahuimanau Rd., Kaneohe, HI 96744	56
	Kaneohe Apartments		45-507 & 45-513 Pahia Rd., Kaneohe, HI 96744	24
	Kauhale Ohana		41-1260 Kalanianaʻole Hwy., Waimanalo, HI 96795	25
	Waimanalo Homes		Humuniki St. & Humuna Pl., Waimanalo, HI 96795	19
	Waimanalo Homes II		Humuniki St. & Humuna Pl., Waimanalo, HI 96795	22
AMP 49	Kauhale Nani	Federal LIPH – Family	310 North Cane St., Wahiawa, HI 96786	50
	Wahiawa Terrace	Federal LIPH – Family	337 Palm St., Wahiawa, HI 96786	60
	Kupuna Home O Waialua	Federal LIPH – Elderly	67-088 Goodale Ave., Waialua, HI 96791	40

AMP 50	Palolo Valley Homes	Federal LIPH - Family	2129 Ahe St., Honolulu, HI 96816	118
Total No. of Units – Oahu				1,504

Hawaii Island:

AMP	Property	Program	Location	No. of Units
AMP 43	Ka Hale Kahaluu	Federal LIPH - Family	78-6725 Makolea St., Kailua-Kona, HI 96740	50
	Hale Hookipa		81-1038 Nani Kupuna Pl., Kealahakua, Hawaii 96750	32
	Kaimalino		74-5060 Kealakaa St., Kailua-Kona	40
	Kealahakehe		74-991 Manawalea St., Kailua-Kona, HI 96740	48
	Nani Olu	Federal LIPH - Elderly	81-1011 Nani Kupuna Pl., Kealahakua, HI 96750	32
AMP 46	Noelani II	Federal LIPH - Family	65-1191 Opelo Rd., Kamuela, HI 96744	24
	Ke Kumu Ekolu		68-3385 Ke Kumu Pl., Waikoloa, HI 96738	20
	Noelani I		65-1189 Opelo Rd., Kamuela, HI 96743	19
	Ke Kumu Elua		68-3367 Ke Kumu Pl., Waikoloa, HI 96743	26
	Hale Hauoli	Federal LIPH - Elderly	45-540 Koniaka Pl., Honokaa, HI 96727	40
n/a	Ke Kumu Ekahi	tbd – Family	68-3340 Ke Kumu Plane, Waikoloa, HI 96738	48
Total No. of Units – Hawaii Island				379

The Request for Proposals may be downloaded at the HPHA website at www.hpha.hawaii.gov beginning Tuesday, April 23, 2024. Interested Offerors must be licensed in the State of Hawaii to manage real property and have experience in managing affordable rental housing properties.

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), Tuesday, April 30, 2024. Offerors interested in participating in the conference are to contact the RFP Coordinator by Monday, April 29, 2024, 2:00p.m. HST for conference arrangements.

A guided tour or site inspection of the properties is scheduled over the course of a 2-day period on May 14, 2024 and May 15, 2024. Day one will cover the Oahu properties. Day two will cover the Hawaii Island properties. The Oahu properties will be split into two (2) groups and inspections for both groups will be conducted on a concurrent schedule. It is highly recommended that Offerors interested in attending the Site Inspection register with the RFP Coordinator by Friday, May 10, 2024.

Below is a tentative schedule of the Site Inspection by property order:

Day 1 – May 14, 2024, 8:30 a.m., Oahu Properties (Group I):

Attendees are asked to meet at Waimaha-Sunflower to begin the guided tour/site inspection.

	AMP/MU	Property	Location
1	AMP 44	Waimaha - Sunflower	85-186 McArthur St., Waianae, HI 96792
2	AMP 44	Kauiokalani	85-658 Farrington Hwy, Waianae, HI 96792
3	AMP 44	Maili I	Maliona St., Waianae, HI 96792
4	AMP 44	Maili II	Keliikipi St., Waianae, HI 96792
5	AMP 44	Nanakuli Homes	Lualei Pl. & Farrington Hwy, Waianae, HI 96792
6	MU 42	Kamalu	94-941 Kauolu Pl., Waipahu, HI 96797
7	MU 42	Hoolulu	94-943 Kauolu Pl., Waipahu, HI 96797
8	MU 42	Laiola	1 & 15 Ihoiho Pl., Wahiawa, HI 96797
9	AMP 49	Wahiawa Terrace	337 Palm St., Wahiawa, HI 96786
10	AMP 49	Kauhale Nani	310 North Cane St., Wahiawa, HI 96786
11	AMP 49	Kupuna Home O Waialua	67-088 Goodale Ave., Waialua, HI 96791

Day 1 – May 14, 2024 at 8:30 a.m., Oahu Properties (Group II):

Attendees are asked to meet at Hale Poai to begin the guided tour/site inspection.

	AMP/MU	Property	Location
1	MU 42	Hale Poai	1001 N. School St., Honolulu, HI 96817
2	MU 42	Halia Hale	851 N. School St., Honolulu, HI 96817
3	AMP 40	Kuhio Homes	Ahonui St., Honolulu, HI 96819
4	AMP 40	Kuhio Park Terrace Low Rise	Ahonui St. and Linapuni St., Honolulu, HI 96819
5	AMP 50	Palolo Valley Homes	2129 Ahe St., Honolulu, HI 96816
6	AMP 45	Kauhale Ohana	41-1260 Kalanianaʻole Hwy., Waimanalo, HI 96795
7	AMP 45	Waimanalo Homes	Humuniki St. & Humuna Pl., Waimanalo, HI 96795
8	AMP 45	Waimanalo Homes II	Humuniki St. & Humuna Pl., Waimanalo, HI 96795
9	AMP 45	Kaneohe Apartments	45-507 & 45-513 Pahia Rd., Kaneohe, HI 96744
10	AMP 45	Koolau Village	45-1027 Kamau Pl., Kaneohe, HI 96744
11	AMP 45	Hookipa Kahaluu	47-330 Ahuimanau Rd., Kaneohe, HI 96744

Day 2 – May 15, 2024 at 9:30 a.m., Hawaii Island Properties:

Attendees are asked to meet at Hale Hauoli to begin the guided tour/site inspection.

	AMP	Property	Location
1	AMP 46	Hale Hauoli	45-540 Koniaka Pl., Honokaa, HI 96727
2	AMP 46	Noelani I	65-1189 Opelo Rd., Kamuela, HI 96743
3	AMP 46	Noelani II	65-1191 Opelo Rd., Kamuela, HI 96744
4	AMP 46	Ke Kumu Ekolu	68-3385 Ke Kumu Pl., Waikoloa, HI 96738
5	AMP 46	Ke Kumu Elua	68-3367 Ke Kumu Pl., Waikoloa, HI 96743
6	n/a	Ke Kumu Ekahi	68-3340 Ke Kumu Pl., Waikoloa, HI 96743
7	AMP 43	Nani Olu	81-1011 Nani Kupuna Pl., Kealahou, HI 96750
8	AMP 43	Hale Hookipa	81-1038 Nani Kupuna Pl., Kealahou, HI 96750
9	AMP 43	Kealahou	74-991 Manawalea St., Kailua-Kona, HI 96740
10	AMP 43	Kaimalino	74-5060 Kealahou St., Kailua-Kona
11	AMP 43	Ka Hale Kahalu	78-6725 Makolea St., Kailua-Kona, HI 96740

The HPHA strongly encourages that all interested offerors attend the Pre-Proposal Conference and the site inspection of the properties.

Sealed proposals shall be received at the HPHA Central Files at 1002 N. School Street, Bldg. E, Honolulu, Hawaii 96817 by 4:00 p.m. HST, Friday, May 28, 2024. Electronic mail submissions **shall not** be accepted. The official proposal receipt time shall be the time stamped in at the HPHA Central Files. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered by the United States Postal Service **must be received** by 4:00 p.m. HST, Friday, May 28, 2024.

The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Ms. Tammie Wong, RFP Coordinator at (808) 832-6071.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (“HPHA”) under chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing in the State of Hawaii and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA’s role is to address the housing needs of families in Hawaii. The HPHA seeks to competitively procure property management, maintenance and resident services for the State and Federal funded low income public housing (LIPH) properties under Asset Management Projects (AMPs) 40, 44, 45, 49, 50, and Management Unit (MU) 42 on Oahu, and AMPs 43, 46, and Ke Kumu Ekahi on Hawaii Island.

A determination has been made that the HPHA is unable to secure services through a low bid process. Factors included in the determination were 1) price is not the primary consideration in determining an award; 2) the resulting Contract needs to be other than a fixed-price type; 3) the specifications for the services cannot be sufficiently described through a low bid process; 4) oral or written discussions may need to be conducted with Offerors concerning their proposals; 5) offerors may need to revise their proposals, including price; and 6) the award needs to be based on a comparative evaluation in order to determine the most advantageous offer to the State. To that end, a low bid process is not practicable to secure property management, maintenance and resident services at AMPs 40, 44, 45, 49, 50, and MU 42 on Oahu, and AMPs 43, 46, and Ke Kumu Ekahi on Hawaii Island.

This Request for Proposal (“RFP”) is issued under the provisions of chapter 103D, HRS and the related administrative rules, and the United States Department of Housing and Urban Development’s (“HUD”) regulations. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a proposal in response to this RFP shall constitute the offeror’s admission of such knowledge.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1 Administrative Overview – Provides an overview of the procurement and contracting process.

Section 2 Scope of Services – Provides a general description of the tasks to be performed, delineates Offeror’s responsibilities, and defines deliverables as applicable.

- Section 3 Proposal Form and Instructions – Describes the required format and content for the proposal.
- Section 4 Proposal Evaluation & Award– Describes how proposals will be evaluated.
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is located at:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6038

The designated RFP Coordinator is as follows:

Ms. Tammie Wong
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6071
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

The Property Management and Maintenance Services Branch (PMMSB) is the office responsible for administering and monitoring the resulting Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the resulting Contract and is as follows:

Ms. Kaui Seguancia
Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

The HPHA reserves the right to change the Contract Administrator. Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. Once the Successful Offeror has assumed

management responsibilities for the properties, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	April 23, 2024
Distribution of proposal specs/proposal form	April 23, 2024
Pre-Proposal Video Conference	April 30, 2024
Site Inspection	May 14 – 15, 2024
Deadline to submit written inquires	May 16, 2024
State response to written inquires	May 20, 2024
Proposal Submittal Deadlines	May 28, 2024 4:00 p.m. HST
Proposal Evaluation	June 2024
Notice of Award	June 2024
Contract Execution	June 2024
Start of Services	July 1, 2024, 12:00 a.m., HST

The HPHA reserves the right to amend or revise the procurement timeline without prior written notice when it is in the best interests of the State.

V. Pre-Proposal Video Conference and Site Inspection

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), Tuesday, April 30, 2024. Offerors interested in participating in the conference are to contact the RFP Coordinator by Monday, April 29, 2024, 2:00p.m. HST for conference arrangements.

A guided tour or site inspection of the properties is scheduled over the course of a 2-day period on May 14, 2024 and May 15, 2024. Day one will cover the Oahu properties. Day two will cover the Hawaii Island properties. The Oahu properties will be split into two (2) groups and inspections for both groups will be conducted on a concurrent schedule. It is highly recommended that Offerors interested in attending the Site Inspection register with the RFP Coordinator by Friday, May 10, 2024.

Below is a tentative schedule of the Site Inspection by property order:

Day 1 – May 14, 2024, 8:30 a.m., Oahu Properties (Group 1):

Attendees are asked to meet at Waimaha Sunflower to begin the guided tour/site inspection.

	AMP/MU No.	Property	Location
1	AMP 44	Waimaha - Sunflower	85-186 McArthur St., Waianae, HI 96792
2	AMP 44	Kauioakalani	85-658 Farrington Hwy, Waianae, HI 96792
3	AMP 44	Maili I	Maliona St., Waianae, HI 96792
4	AMP 44	Maili II	Keliikipi St., Waianae, HI 96792
5	AMP 44	Nanakuli Homes	Lualei Pl. & Farrington Hwy, Waianae, HI 96792
6	MU 42	Kamalu	94-941 Kauolu Pl., Waipahu, HI 96797
7	MU 42	Hoolulu	94-943 Kauolu Pl., Waipahu, HI 96797
8	MU 42	Laiola	1 & 15 Ihoiho Pl., Wahiawa, HI 96797
9	AMP 49	Wahiawa Terrace	337 Palm St., Wahiawa, HI 96786
10	AMP 49	Kauhale Nani	310 North Cane St., Wahiawa, HI 96786
11	AMP 49	Kupuna Home O Waialua	67-088 Goodale Ave., Waialua, HI 96791

Day 1 – May 14, 2024, at 8:30 a.m., Oahu Properties (Group 2):

Attendees are asked to meet at Hale Poai to begin the guided tour/site inspection.

	AMP/MU No.	Property	Location
1	MU 42	Hale Poai	1001 N. School St., Honolulu, HI 96817
2	MU 42	Halia Hale	851 N. School St., Honolulu, HI 96817
3	AMP 40	Kuhio Homes	Ahonui St., Honolulu, HI 96819
4	AMP 40	Kuhio Park Terrace Low Rise	Ahonui St. and Linapuni St., Honolulu, HI 96819
5	AMP 50	Palolo Valley Homes	2129 Ahe St., Honolulu, HI 96816
6	AMP 45	Kauhale Ohana	41-1260 Kalaniana'ole Hwy., Waimanalo, HI 96795
7	AMP 45	Waimanalo Homes	Humuniki St. & Humuna Pl., Waimanalo, HI 96795
8	AMP 45	Waimanalo Homes II	Humuniki St. & Humuna Pl., Waimanalo, HI 96795
9	AMP 45	Kaneohe Apartments	45-507 & 45-513 Pahia Rd., Kaneohe, HI 96744
10	AMP 45	Koolau Village	45-1027 Kamau Pl., Kaneohe, HI 96744
11	AMP 45	Hookipa Kahaluu	47-330 Ahuimanau Rd., Kaneohe, HI 96744

Day 2 – May 15, 2024 at 9:30 a.m., Hawaii Island Properties:

Attendees are asked to meet at Hale Hauoli to begin the guided tour/site inspection.

	AMP No.	Property	Location
1	AMP 46	Hale Hauoli	45-540 Koniaka Pl., Honokaa, HI 96727
2	AMP 46	Noelani I	65-1189 Opelo Rd., Kamuela, HI 96743
3	AMP 46	Noelani II	65-1191 Opelo Rd., Kamuela, HI 96744
4	AMP 46	Ke Kumu Ekolu	68-3385 Ke Kumu Pl., Waikoloa, HI 96738
5	AMP 46	Ke Kumu Elua	68-3367 Ke Kumu Pl., Waikoloa, HI 96743
6	n/a	Ke Kumu Ekahi	68-3340 Ke Kumu Pl., Waikoloa, HI 96743
7	AMP 43	Nani Olu	81-1011 Nani Kupuna Pl., Kealahou, HI 96750
8	AMP 43	Hale Hookipa	81-1038 Nani Kupuna Pl., Kealahou, HI 96750
9	AMP 43	Kealahou	74-991 Manawalea St., Kailua-Kona, HI 96740
10	AMP 43	Kaimalino	74-5060 Kealahou St., Kailua-Kona
11	AMP 43	Ka Hale Kahalu	78-6725 Makolea St., Kailua-Kona, HI 96740

The HPHA strongly recommends that all Offerors attend the Pre-Proposal Conference and the site inspection of the properties.

Prior to submittal of the proposal, it is highly recommended that Offerors inspect the properties to familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions, project layout or work to be performed.

Impromptu questions will be permitted at the Pre-Proposal Conference and site inspection and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general guidance purposes. Formal written responses to substantive questions will be provided in writing to each registered Offeror as set forth in Section VI below not later than Monday, May 20, 2024. All changes to the RFP will be issued as an addendum to this RFP.

VI. Submission of Questions

Offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. Written questions may be hand-delivered, submitted by electronic mail, or via U.S. Postal Services. The deadline for submission of written questions is Thursday, May 16, 2024. All written questions will receive a written response from the HPHA.

The HPHA's response to written questions shall be issued as an addendum to the RFP not later than not later than Monday, May 20, 2024.

VII. Submission of Sealed Proposals

- A. **Forms/Formats.** Proposals must be submitted following the format as prescribed in Section 3 – Proposal Forms and Instructions of this RFP.

Offerors shall also follow the U.S. Department of Housing and Urban Development Instructions to Offerors Non-Construction Form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUD Clips at www.hudclips.org and is an attachment to this proposal. See Attachments 23 and 24.

- B. **Proposal Submittal.** Sealed proposals shall be received by the HPHA Central Files at 1002 N. School Street, Bldg. E, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Friday, May 28, 2024. The official receipt time of mailed-in and hand-delivered proposals shall be the recorded time using the HPHA's time stamp clock. Deliveries by mail/courier services, including without limitation United States Postal Services and Federal Express, shall be considered hand deliveries. **Electronic submissions shall not be accepted.**

Sealed Proposals should be addressed to:

Hawaii Public Housing Authority
1002 N. School Street
Central Files, Building E
Honolulu, Hawaii 96817
Attn: Ms. Tammie Wong, RFP Coordinator

Proposals received after 4:00 p.m. HST, Friday, May 28, 2024 shall not be accepted.

The register listing proposals received shall be available for public inspection after the award of the Contract.

- C. **Pre-opening Modification.** Proposals may be modified prior to the proposal deadline with the following documents in accordance with section 3-122-16.07, Hawaii Administrative Rules ("HAR"):
1. A written notice accompanying the actual modification received in the HPHA Contract and Procurement Office stating that a modification to the proposal is submitted.

2. An electronic written notice may be submitted by electronic mail to the RFP Coordinator. Offeror shall submit the original signed written notice and modification to the HPHA, Contract and Procurement Office within two (2) working days of receipt of the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time of the proposal deadline, the offeror shall submit the original signed written notice and the modification to the HPHA Contract and Procurement Office, 1002 North School Street, Bldg. G, Honolulu, Hawaii 96817 and time stamped by the HPHA.

All requests for modifications shall be sealed, the envelope or package shall be clearly identified as a modification to the proposal submission with reference to this RFP (RFP No. PMB-09-2024), accompanied by the actual modifications to the proposal signed by an authorized representative, and must be received by the HPHA not later than 4:00 p.m. HST, Friday, May 28, 2024.

- D. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, an Offeror shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror shall be obligated to provide such increased wages.

At the release of this solicitation, the public employee positions, their respective bargaining units and published salary schedules by the State Department of Human Resources Development (DHRD) are summarized as follows:

Public Employee Positions	Bargaining Unit	Published Salary Schedules
Building Maintenance Helper	BU 01	Effective 7/1/2023 and 7/1/2024
Building Maintenance Worker I		
Building Maintenance Worker II		
Carpenter I		
Electrician I		
General Laborer I		
General Laborer II		
General Laborer III		
Plumber I		
Building Maintenance Supervisor I	BU 02	Effective 7/1/2023 and 7/1/2024
General Construction and Maintenance Supervisor I		

Cont'd

Public Employee Positions	Bargaining Unit	Published Salary Schedules
Account Clerk I	BU 03	Effective 7/1/2023 and 7/1/2024
Account Clerk II		
Account Clerk III		
Account Clerk IV		
Account Clerk V		
Public Housing Specialist I	BU 13	Effective 7/1/2023 and 7/1/2024
Public Housing Specialist II		
Public Housing Supervisor III		
Public Housing Supervisor IV		
Public Housing Supervisor V		
Public Housing Supervisor VI		

See Attachment 28 for position descriptions and salary schedules for details.

Offerors should account for salary increases as posted by the State Department of Human Resources Development (DHRD) and pay salary rates accordingly. **The HPHA will only consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not currently published.**

Offerors shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 27.

The Successful Offeror shall be further obligated to notify his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Offeror may meet this obligation by posting a written notice to this effect in the Successful Offeror's place of business in an area accessible to all employees.

If wages increase after the execution of the Contract, the Successful Offeror may request an increase in contract price in order to correspondingly increase the wages of the Offeror's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Offeror shall not be compensated for any reimbursement of retroactive pay negotiated by the State. The Successful Offeror's request for the increase must meet the following criteria:

1. If the Successful Offeror's hourly wage rate is greater than the prevailing State wage at the time of the offer submittal, the Successful Offeror's requests for increase will not be considered.
2. The Successful Offeror must or must have provided documentation to show that it is in compliance with section 103-55, HRS, that its employees are being paid no less than the known wage of the listed State position. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Offeror provided its employees a wage increase.
 - b. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the Department of Human Resource Development's website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

It is the sole responsibility of the Successful Offeror to comply with section 103-55, HRS.

- E. **Confidential Information.** If an offeror believes that any portion of a proposal contains information that should be withheld as confidential, the offeror shall request in writing nondisclosure of designated proprietary information to be confidential and provide justification to support the designation of confidentiality. Such information shall accompany the proposal, clearly marked, and shall be readily separable from the proposal submittal documents to facilitate eventual public inspection of the non-confidential sections of the proposal submittal documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. Note that price is not considered confidential and shall not be withheld.

- F. **Exceptions.** Offerors shall list in their proposal any exceptions made to the terms, conditions, specifications, or other requirements listed herein. Offerors must reference the RFP section where the exception is made, provide a description of the exception, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.

VIII. Discussion with Offerors Prior to Proposal Submission

Discussions may be conducted with Offerors to promote understanding of the HPHA requirements.

IX. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date and time stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened publicly.

X. Additional Materials and Documentation

Samples or descriptive literature should not be submitted unless specifically requested in the RFP. Any unsolicited documentation, literature, samples or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFP.

XI. RFP Amendments

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals or as allowed under chapter 3-122, HAR. Interested offerors will be notified of the availability of amendments through verbal or written communication.

XII. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

XIII. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part when determined by the HPHA to be in the best interest of the State.

XIV. Costs for Proposal Preparation and Verification

Any costs incurred by Offerors in preparing or submitting a proposal are the Offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the Offeror's sole responsibility.

Offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the Offeror's proposal.

XV. Mistakes in Proposals

While offerors are bound by their proposal, circumstances may arise where a correction or withdrawal of proposal is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other offerors. Mistakes in proposals shall be handled as provided for pursuant to chapter 3-122, Hawaii Administrative Rules (HAR) and HUD requirements as specified in HUD Handbook 7460.8.

XVI. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which demonstrate an understanding of the service specifications. A proposal may be rejected without further notice if it is:

1. Determined to be unreasonable in price, including the total price of the proposal and the prices for individual items as well; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

The HPHA reserves the right to reject any and all submittals and to accept the submittals in whole or part in the best interest of the State.

XVII. Withdrawal of Proposals

Proposals may be withdrawn upon written or facsimile request and should be received prior to 4:00 p.m. HST, Monday, April 15, 2024. Late requests for withdrawal may not be accepted. Negligence on the part of the offeror in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

XVIII. Best Available Data

All information contained in this RFP is the best data available to the HPHA at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of offerors and the HPHA assumes no liability for any errors or omissions.

XIX. Notice of Award

Up to two (2) contracts may be awarded as a result of this RFP as follows:

- 1) Award for all properties solicited under the RFP for both Groups I and II to include AMPs 40, 44, 45, 49, 50, and MU 42 on Oahu and AMPs 43, 46, and Ke Kumu Ekahi on Hawaii Island; OR
- 2) Award for all properties under Group I for the Oahu properties to include AMPs 40, 44, 45, 49, 50, and MU 42; and

Award for all properties under Group II for the Hawaii Island properties to include AMPs 43, 46, and Ke Kumu Ekahi.

After proposal evaluation and verification that the highest ranked Offeror(s) demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror, a Notice of Award will be issued to the highest ranked Offeror in Group I and Group II whom is determined to provide best value to the HPHA with consideration to price and other evaluation criteria set forth in this RFP.

The Successful Offeror(s) receiving an award shall be required to enter into a formal written Contract with the HPHA. See Attachments 15 through 22 for Sample Contract.

Any Contract resulting from this RFP is subject to the approval by the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD as may be required by State statute, federal regulation, rule, order or other directive.

No work is to be undertaken by the Successful Offeror(s) prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

XX. Protests

Pursuant to section 103D-701, HRS, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by chapter 103D, HRS.
- (2) A state purchasing agency's failure to follow any rule established by chapter 103D, HRS.
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by United States Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Protests are deemed submitted upon receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Hawaii Award and Notices Data System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/>.

Head of State Contracting Office	Procurement Officer
Name: Mr. Hakim Ouansafi	Name: Mr. Rick T. Sogawa
Title: Executive Director	Title: Procurement Officer
Mailing P.O. Box 17907	Mailing P.O. Box 17907
Address: Honolulu, Hawaii 96817	Address: Honolulu, Hawaii 96817
Business 1002 N. School St, Bldg. E	Business 1002 N. School St, Bldg. D
Address: Honolulu, Hawaii 96817	Address: Honolulu, Hawaii 96817

XXI. Availability of Funds

The award of a Contract and any allowed renewal or extension thereof, are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and subject to the availability and allotment of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

XXII. Monitoring and Evaluation

The Successful Offeror'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.

The HPHA will periodically submit a report to the Successful Offeror 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.

Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Attachment 21. The Successful Offeror 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.

The HPHA reserves the right to make periodic or unscheduled/unannounced inspections of all facilities, records, files, etc. within each property to verify that administrative policies and property management and program concerns are properly considered and adequately addressed. The HPHA will make available to the Successful Offeror all appropriate findings, which affect the management and maintenance of the properties or its budget and advise the Successful Offeror of any corrective actions required.

The HPHA may withhold the payment of management fees, without being required to pay interest for late payment, until the Successful Offeror 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.

The HPHA will conduct a review of financial activity for Ke Kumu Ekahi, MU 42 and each of the AMPs on a monthly basis to assess budget performance and to make budget adjustments. Special budget review sessions with the Successful Offeror may be conducted by the HPHA as deemed necessary.

XXIII. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 21 may also be found on the State Procurement Office (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 22 may also be found on the HUD

website at www.hud.gov. In the event there is a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary Special Conditions. See Attachment 20. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the Scope of Work and or reporting requirements arising from unforeseeable conditions.

XXII. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

XXIII. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract, if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Scope of Services

Section 2

Scope of Services

I. Introduction

The Federal low income public housing (LIPH) program was established in 1937 to provide decent and safe rental housing for low income families. In 1998, the Congress established a new Operating Fund Program. As part of that legislation, the Congress directed HUD to develop a formula for determining operating subsidies through negotiated rule-making with Public Housing Authorities, industry groups, and other affected parties. The Congress further directed HUD to contract with Harvard University's Graduate School of Design to "conduct a study of the costs to operate well-run public-housing." The Harvard "Cost Study" was completed in 2003 and recommended that public housing adopt a business model similar to multifamily housing, with project-based budgeting, project-based accounting, and project-based management. This business model became known as "asset management."

There are five (5) core elements or building blocks of asset management, including:

1. Project-based Funding;
2. Project-based Budgeting;
3. Project-based Accounting;
4. Project-based Management; and
5. Project-based Oversight and Performance Assessment.

The HPHA also administers the State-Aided Public Housing Program which operates similar to, but independent of the federal program.

A. Purpose or Need

The purpose of this RFP is to procure property management, maintenance and resident services to manage, operate and maintain: 1) the Federal and State-Aided family LIPH properties within the HPHA Asset Management Projects (AMPs) 40, 44, 45, 49, 50, and State-Aided elderly Management Unit (MU) 42 on Oahu; and Federal and State-Aided family LIPH properties within the HPHA AMPs 43, 46 and a family property known as Ke Kumu Ekahi on Hawaii Island.

The HPHA intends to focus on performance results through measurements including, without limitation, occupancy rate, amount and percentage of rent collected, and tenant satisfaction. The HPHA expects the Successful Offeror to fully execute its business practices consistent with quality standards and will judge performance on the basis of outcome.

The Successful Offeror shall manage the AMPs in accordance with HUD asset management principles. The Successful Offeror shall manage MU 42 and Ke Kumu Ekahi using the asset management concept. In order to be financially viable, the Successful Offeror shall manage the properties within the projected revenue and expenses for each AMP/MU/Ke Kumu Ekahi.

B. Area of Service

The Successful Offeror shall be required to provide property management, maintenance, and resident services at the properties under AMPs 40, 44, 45, 49, 50, and MU 42 on Oahu and AMPs 43, 46, and Ke Kumu Ekahi on Hawaii Island. See Attachment 1 for List of Properties and Attachment 2 for Summary of Physical Characteristics and Maps of the Properties.

C. Funding Source and Period of Availability

Funds are subject to appropriation by the State Legislature and/or U.S. Congress and allocation by the Governor and/or State Director of Finance and/or HUD. Funding and period of availability may change upon written notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and allocated and received by the HPHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from HUD. Pursuant to section 103D-315, HRS, the HPHA reserves the right to cancel the Contract when future funds are not available to support continuation of performance in subsequent Contract periods or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same accepted price.

Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services at the federal public housing properties with State funds. However, should an allocation of State funds become available, the State reserves the right to pay for a portion of services using State funds.

II. General Requirements

A. Qualifying Requirements

1. The Successful Offeror shall comply with chapter 103D, HRS, Cost Principles for Purchase of Goods and Services. The Successful Offeror shall also comply with applicable HUD rules as specified in Handbook No. 2210.18.
2. The Successful Offeror shall have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Prior to award of a Contract, the Successful Offeror shall furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:

- 1) Be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

- 2) Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business") as follows:

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

4. Business Office

The Successful Offeror shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m., HST, to address complaints or requests that require immediate attention. See Attachment 31 for Hawaii State Government Holiday Schedule. An answering service is not acceptable. A permanent office location and phone number shall be stated in the Offeror's proposal.

5. Certifications of Eligibility

Prior to award of a Contract, Offerors shall submit the following documents to the HPHA to demonstrate compliance with applicable State laws:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the BREG.

Alternatively, the Offeror may demonstrate compliance utilizing the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contract award and final payment purposes. Businesses electing to use the HCE will be required to pay an annual fee of \$12.00.

6. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

7. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the existence of the following minimum insurance policies and coverage limits. This insurance must be maintained throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Workers' Compensation

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy, the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium expense for each AMP/MU/property personnel will be reimbursed by the HPHA, not to exceed the amounts submitted as part of the proposal.

b. Fidelity Bond

The Successful Offeror shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond which includes third party liability in a minimum of \$500,000.00. The fidelity bond shall cover all officers, employees, and agents of the Successful Offeror and which shall protect the Successful Offeror against loss by reason of, including without limitation, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

The Successful Offeror shall furnish at no cost or expense to the HPHA a certificate of such coverage within 30 days from the award of the Contract.

The Successful Offeror agrees to deposit with the HPHA a valid certificate necessary to satisfy the HPHA that the Successful Offeror is in compliance with the fidelity bond provisions of the Contract and shall keep such bond in effect and the certificate on deposit with the HPHA during the entire term of the Contract.

Failure of the Successful Offeror to provide and keep in force such fidelity bond shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Offeror.

c. Errors and Omissions

The Successful Offeror shall obtain and maintain errors and omissions professional liability coverage at its own expense at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

d. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability with Personal Injury Liability	\$1,000,000.00 per occurrence for bodily injury and personal property damage and \$2,000,000.00 general aggregate. Personal injury liability limit of \$1,000,000.00 per occurrence.
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 \$2,000,000.00 combined single limit.
Workers' Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The certificate of insurance required by this Contract shall contain the following clauses:

"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."

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 Successful Offeror 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 Successful Offeror to enter into a pre-loss agreement to waive subrogation without an endorsement, Successful Offeror 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 Successful Offeror enter into such agreement on a pre-loss basis.

The Successful Offeror agrees to provide the HPHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the HPHA that the Successful Offeror is in compliance with the insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall furnish a copy of the policy or policies. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contract(s).

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as a material default under this Contract and shall entitle the HPHA to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Offeror's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The Successful Offeror shall immediately provide written notice to the Contracting department or the HPHA should any of the insurance policies evidenced on its Certificate of Liability Insurance be cancelled, limited in scope or not renewed upon expiration.

The HPHA is a self-insured State agency. The Successful Offeror'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 Successful Offeror.

To satisfy the minimum coverage limits required by this Contract, the Successful Offeror 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.

8. Real Estate Broker's License

Pursuant to chapter 467, HRS, Real Estate Brokers and Salesperson, the Offeror must possess a valid real estate broker's license and employ a licensed principal broker at the submission of the proposal, and if awarded, throughout the duration of the Contract. Offerors must submit evidence of said license. Offerors are charged with presumptive knowledge of the licensing requirements under chapter 467, HRS.

9. 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.

B. Type of Contract

1. By submission of a proposal, Offerors warrant and certify that they have read and are familiar with the contractual and service requirements set forth in this RFP and its attachments, and the provisions of which are expressly incorporated into this RFP by reference.

All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference. The stated requirements appearing elsewhere in this RFP shall be incorporated into the resulting Contract by reference.

The Successful Offeror shall be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 15 through 22, Contract for Goods and Services Based on Competitive Sealed Proposals.

Subsequent to the award and within 10 days after the prescribed contract forms are presented for signature, the Successful Offeror shall execute and deliver the original contract forms to the HPHA as specified by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall, under any circumstances, relieve the Successful Offeror of his/her obligations and liability under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror as designated in its corporate resolution.

At any time during the Contract term, the HPHA reserves the right to decrease the scope of services by removing properties under the awarded Contract as provided in the Termination for Convenience clause of the General Conditions, see Attachment 21. In the event of a decrease in scope, the HPHA will provide 90 days advance notice to the Successful Offeror.

4. Additional Services and Fees

For work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed services and fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent Contract period(s).

5. Laws, Rules, Ordinances and Regulations

Reference to State, City and County laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

6. Bonds

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☒ Single & Multiple

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos.) ☐ Multi-term ($>$ 12 mos.)

Initial term of contract: 12 months
July 1, 2024, 12:00 a.m. – June 30, 2025, 12:00 a.m.

Length of each extension: Up to 12 months; may be less than 12 months when it is in the best interests of the State

Maximum length of contract: 60 months

The initial term shall commence on July 1, 2024, 12:00 a.m. HST. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. Contract extensions shall be awarded as agreed upon in the Primary Contract. Exceptions may be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and

3. A Supplemental Contract must be executed prior to expiration of the Primary Contract or Supplemental Contract; and
4. The HPHA may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract; and
5. The Contractor must obtain the HPHA approval in writing and a notice to proceed with the extension; and
6. The HPHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The option to extend the Contract shall be exercised at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the accepted proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the Offeror that the Offeror is able and willing to contract for services for the duration of the Contract period. If the Contractor is unwilling or unable to fulfill the maximum allowable length of time on the Contract, the HPHA reserves the right to assign the costs of reprocurement to any payments owed under the Contract. These costs may include, without limitation, reproduction costs, staff time and postage.

E. Contract Price Adjustments (other than wage rate increases)

Each proposal offered herein shall be firm for the 60-month proposal period, beginning July 1, 2024, 12:00 a.m. HST through June 30, 2029, 12:00 a.m. HST.

Contract price adjustments shall be limited to liability, auto, workers compensation and/or medical insurance premiums. The following conditions must be met for the HPHA to consider a price adjustment:

1. Contractor provides adequate documentation of price increase, such as an insurance policy statement;
2. Contractor provides explanation for allocating cost by property;
3. The increase shall not exceed 5 percent (5%) from the accepted price for each budget line item; and
4. The request for increase must be reasonable and there must be a sufficient amount of funds available to support the increase.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).
2. 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 for taking corrective action. 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.
3. 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.
4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct such cost from monies due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
5. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the Successful Offeror.

B. Damages

1. The HPHA may also withhold the payment of management fees without being required to pay interest for late payment, if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.

2. The Successful Offeror shall repair all damages caused by the Successful Offeror's equipment or employees to existing utilities and structures, including, without limitation water lines, electric 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 due or may thereafter become due to the Successful Offeror. In the event money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA.

C. Termination

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

IV. SCOPE OF WORK

A. Management Requirements

The HPHA's overall objectives in transferring the management responsibilities for AMPs 40, 44, 45, 49, 50, and MU 42 on Oahu, and AMPs 43, 46, and Ke Kumu Ekahi to a private management firm shall include, without limitation, the following:

1. Maintain the overall physical appearance and condition of the properties as well as the maintenance and upkeep of individual units.
2. Provide a secure living environment, enforcing rules, local ordinances and the HPHA policies to reduce or eliminate the number of incidents of crime, vandalism, rule violation and nuisance behavior.
3. Maintain the rent collection rate at 98 percent (98%) or higher for each property: limit rent delinquencies to two percent (2%) or lower for each property.
6. Limit vacated tenant account receivables (TARS) to not greater than 10 percent (10%) of the outstanding balance each month.
7. Maintain an occupancy rate at 98 percent (98%) or better for each property inclusive of HUD-approved modernization units with eligible unit months (EUM) counting towards occupancy.
8. Rehabilitate and clean vacated units to a marketable condition so that the unit is ready for occupancy and leased within the same month the tenant vacated. Vacated units referred and approved by the HPHA that require

substantial renovation/construction shall be exempt from this turnaround requirement.

For unit(s) vacated less than seven (7) business days prior to the end of the month, the unit(s) shall be rehabilitated and cleaned to a marketable condition so that the unit is ready for occupancy and leased within seven (7) business days from the date the tenant vacated. Vacated units referred and approved by the HPHA that required substantial renovation/construction shall be exempt from the seven (7) business day turnaround requirement.

9. Complete annual income re-examinations of tenant eligibility and rent determination 60 days prior to the annual examination date. The supervisor shall review 20 percent (20%) of all annual tenant income re-examinations and submit a monthly log of all files reviewed to the HPHA.
10. Achieve a minimum score of 90 points under the National Standards for the Physical Inspection of Real Estate (NSPIRE) physical inspection component for all federal properties unless there are circumstances beyond the control of the Successful Offeror and it is acceptable to the HPHA.
11. Implement and comply with the HPHA Language Access Policy and Plan, which provides for language assistance to limited English proficient program participants. Properly communicate with self-identified LEP tenants in their language through the use of interpreters or translated materials.
12. Provide services in compliance with Title VI of the Civil Rights Act, Executive Order 13166, August 11, 2000, and chapter 321C, Hawaii Revised Statutes (HRS), which prohibit the denial of benefits and discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance, or retaliation, and require recipients of federal funds to take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficiency (LEP) persons. This requires the Successful Offeror to have a Title VI and Language Access Policy and Plan. The HPHA may at any time request to review the policy and plan documents.
13. Provide services in compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992 and 42 U. S. Code 4852d, including without limitation issuance of notice to tenants, provide disclosure and informational pamphlets to tenants, and maintaining signed disclosure forms in AMP and tenant files.

Below are the properties that are tested positive for lead-based paint:

AMP No.	Property
40	Kuhio Homes
50	Palolo Valley Homes

Refer to the RFP solicitation posted on the HPHA website, procurement page at www.hpha.hawaii.gov/Procurement for applicable Lead-Based Paint Inspection Reports for details.

In the event that a tenant or household members test positive for lead, the Successful Offeror shall report the incident to the HPHA within 24 hours of receiving the test results.

14. Achieve a good community image and encourage community involvement in support of Ke Kumu Ekahi, the properties at MU 42, and the properties at each AMP.
15. Abide by the specified requirements, comply with all instructions relating to the management, rental and maintenance of Ke Kumu Ekahi, MU 42 and each of the AMPs that may be issued from time to time by the HPHA and adhere to all operating policies that have been or may be adopted and promulgated by the HPHA.
16. Maintain good communication between tenants and management personnel.
17. Encourage tenant participation and involvement in AMP/MU/Ke Kumu Ekahi activities.
18. Support tenant pride of community through improved maintenance by management agent, and swift response to tenant maintenance and emergency maintenance calls.

B. Federal Low Income Public Housing Program Requirements (applicable to all properties under AMPs 40, 43, 44, 45, 49, 50, and 46 except for Ke Kumu Elua under AMP 46)

1. Public Housing Assessment System

The Public Housing Assessment System (PHAS) is a reporting system designed by HUD to institute a system of accountability and used to monitor and evaluate operations of Housing Authorities nationwide. While the current PHAS reporting system is an entity-wide assessment system, HUD has proposed a revision to the PHAS to a property-specific focus. The PHAS will continue to define acceptable public housing management standards for key areas of public housing management. The Successful Offeror shall achieve an acceptable rating under the PHAS by

maintaining the Federal LIPH properties in the following areas:

- a. General Appearance and Security;
- b. Follow-up and Monitoring of Project Inspections;
- c. Maintenance and Modernization;
- d. Financial Management;
- e. Leasing and Occupancy;
- f. Tenant/Management Relations; and
- g. General Management Practices.

The PHAS standards for which the Successful Offeror shall be accountable and will report to the HPHA on a monthly basis includes without limitation:

- a. Vacancy Rate;
- b. Unit Turnaround Time;
- c. Work Order Performance;
- d. Unit, Systems and Common Area Inspections and Conditions; and
- e. Tenant Accounts Receivables.

The Successful Offeror will refer to the HUD website to become familiar with the proposed PHAS requirements detailed at the Federal Register 24 CFR Part 902.

The Successful Offeror shall:

- a. Conduct an annual inspection of all dwelling units to include major and regulated systems, and all accessible/inspectable exterior and common areas of each property to ascertain the physical conditions of each property in accordance with NSPIRE Standards, HUD regulations and 24 CFR Part 902.20.
- b. Designate the AMP Manager and/or the Successful Offeror's principal-in-charge to participate in the annual NSPIRE physical inspection of the properties for the entire inspection process.

2. Application, Selection and Placement

- a. The HPHA will retain responsibility for assigning initial housing occupants to all housing units to include:
 - 1) Maintaining the waiting list(s) with Applications Office for Oahu and with AMP 37 for Hawaii Island; and
 - 2) Establishing a process with the AMP Manager for effective communication to minimize unit vacancy in accordance with applicable laws, rules or policies.

Upon establishment of site-based wait lists, the Successful Offeror shall assume responsibility to maintain the wait lists.

b. The Successful Offeror shall be responsible for the following minimum tasks:

- 1) Determine the eligibility of household members in accordance with all tenant selection policies instituted by the HPHA and in compliance with all applicable Federal Rules and Regulations. The Successful Offeror shall certify compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as the HPHA's agent of Federal Low Income Public Asset Management Project Units and as deemed appropriate by the HPHA.
- 2) Notify applicants when units are to become available.
- 3) Conduct a walk-through unit inspection with new tenants at the time of placement. The Successful Offeror shall also orient tenants on use, care and maintenance of a dwelling unit, appliances, and other assigned areas.
- 4) Orient new tenants to rules and regulations, financial responsibilities, facilities, community amenities and resident services available.
- 5) Maintain a tenant file with pertinent information on eligibility, family composition, including a list of family members residing in each unit, and other required information as instructed by the HPHA.
- 6) Evaluate tenant requests for transfer to another AMPs/MU and prepare request to the HPHA where necessary.
- 7) Manage the turnover of keys when a tenant occupies and vacates a unit and also maintain the key registry. The AMP Manager must be bonded for the handling of resident's keys and for entering units when residents are not present.

3. Vacates and Move Outs

The Successful Offeror shall ensure the smooth transition for tenants moving out of public housing and provide the following minimum services:

- a. Conduct a vacate inspection within 24 hours with the tenant present to inspect the unit and collect the unit keys from the tenant.

- b. Conduct a final unit assessment and identify any deficiencies that may require correction, follow proper work order procedures, and address deficiencies within three (3) business days. Referrals of uninhabitable units for repair/renovation are to be handled by the HPHA Construction Management Branch (CMB). Referrals shall be completed within two (2) business days of vacancy. All requests to the CMB shall be in writing and submitted through the Contract Administrator.
 - c. Communicate effectively with the HPHA Application Services Unit to minimize unit vacancy. Applicants shall be processed for placement in a timely manner in order to achieve vacancies at a level of not higher than two percent (2%) for each property. Individual units shall be re-rented within seven (7) business days from the date of the previous tenant vacating the unit.
 - d. Ensure the proper documentation is completed and filed, and a vacant unit is filled within the required time frames.
 - e. Ensure that abandoned units are properly assessed and appropriate notice served. The date reflected on the notice will be considered the first day of vacancy.
4. Annual Income Re-examination

The Successful Offeror shall conduct annual income examination, as required, informing tenants of their obligations and responsibilities, and provide the following minimum services:

- a. Conduct and complete re-examinations of tenant eligibility and rent determination shall be completed in accordance with the HPHA policies and procedures on prescribed forms.
- b. Complete annual income re-examinations of tenant eligibility and rent determination 60 days prior to the annual examination date. The Successful Offeror shall review 20 percent (20%) of all annual tenant income re-examinations and submit a monthly log of all files reviewed to the HPHA.
- c. Re-examinations shall be conducted, supervised, reviewed, and/or approved by staff certified in occupancy and rent calculation. Certification in occupancy and rent calculation must be by an independent third (3rd) party and approved by the HPHA.
- d. Upon completion of the tenant re-examination, the Successful Offeror shall make any adjustment to adjust tenant rent in accordance with the applicable housing program policies and procedures.

- e. Communicate with the HPHA to upload the HUD Form 50058 to the Public and Indian Housing Information Center. Should the upload result in an error/fatal error, the Successful Offeror shall make necessary corrections within 10 business days of being notified.
- f. Evaluate eligibility status and update income and rent on each tenant's record on re-examination dates as established. The Successful Offeror shall also advise the tenant of any changes in eligibility status resulting from re-examination and give proper notification of changes in rent or serve notification to vacate due to an ineligibility finding.
- g. Submit and record appropriate adjustments in rent charges when tenant reports changes of family income and/or composition.
- h. The Successful Offeror shall have access to the Criminal Justice Information System or equivalent criminal justice data center as approved by the HPHA to fulfill the criminal background check requirement in conducting annual income re-examinations.

5. Tenant Defaults, Rental Agreement Terminations and Evictions

The Successful Offeror shall respond to tenant defaults in a timely manner and in compliance with the HPHA rules and procedures for Rental Agreement terminations and evictions. The Successful Offeror shall also provide the following minimum services:

- a. Follow the HPHA rent collection and eviction procedures upon finding a tenant to be in default or in violation of any covenant, condition, provision, rule or regulation of the respective Rental Agreement or the subject unit. The eviction procedures include, without limitation, securing of services to serve written notices to tenants in default.

The HPHA policies on rent collection and evictions can be downloaded from the HPHA website and shall be incorporated by reference and may be amended from time to time. See Attachments 7 through 9.

- b. File complaints with the HPHA Hearings Board, or other designated hearing body in accordance with State eviction procedure rules promulgated by the HPHA, as may be amended from time to time.
- c. Represent the HPHA at scheduled complaint hearings. The HPHA shall schedule the hearing at the first available scheduled meeting of the Hearings Board, provided the HPHA has served the complaint notice to the tenant within five (5) business days prior to the hearing date.

- d. Be available as a witness at scheduled proceedings.
 - e. Comply with all other requirements for Rental Agreement terminations and evictions that are or may hereafter be required by law and the STATE rules and regulations.
 - f. Cooperate with local law enforcement to address crime and safety issues in and around each property.
6. Accounting and Fiscal Services

The Successful Offeror shall perform the following minimum services:

- a. Develop an operating budget for each fiscal year (July through June) of this Contract subject to the HPHA approval not later than March of the preceding fiscal year or as determined by the HPHA, using a format as specified by the HPHA. See Attachment 25. The Successful Offeror's operations shall conform to the approved operating budget during the term of the Contract.
- b. Record all tenant accounting transactions and input data pertaining to tenant rents, excess charges, and maintenance charges to the HPHA's computer system. All tenants shall be billed once per month by the HPHA.
- c. Maintain tenant ledgers with records of all accounting transactions, including security deposits and a running balance on each account.
- d. Inspect each unit in the presence of the tenant and make appropriate charges for damages prior to the tenant vacating the unit. The Successful Offeror shall submit such charges as deductions to the tenant's security deposit or to be billed to the tenant in the request to the HPHA for security deposit refund such that a net refund amount can be issued within 14 days of the rental agreement termination date.
- e. Make appropriate purchases for goods and services for the express and specific use for each AMP/MU within the approved AMP/MU budget following its procurement rules and regulations to promote competition and transparency. The Successful Offeror shall be held responsible for all purchases of goods and services above and beyond the approved AMP/MU budget without prior approval of the HPHA.
- f. Coordinate the subcontracting of the HPHA approved services at the AMP/MU following the HPHA and State procurement policies and any applicable State or Federal procurement rules and regulations.

- g. Process all purchase orders for approval prior to ordering goods/services, except in the case of an emergency where verbal approval may be obtained. Failure to obtain prior approval on regular/routine purchases shall be considered a serious violation of procurement policy. In the cases where an after-the-fact purchase is not approved, the HPHA reserves the right to deduct an amount equal to the amount of the purchase from the Successful Offeror's management fee as identified in Exhibit A of the Compensation and Payment Schedule.
- h. The Successful Offeror shall ensure all payments for goods/services received are issued within 30 days of receipt of invoice. If a payment is issued in excess of 30 days from the receipt date, the HPHA shall deduct the interest paid to the vendor in accordance with section 103-10, HRS, from the Successful Offeror's management fee. This shall not apply in those cases where delay in payment is due to circumstances beyond the control of the Successful Offeror and acceptable to the HPHA.
- i. Make all payments of liability insurances, salaries, wages, benefit contribution, and payroll taxes to or on behalf of all AMP/MU staff and maintain all payroll records. The Successful Offeror shall submit a written request for reimbursement of such items to the HPHA within 30 days after each payroll period.
- j. Make all payments for subcontracted services. The Successful Offeror shall submit a written request for reimbursement of subcontracted services to the HPHA for approval within 30 days of payment issuance along with appropriate supporting document of payments made for services rendered.
- k. Submit a monthly invoice for management fees to the HPHA within 30 days of delivery of service.
- l. Submit monthly mileage reimbursement claim(s) due from the HPHA for the use of privately owned vehicle for conduct of AMP/MU business to the HPHA by the 15th of the following month. The AMP/MU staff shall forfeit the mileage reimbursement claim against the HPHA if the mileage reimbursement claim is not submitted by the 15th of the following month unless if the delay is due to circumstances beyond the control of the Successful Offeror and acceptable to the HPHA.
- m. Respond to findings of any independent, HUD or the HPHA audit of each AMP/MU by submitting a corrective action plan and implementing the plan.

- n. Provide additional data requested by the HPHA utilizing current staff and personnel. Special studies or surveys requiring pertinent expertise requested by the HPHA shall not be deemed additional data.
- o. Make all financial records concerning each AMP/MU available to the HPHA during normal business hours.
- p. Make all payments for criminal background check fees. The Successful Offeror shall submit a written request for reimbursement of criminal background check fees not earlier than once every two (2) weeks or semi-monthly to the HPHA. Such reimbursement request shall include appropriate supporting documentation of payments made by the Successful Offeror.

7. Reporting Requirements

The Successful Offeror shall be responsible for the timely submission of reports on performance or progress, including without limitation:

- a. Weekly Vacant Unit Report;
- b. Monthly Supervisor's File Review Log;
- c. Monthly Income Discrepancy Report;
- d. Monthly Pre-Rent Run Report;
- e. Quarterly Enterprise Identification Verification Users Authorization;
- f. Monthly Community Service Status Report;
- g. Monthly Annual Unit Inspection Work Order Log;
- h. Monthly General Ledger Report;
- i. Semi-Annual Limited English Proficiency Encounter and Cost Report;
- j. Reasonable Accommodation Request Log;
- k. Delinquency Account Report;
- l. Semi-Annual Uniformed Information Practices Act Requests;
- m. Double Subsidy or Deceased Report; and
- n. Over Income Report.

See Attachment 3.

The HPHA may request additional reports including, without limitation:

- a. Progress reports on the implementation of corrective action plans;
- b. New programs mandated by HUD or the State;
- c. Up-to-date Tenant Wait List; and/or
- d. Special requests in response to inquiries from other government agencies, including the State Legislature.

8. Management Assistant (MA) Program (only applicable to Kuhio Homes and Kuhio Park Terrace Lowrise at AMP 40)

The Successful Offeror shall implement a Management Assistant (MA) Program to dedicate personnel at AMP 40 to provide management presence after business hours, weekends, and State holidays. The MA program services shall include, without limitation:

- a. Serve as direct liaison between management, residents and civil authorities, such as ambulance paramedic services, police and fire department;
- b. Assist residents in emergency situations, language interpretation, housing rules and safety codes;
- c. Man entry gates for vehicle control, issue parking violation citations and assist in towing unauthorized vehicles; and
- d. MA Program schedule and personnel requirements shall be as follows:
 - 1) One (1) person for entry gate 1, 24-hours daily including State holidays;
 - 2) One (1) person for entry gate 2, 24-hours daily including State holidays;
 - 3) Two (2) person roving patrol on weekdays, from 4:30 p.m. to 7:30 a.m. except on State Holidays; and
 - 4) Two (2) person roving patrol on weekends and State holidays, 24 hours each day.

C. State-Aided Low Income Public Housing Program Requirements
(applicable to all properties under MU 42 and Ke Kumu Elua under AMP 46)

1. Application, Selection and Placement

The Successful Offeror shall be responsible for the following minimum tasks:

- a. Accept applications from prospective tenants.
- b. Maintain a wait list and notify applicants when units become available.
- c. Determine the eligibility of household members in accordance with all tenant selection policies as instructed by the HPHA and in compliance with all applicable Federal Rules and Regulations. The Successful Offeror shall certify compliance with Title VI of the Civil Rights Act of

14964 and section 504 of the Rehabilitation Act of 1973 as the HPHA's agent.

- d. Conduct a walk-through unit inspection with new tenants at the time of placement. The Successful Offeror shall also orient tenants on use, care and maintenance of dwelling unit, appliances, and other assigned areas.
- e. Orient new tenants to rules and regulations, financial responsibilities, facilities, community amenities and resident services available.
- f. Maintain a tenant file with pertinent information on eligibility, family composition, including a list of family members residing in each unit and other required information as instructed by the HPHA.
- g. Manage the turnover of keys when a tenant occupies and vacates a unit and also maintain the key registry. The Successful Offeror must be bonded for the handling of resident's keys and for entering units when residents are not present.

2. Vacates and Move Outs

The Successful Offeror shall ensure the smooth transition for tenants moving out of public housing and provide the following minimum services:

- a. Conduct a vacate inspection within 24 hours with the tenant present to inspect the unit and collect the unit keys from the tenant.
- b. Conduct a final unit assessment and identify any deficiencies that may require correction, follow proper work order procedures, and address deficiencies within three (3) business days. Referrals of uninhabitable units for repair/ renovation are to be handled by the HPHA Construction Management Branch (CMB). Referrals shall be completed within two (2) business days of vacancy. All requests to the CMB shall be in writing and submitted through the Contract Administrator.
- c. Communicate effectively with the HPHA Application Services Unit to minimize unit vacancy. Applicants shall be processed for placement in a timely manner in order to achieve vacancies at a level of not higher than two percent (2%) for each property. Individual units shall be re-rented within seven (7) business days from the date of the previous tenant vacating the unit.
- d. Ensure the proper documentation is completed and filed, and a vacant unit is filled within the required time frames.

- e. Ensure that abandoned units are properly assessed and appropriate notice served. The date reflected on the notice will be considered the first day of vacancy.

3. Annual Income Re-examination

The Successful Offeror shall conduct annual income examination as required, informing tenants of their obligations and responsibilities, and provide the following minimum services:

- a. Conduct and complete re-examinations of tenant eligibility and rent determination shall be completed in accordance with the HPHA policies and procedures on prescribed forms.
- b. Complete annual income re-examinations of tenant eligibility and rent determination 60 days prior to the annual examination date. The Successful Offeror shall review 20 percent (20%) of all annual tenant income re-examinations and submit a monthly log of all files reviewed to the HPHA.
- c. Re-examinations shall be conducted, supervised, reviewed, and/or approved by staff certified in occupancy and rent calculation. Certification in occupancy and rent calculation must be by an independent third (3rd) party and approved by the HPHA.
- d. Upon completion of the tenant re-examination, the Successful Offeror shall make any adjustment to adjust tenant rent in accordance with the applicable housing program policies and procedures.
- e. Communicate with the HPHA to upload the HUD Form 50058 to the Public and Indian Housing Information Center. Should the upload result in an error/fatal error, the Successful Offeror shall make necessary corrections within 10 business days of being notified.
- f. Evaluate eligibility status and update income and rent on each tenant's record on re-examination dates as established. The Successful Offeror shall also advise the tenant of any changes in eligibility status resulting from re-examination and give proper notification of changes in rent or serve notification to vacate due to an ineligibility finding.
- g. Submit and record appropriate adjustments in rent charges when tenant reports changes of family income and/or composition.
- h. The Successful Offeror shall have access to the Criminal Justice Information System or equivalent criminal justice data center as approved by the HPHA to fulfill the criminal background check requirement in conducting annual income re-examinations.

4. Tenant Defaults, Rental Agreement Termination and Evictions

The Successful Offeror shall respond to tenant defaults at the State Public Housing Properties in a timely manner and in compliance with the HPHA rules and procedures for Rental Agreement terminations and evictions. The Successful Offeror shall also provide the following minimum services:

- a. Follow the HPHA rent collection and eviction procedures upon finding a tenant to be in default or in violation of any covenant, condition, provision, rule or regulation or of the respective Rental Agreement or subject property. The eviction procedures include, without limitation, securing of services to serve written notices to tenants in default.

The HPHA policies on rent collection and evictions can be downloaded from the HPHA website and shall be incorporated by reference as though set forth at length herein and as may be amended from time to time. See Attachments 7 and 35.

- b. Be available as a witness at scheduled proceedings.
- c. Comply with all other requirements for Rental Agreement terminations and evictions that are or may hereafter be required by law and the HPHA rules and regulations.
- d. Cooperate with local law enforcement to address crime and safety issues in and around each property.

5. Accounting and Fiscal Services

The Successful Offeror shall perform the following minimum services:

- a. Develop an operating budget for each fiscal year (July through June) of this Contract subject to the HPHA approval not later than March of the preceding fiscal year or as determined by the HPHA, using a format as specified by the HPHA. See Attachment 25. The Successful Offeror's operations shall conform to the approved operating budget during the term of the Contract.
- b. Record all tenant accounting transactions and input data pertaining to tenant rents, excess charges, and maintenance charges to the HPHA's computer system. All tenants shall be billed once per month by the HPHA.
- c. Maintain tenant ledgers with records of all accounting transactions, including security deposits and a running balance on each account.
- d. Inspect each unit in the presence of the tenant and make appropriate charges for damages prior to the tenant vacating the unit. The

Successful Offeror shall submit such charges as deductions to the tenant's security deposit or to be billed to the tenant in the request to the HPHA for security deposit refund such that a net refund amount can be issued within 14 days of the rental agreement termination date.

- e. Make appropriate purchases for goods and services for the express and specific use for each AMP/MU within the approved AMP/MU budget following its procurement rules and regulations to promote competition and transparency. The Successful Offeror shall be held responsible for all purchases of goods and services above and beyond the approved AMP/MU budget without prior approval of the HPHA.
- f. Coordinate the subcontracting of the HPHA approved services at the AMP/MU following the HPHA and State procurement policies and any applicable State or Federal procurement rules and regulations.
- g. Process all purchase orders for approval prior to ordering goods/services, except in the case of an emergency where verbal approval may be obtained. Failure to obtain prior approval on regular/routine purchases shall be considered a serious violation of procurement policy. In the cases where an after-the-fact purchase is not approved, the HPHA reserves the right to deduct an amount equal to the amount of the purchase from the Successful Offeror's management fee as identified in Exhibit A of the Compensation and Payment Schedule.
- h. The Successful Offeror shall ensure all payments for goods/services received are issued within 30 days of receipt of invoice. If a payment is issued in excess of 30 days from the receipt date, the HPHA shall deduct the interest paid to the vendor in accordance with section 103-10, HRS, from the Successful Offeror's management fee. This shall not apply in those cases where delay in payment is due to circumstances beyond the control of the Successful Offeror and acceptable to the HPHA.
- i. Make all payments of liability insurances, salaries, wages, benefit contribution, and payroll taxes to or on behalf of all AMP/MU staff and maintain all payroll records. The Successful Offeror shall submit a written request for reimbursement of such items to the HPHA within 30 days after each payroll period.
- j. Make all payments for subcontracted services. The Successful Offeror shall submit a written request for reimbursement of subcontracted services to the HPHA for approval within 30 days of payment issuance along with appropriate supporting document of payments made for services rendered.

- k. Submit a monthly invoice for management fees to the HPHA within 30 days of delivery of service.
- l. Submit monthly mileage reimbursement claim(s) due from the HPHA for the use of privately owned vehicle for conduct of AMP/MU business to the HPHA by the 15th of the following month. The AMP/MU staff shall forfeit the mileage reimbursement claim against the HPHA if the mileage reimbursement claim is not submitted by the 15th of the following month unless if the delay is due to circumstances beyond the control of the Successful Offeror and acceptable to the HPHA.
- m. Respond to findings of any independent, HUD or the HPHA audit of each AMP/MU by submitting a corrective action plan and implementing the plan.
- n. Provide additional data requested by the HPHA utilizing current staff and personnel. Special studies or surveys requiring pertinent expertise requested by the HPHA shall not be deemed additional data.
- o. Make all financial records concerning each AMP/MU available to the HPHA during normal business hours.
- p. Make all payments for criminal background check fees. The Successful Offeror shall submit a written request for reimbursement of criminal background check fees not earlier than once every two (2) weeks or semi-monthly to the HPHA. Such reimbursement request shall include appropriate supporting documentation of payments made by the Successful Offeror.

6. Reporting Requirements

The Successful Offeror shall be responsible for the timely submission of reports on performance or progress, including without limitation:

- a. Weekly Vacant Unit Report;
- b. Monthly Supervisor's File Review Log;
- c. Monthly Income Discrepancy Report;
- d. Monthly Pre-Rent Run Report;
- e. Quarterly Enterprise Identification Verification Users Authorization;
- f. Monthly Community Service Status Report;
- g. Monthly Annual Unit Inspection Work Order Log;
- h. Monthly General Ledger Report;
- i. Semi-Annual Limited English Proficiency Encounter and Cost Report;
- j. Reasonable Accommodation Request Log;
- k. Delinquency Account Report;

- l. Semi-Annual Uniformed Information Practices Act Requests;
- m. Double Subsidy or Deceased Report; and
- n. Over Income Report.

See Attachment 3.

The HPHA may request additional reports including, without limitation:

- a. Progress reports on the implementation of corrective action plans;
- b. New programs mandated by HUD or the State;
- c. Up-to-date Tenant Wait List; and/or
- d. Special requests in response to inquiries from other government agencies, including the State Legislature.

D. Ke Kumu Ekahi Requirements

1. Application, Selection and Placement

The Successful Offeror shall determine the eligibility of the applicants for housing, in compliance with all applicable HPHA Program rules and regulations. The Successful Offeror shall develop a Tenant Selection Plan for the HPHA's approval and shall submit updates as required. The Successful Offeror shall certify compliance with Title VI of the Civil Rights Act of 1964. The Successful Offeror shall also be responsible for providing the following services:

- a. Solicit, accept and process applications from applicants for eligibility determination;
- b. The Successful Offeror is responsible for marketing the property;
- c. Screening and selection of tenants in conformance with the HPHA Program, and the Fair Housing Law (Title VIII of the Civil Rights Act of 1968);
- d. Processing of applicants for placement on a timely basis in order to limit vacancies to a level of not higher than two percent (2%). Individual units are to be re-rented within seven (7) days;
- e. Conducting and documenting a unit inspection with new tenants prior to or at the time of placement in order to establish the condition of the unit and furnishings; and
- f. Orienting new tenants to rules and regulations, financial responsibilities, facilities and services available.

- g. Maintain a tenant file with pertinent information on eligibility, family composition, including a list of family members residing in each unit, and other required information.
- h. Manage the turnover of keys and maintain the key registry. The Successful Offeror must be bonded for the handling of resident's keys and for entering units when residents are not present.

2. Vacates and Move Outs

The Successful Offeror shall ensure the smooth transition for tenants moving out of the property and provide the following minimum services:

- a. Conduct a vacate inspection with the tenant present to inspect the unit and collect from the tenant the keys to the unit.
- b. Conduct a final unit assessment and acknowledge any deficiencies that may require correction, follow proper work order procedures, and address those within three (3) business days.
- c. Ensure that proper documentation is completed and filed, and a vacant unit is filled within required time frames.
- d. Ensure that abandoned units are properly assessed and referred as appropriate, using the date the abandoned unit was discovered as the first day of vacancy.
- e. Manage unit vacancies, move outs, and abandoned units at the property in compliance with chapter 356D, HRS, and applicable rules and regulations.

3. Annual Income Re-examination

The Successful Offeror shall conduct annual income examination as required, informing tenants of their obligations and responsibilities, and provide the following minimum services:

- a. Conduct a recertification of tenant eligibility within 12 months of the previous certification and all required interim certifications in accordance with the program policies and procedures.
- b. Review 20 percent (20%) of all recertifications conducted and submit a monthly log to HPHA staff. The Successful Offeror's staff shall correct or adjust any part of the recertification as requested by HPHA.
- c. Evaluate eligibility status and update income and rent charges on each tenant's record on recertification dates as established.

- d. Advise the tenant of any changes in eligibility status resulting from recertification and provide 45 days written notification of changes in rent or serve written notification to vacate to the tenant, due to an ineligibility finding.
 - e. Make appropriate adjustments in rent charges when tenant reports changes of family income and/or composition.
4. Tenant Defaults, Rental Agreement Termination and Evictions

Upon finding a tenant to be in default or in violation of any covenant, condition, provision, rule or regulation of the Lease or pertaining to the property, the Successful Offeror shall proceed as follows:

- a. A written notice of default ("Notice of Default"), stating the nature of the default or violation and the specific facts, shall be served to the tenant and a copy maintained in the tenant's record. The notification of default shall contain a demand for curing the violation within the stated period of time, which shall be in the case of:
 - 1) Failure to pay rent, 14 days from receipt of Notice of Default;
 - 2) Creation or maintenance of a threat to the health or safety of other tenants, or the Successful Offeror's affiliates and/or employees, a reasonable time commensurate with the urgency of the situation; and
 - 3) In all other cases, 30 days from receipt of the Notice of Default.
- b. The Successful Offeror shall institute Rental Agreement termination and eviction proceedings for failure to cure the default within the stated period of time in the Notice of Default or in accordance with arrangements made pursuant to the informal meeting;
- c. The determination to terminate shall not be for reasons other than:
 - 1) Serious or repeated violations of material terms of the covenants and conditions of the Lease, project rules and regulations;
 - 2) Failure to make payments due under the Rental Agreement;
 - 3) Failure to fulfill tenant obligations as set forth in the Lease; or
 - 4) Other good cause.
- d. The Successful Offeror shall file or cause to be filed with the HPHA Hearings Office, a complaint to terminate the Lease in accordance with

chapter 356D, HRS. The appropriate Successful Offeror's staff shall be available as an HPHA witness at scheduled proceedings.

- e. The Successful Offeror shall comply with all other requirements for Rental Agreement terminations and evictions that are or may hereafter be required by law, and the HPHA rules and regulations.

5. Accounting and Fiscal Services

The Successful Offeror shall perform the following accounting and fiscal services for the property:

- a. Maintain a Tenant Accounting System for all transactions including rents, security deposits, and maintenance charges and keep a running balance on each account;
- b. Maintain a cash and disbursement register to record operating receipts and disbursements;
- c. Submit monthly accounting reports to the HPHA by the fifth (5th) business day of each month for the prior month reports to include without limitation: cash receipts and disbursements with copies of invoices, delinquencies, vacancies and project operating account and reserve account balances;
- d. Develop a proposed annual operating budget for the HPHA approval, using a format as specified by the HPHA. The Successful Offeror's operations shall conform to the approved operating budget during the term of this Contract;
- e. Bill tenants monthly and maintain tenant ledgers with records of all accounting transactions, including security deposits and maintain a running balance on each account;
- f. Inspect each unit in the presence of the tenant and make appropriate charges for damages prior to the tenant vacating the unit. The Successful Offeror shall submit such charges as deductions to the tenant's security deposit or to be billed to the tenant in the request to the HPHA for security deposit refund such that a net refund amount can be issued within 14 days of the rental agreement termination date;
- g. Coordinate the subcontracting of the HPHA approved services to the property following the State procurement rules and regulations;
- h. Pay operating expenses from the operating account established by the HPHA;

- i. Make all payments of salaries, wages, benefit contribution, and payroll taxes to or on behalf of property staff, and maintain all payroll records. Reimbursement of such items shall be made from the operating account;
- j. Submit for HPHA approval a monthly invoice for management fees earned to the HPHA prior to payment from the operating account;
- k. Maintain a detailed listing of the property's fixed assets;
- l. Respond to findings of any independent, Federal, State, or HPHA audit of the property by submitting a corrective action plan and implementing the plan;
- m. Create any or all forms to provide informational and support data as required by the HPHA. The forms shall be in such a manner that all input data will be easily transferable to the HPHA or otherwise acceptable to the HPHA;
- n. Provide additional data requested by the HPHA utilizing current staff and personnel. Special studies or surveys requiring pertinent expertise requested by the HPHA shall not be deemed additional data; and
- o. Make all property records concerning the property available to the HPHA, during normal business hours, as requested.

6. Reporting Requirements

The Successful Offeror shall be responsible for the timely submission of reports on performance and progress, including without limitation:

- a. Monthly Completed New Application(s) and Re-Certification(s);
- b. Annual Low Income Tax Credit;
- c. Annual Documentation of the Utility Allowance Calculation;
- d. Monthly Project Status Report;
- e. Monthly Financial Statement;
- f. Monthly Income Register;
- g. Monthly Bank Reconciliation;
- h. Monthly Aged Receivables Summary/Delinquency; and
- i. Monthly Tenant Ledger Reconciliation.

See Attachments 3 and 36.

The HPHA may request additional reports, including without limitation:

- a. Progress reports on the implementation of corrective action plans;
- b. New programs mandated by HUD or the State;

- c. Up-to-date Tenant Wait List; and/or
- d. Special requests in response to inquiries from other government agencies, including the Hawaii State Legislature.

E. Other Property Management Services for All Properties

1. Rules and Regulations

The Successful Offeror shall perform basic property management functions such as enforcing all covenants and conditions of the Rental Agreement and the following minimum services:

- a. Assist in the revision of the HPHA Rental Agreements upon request by the HPHA. The Successful Offeror shall be responsible to ensure appropriate communication with tenants and the tenant association on proposed changes to the Rental Agreements. See Attachments 12, 13, and 37.
- b. Post notices of all rules and regulations pertaining to the properties at each AMP/MU 42/Ke Kumu Ekahi and enforce them. See Attachment 14. The Successful Offeror shall ensure that rules and regulations are provided to tenants with language barriers upon request.
- c. Assist the HPHA to conduct public meetings or hearings approximately twice a year, including without limitation, issuing/coordinating notices, securing meeting facilities, serving as hearing official, recording meeting minutes, providing recommendations and other related duties.
- d. Follow-up on delinquent rent and other tenant charges in compliance with the HPHA rules and procedures.
- e. Manage, maintain, administer and coordinate, the use of community rooms, spaces and all common yard areas, including without limitation, the community playground. Subject to the HPHA approval, the Successful Offeror will be permitted to use the property's community activity facilities and other non-dwelling space for their intended purposes in accordance with State policies and regulation. The use of such space shall only be for the term of the Contract. No permit, lease or written agreement covering use of such space shall exceed the term of this Contract.

The Successful Offeror shall be responsible for the loss or theft of any property within the non-dwelling space in the property area. The Successful Offeror shall review periodically and keep current a listing of agencies and organizations using the HPHA space. The listing should include space assigned, name and purpose of organization and programs carried out at Ke Kumu Ekahi, the specific AMP and/or

MU 42 property. The listing shall be made available to the HPHA upon request.

- f. Obtain prior written approval from the HPHA and HUD to use dwelling units for non-dwelling purposes. The following are examples of allowable uses:
 - 1) Use by a duly elected tenant association/council for office space and/or meeting facility.
 - 2) Occupancy by a police officer to increase on-site security.
 - 3) Use to promote economic self-sufficiency and anti-drug activities.
- g. Implement and comply with the HPHA Reasonable Accommodation Policy and Procedures to accommodate tenants with disabilities.
- h. Implement and comply with the HPHA Language Access Policy and Plan which provides for language assistance to limited English proficiency program participants.
- i. Implement and comply with the HPHA Pet Ownership Policy which allows for pets in Federal LIPH Properties, subject to certain terms and conditions. See Attachment 10. Pets are not allowed in State LIPH Properties, specifically at Ke Kumu Elua under AMP 46 and all properties under MU42.
- j. Implement HUD's Community Service Requirement in compliance with HUD and the HPHA rules at the Federal LIPH Properties, including tracking and reporting of tenant compliance. The Successful Offeror shall also at a minimum:
 - 1) Inform all adult household members of their obligations under the community service requirement and verify their required participation or exemption;
 - 2) Provide referrals to community organizations that afford tenants with opportunities to satisfy community service requirements;
 - 3) Monitor tenant compliance monthly and provide required reports; and
 - 4) Take appropriate action for non-compliance.
- k. Implement all program changes as established in the Public Housing Agency Five Year and Annual (PHA) Plan, the Admissions and Continued Occupancy Policy (ACOP), the Hawaii Administrative Rules (HAR), and/or HUD mandates. Those changes, which are not

known at this time, shall be incorporated by reference into this Contract.

- I. In the event of a conflict between the PHA Plan, ACOP, HAR and HUD mandates, the Successful Offeror shall be responsible to implement any changes as directed by the HPHA.

2. Maintenance

The Successful Offeror shall maintain and repair the properties in a condition acceptable to the HPHA and in accordance with local and State laws, codes, and regulations and in accordance with the Budget and Maintenance Plan, including without limitation, providing routine and emergency/urgent repairs, renovating vacant units and providing preventive maintenance services for the units and its equipment, as well as providing grounds maintenance for the common areas and common facilities. Routine and emergency/urgent repairs shall include, without limitation, plumbing, electrical, and carpentry. Common areas and facilities shall mean and include, without limitation, parking lots and sidewalks. Maintenance activities should follow the HPHA's maintenance policies and procedures.

All staff employed and/or subcontracted shall be experienced and fully qualified to engage in the activities and perform the services required. The Successful Offeror shall ensure all applicable licensing and operating requirements are in compliance with federal, state, and county laws. The Successful Offeror shall also provide the following minimum services:

- a. Ensure that maintenance staff is qualified and capable of providing minor repair and preventive maintenance at each property. It is the sole responsibility of the Successful Offeror to ensure that maintenance staff is qualified and properly trained to provide maintenance and repair services.
- b. Ensure that maintenance staff is capable and properly trained in the HPHA work order system, including procedures for opening and closing of work orders, prioritization and timely response.
- c. Maintain and repair units on a timely basis. The HPHA reserves the right to inspect and closely monitor the Successful Offeror's activities and efforts to maintain and repair units.
- d. Respond to requests for services as follows:
 - 1) Routine maintenance services within two (2) business days from the date of such request; and/or

- 2) Emergency/urgent maintenance services shall occur not later than four (4) hours from the time of such request and shall be abated or resolved within 24 hours. Such emergency/urgent maintenance services shall be provided seven (7) days a week, 24 hours each day.
- e. Maintain the grounds and all common areas of each property including, without limitation, entries, thoroughfares and lobbies in a clean and presentable condition at all times. The Successful Offeror shall make certain all parking area surfaces are maintained in good condition, free from need of repair and free from derelict and/or abandoned vehicles.
- f. Rehabilitate and clean vacated units to a marketable condition so that the unit is **ready for occupancy and leased in the same month it becomes vacant**. Vacated units referred and approved by the HPHA that require substantial renovation/ construction shall be exempt for this turnaround requirement.

For unit(s) vacated less than seven (7) business days prior to the end of the month, the unit(s) shall be rehabilitated and cleaned to a marketable condition so that the unit is **ready for occupancy and leased within seven (7) business days from the date the tenant vacated**. Vacated units referred and approved by the HPHA that require substantial renovation/construction shall be exempt from the seven (7) business day turnaround requirement.

- g. Refer units that are considered uninhabitable and require substantial renovations/construction to the HPHA within two (2) business days of the final unit assessment/inspection. All referrals to the HPHA shall be submitted on the appropriate document (Form A) through the Contract Administrator.
- h. Conduct an annual inspection of all dwelling units to include major and regulated systems, and all accessible/inspectable exterior and common areas of each property to ascertain the physical condition of each property as required by the HPHA.
- i. Charge tenants for unit maintenance work in accordance with the Rental Agreement when repair work is required to repair damage other than ordinary wear and tear. The charges shall be consistent with HPHA policies.
- j. Purchase services, supplies, materials and equipment as authorized and in accordance with the approved budget. The Successful Offeror shall process all necessary documents to obtain state decal from the HPHA Contract and Procurement Office for any new equipment. The Successful Offeror is responsible to ensure that all employees are

properly trained in how to use and operate any new equipment safely. All such purchases shall be considered property of the HPHA and must be purchased and recorded as inventory in compliance with State rules.

- k. Obtain prior written approval from the HPHA for maintenance expenditures over and above those authorized in the Budget and Maintenance Plan.
- l. Store and safeguard necessary supplies at each property, maintain a perpetual written inventory; store and maintain equipment at each property. Such supplies, inventory and equipment shall be available for the HPHA inspection upon request.
- m. Conduct extraordinary maintenance as scheduled or as approved by the HPHA.
- n. Implement a preventive maintenance program, perform preventive maintenance services in each unit at least once a year and perform maintenance checks and corrections in all units entered during a tenant requested maintenance repair. Submit schedule of the preventive maintenance program to the HPHA.
- o. Make all additions, betterments, and replacements as requested and approved by the HPHA on a cost-reimbursable basis. The HPHA shall make reasonable efforts to provide plans for substantial additions and/or replacements to the Successful Offeror.
- p. Prepare and submit monthly reports on selected maintenance operations.
- q. Provide pest control, tree trimming, and bulky item disposal services on an on-going, as-needed basis.
- r. Provide refuse collection services on a regular basis in accordance with the refuse collection requirements as provided by the HPHA. See Attachment 32 for refuse collection requirements at each property.

All refuse areas, enclosures and receptacles shall be kept in a clean condition and in accordance with local, State, and Federal fire, safety and health codes.

- s. Employ or designate an onsite Resident Maintenance Staff for the following properties:

AMP/MU	Property	Resident Maintenance Manager
MU 42	Hale Poai	1
	Halia Hale	1
	Laiola	1
	Kamalu	1
	Hoolulu	
AMP 49	Kapuna Home O Waialua	1
AMP 50	Palolo Valley Homes	1

The HPHA shall provide a dwelling unit for the Resident Maintenance Staff at the respective property at no cost to the Successful Offeror. The Resident Maintenance Staff shall perform the following minimum services:

- a) Day-to-day on-site general maintenance;
- b) Perform variety of semi-scheduled maintenance repair work;
- c) Upkeep of buildings, dwelling units, and grounds;
- d) Assist tenants in emergency situations;
- e) Provide AMP/MU Manager with reports, oral or written concerning violations of the Rental Agreements and/or Project Rules, and maintenance issues; and
- f) Assist police, fire and emergency medical service personnel as needed.

3. Office Space, Equipment, and Supplies

The Successful Offeror shall be permitted to use any designated administrative office space, maintenance facility, and/or other equipment assigned for the expressed and specific use at the properties. All personal property belonging to the HPHA and located at the properties shall be under the custody and control of the Successful Offeror at all times. The Successful Offeror shall accept full responsibility for all equipment, except for normal wear and tear. The Successful Offeror shall be fully responsible for stolen equipment or items when it is due to the Successful Offeror's negligence, such as the failure to properly store and secure the HPHA properties. The HPHA reserves the right to deduct from the five percent

(5%) management fee retainage for loss or damaged equipment or property.

The Successful Offeror shall not close the AMP/MU 42/Ke Kum Ekahi administrative offices and maintenance facilities during normal business hours without prior written approval issued by the HPHA. See Attachment 1 for designated AMP/MU42/Ke Kumu Ekahi administrative office locations. Note that not all properties within each AMP/MU include a designated maintenance facility and/or maintenance storage facility.

The Successful Offeror will perform the following minimum services:

- a. Conduct an opening and closing inventory of equipment and supplies with the Contract Administrator upon the start and end date of the Contract.
- b. Conduct an annual physical inventory of all equipment, materials and supplies located at each property. Upon 24 hours advance notice, the HPHA may conduct an inventory audit at each property.
- c. Replace any consumable supplies in the current AMP/MU 42/Ke Kumu Ekahi inventory. The Successful Offeror may forego the replenishment of supplies that are inventoried in excess of the reasonable needs of the AMP/MU 42/Ke Kumu Ekahi operating budget as developed by the Successful Offeror and as approved by the HPHA.
- d. Purchase supplies, materials, and equipment for the expressed and specific use at each property. Equipment purchases require prior written approval by the HPHA, shall be considered property of the HPHA and shall follow applicable State fixed asset rules and regulations.
- e. Process necessary documents to obtain state decal from the HPHA Contract and Procurement Office for any new equipment. The Successful Offeror is responsible that all employees are properly trained in how to use and operate any new equipment safely.
- f. Process necessary documents to obtain proper approval to dispose of HPHA equipment and removal from Physical Inventory List.
- g. Comply with all State and Federal laws, regulations, rules, and policies regarding the procurement of goods, services and construction.
- h. Ensure that all materials and supplies are properly entered into the materials inventory database and documented on work orders when used/pulled from inventory.

- i. Use the Successful Offeror's company letterhead for all correspondences with the HPHA.

4. Tenant Relations

The Successful Offeror shall promote and maintain good relations with the tenants and shall perform the following minimum services:

- a. Respond to all tenant requests involving concerns about the conditions or quality of life at each property in compliance with the HPHA complaint procedures such as grievance hearings and resolve all significant or recurring problems.
- b. Work closely with and guide the tenant association toward tenant community involvement and participation in the State and Federal LIPH property activities.
- c. Institute and maintain informative tenant communications to advise tenants of any changes in policies, rules, regulations, or pertinent and necessary instructional bulletins such as storm, fire, or hazard affecting the properties.
- d. Coordinate the use of community rooms with each AMP/MU tenant association.

5. Supportive Services

The Successful Offeror shall coordinate the following minimum services:

- a. Advise residents of community services and programs available within the community to meet their needs.
- b. Provide tenant orientation(s) on available community services and programs to ease their transition into government assisted housing.
- c. Work with community agencies, organizations and tenant groups to promote and encourage improvement of supportive services for tenants.
- d. Provide guidance and/or referral services to appropriate agencies to assist tenants who are experiencing problems in money management, mental health, marital discord, abuse of a family household member, poor housekeeping, and other social problems.
- e. Encourage a cohesive community within the tenant population of each property.

- f. Provide access to community facilities to community organizations and non-profit agencies that provide services that are consistent with the HPHA's mission and goals.

6. Coordination of Renovation, Construction, and Relocation

- a. The Successful Offeror shall identify properties for renovation, construction, require major repairs and relocation of the tenants.
- b. Properties under the resulting Contract may be identified for renovation, construction, or require major repairs for which relocation of the tenants may be necessary. The planned renovation, construction, major repair schedule at the time of the RFP issuance is as follows:

AMP/MU	Property	Project Description	Est. Start Date
40	Kuhio Homes	Redevelopment – Demolition of 7 Buildings (42 units)	4 th Qtr of 2024
	Kuhio Park Terrace Low Rise	Redevelopment – Demolition of 9 Buildings (28 units)	4 th Qtr of 2024
42	Hale Po'ai	Building and Site Improvements	On-going
43	Kaimalino	Re-Roofing, Interior Modernization, Building, Site and ADA Improvements	TBD
	Hale Hookipa	Security Upgrades	TBD
	Ka Hale Kahaluu	Security Upgrades	TBD
44	Waimaha-Sunflower	Upgrade to Fire Alarm System	TBD
	Waimaha-Sunflower	Reroofing	On-going
45	Hookipa Kahaluu	Site and ADA Improvements, Unit Renovations	On-going
46	Ke Kumu Ekolu	Installation of Backflow Preventer	TBD
	Ke Kumu Elua	Installation of Backflow Preventer	TBD
49	Wahiawa Terrace	Installation of New Sewer Pump Station	TBD

			Cont'd
AMP/MU	Property	Project Description	Est. Start Date
50	Palolo Valley Homes	Physical Improvements	On-going
n/a	Ke Kumu Ekahi	Installation of Backflow Preventer	NA

The schedule above is not all inclusive and may be subject to change.

c. Relocation

In the event that a property undergoes major renovation/modernization, construction and/or major repairs involving the temporary relocation of tenants, the Successful Offeror shall be responsible to assist with the following minimum services:

- 1) Locate suitable temporary housing such as other public housing sites or private owned housing available on the open residential rental market. Maximum rents shall not exceed current Section 8 Fair Market Rent (FMR).
- 2) Execute a Certificate of Right to Return, which certifies a tenant's right to return upon completion of the modernization construction.
- 3) Process reimbursable costs to the tenant for all reasonable out-of-pocket expenses incurred, including the cost of moving to and from the temporary housing and incidental expenses to the HPHA.
- 4) Upon completion of modernization construction and prior to move-in, conduct walk-through unit inspection and turn over keys with tenant.

In the event a property is to undergo renovation after the entire property is vacated, the Successful Offeror's management fee shall be forfeited during that time period. Upon completion of the modernization construction, the HPHA will notify the Successful Offeror of its ability to again earn the management fee on the renovated units.

F. Administrative Requirements & Qualifications

1. Management Representative

- a. The Successful Offeror shall designate a contact person who will be responsible for oversight of all properties 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 Successful Offeror'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 Successful Offeror shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- d. The Successful Offeror shall ensure adequate and appropriate representation at regular meetings with the HPHA. The HPHA anticipates monthly meetings with the Successful Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the HPHA.

2. Personnel

- a. All personnel shall be considered employees of the Successful Offeror.
- b. The Successful Offeror shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management/maintenance personnel are available at <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.
- c. All staff training, including, without limitation, training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, shall be the responsibility of the Successful Offeror. However, should any specific or extraordinary training be required of the Successful Offeror, the HPHA may require attendance at no cost to the Successful Offeror.
- d. The Successful Offeror shall participate in annual Fair Housing training, which may be offered by the HPHA or an outside agency. It is the responsibility of the Successful Offeror to secure annual training for its staff, including without limitation, AMP/MU 42/Ke Kumu Ekahi Manager, Public Housing Specialist(s), Maintenance Supervisor and other site staff.
- e. The Successful Offeror shall be responsible for training its own employees on both state and federal laws regarding language access prior to the issuance of the Notice to Proceed and that its employees are certified annually thereafter. The Successful Offeror shall provide

acceptable documentation as evidence that staff has completed the training, such as a sign-in/sign-out sheet.

- f. The Successful Offeror shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property. Supervision and performance evaluation shall be the responsibility of the Successful Offeror. The HPHA shall be provided with access to employee performance evaluations, upon request, for the purposes of monitoring.
- g. The Successful Offeror with the concurrence of the HPHA shall hire a responsible employee as the Manager for Ke Kumu Ekahi, MU 42, and each AMP who will be available during normal State of Hawaii operating hours, Monday thru Friday from 7:45 a.m. to 4:30 p.m., except for holidays observed by the Hawaii State government, as a point of contact for the residents and the HPHA. See Attachment 31. The respective AMP/MU 42/Ke Kumu Ekahi Manager shall, at a minimum, respond to tenant concerns, supervise staff, enforce house rules, monitor vacancy rates, tenant accounts receivables, inspect the housing units and encourage tenant organization and participation.
- h. The AMP Managers, MU 42 Manager, and the Ke Kumu Ekahi Manager shall be certified in the following with certifications dated within one (1) year of the Contract start date:
 - 1) Certified Specialist Public Housing Manager (CS-PHM) or Accredited Residential Manager (ARM) or Certified Apartment Manager (CAM),
 - 2) Public Housing Certified Occupancy Specialist, and
 - 3) Public Housing Rent Calculation.

Alternatively, the Managers shall obtain and maintain renewal of its certification within six (6) months from the Contract start date, unless there are circumstances beyond the Successful Offeror's control, which are acceptable to the HPHA.

- i. The AMP Managers, MU 42 Manager, and the Ke Kumu Ekahi Manager and Working Foreman or equivalent shall be trained on the NSPIRE requirements dated within three (3) years of the Contract start date. Alternatively, the Managers and Working Foreman or equivalent shall complete the UPCS training or re-training within six (6) months of the Contract start date, unless there are circumstances beyond the Successful Offeror's control, which are acceptable to HPHA.
- j. The Successful Offeror shall employ or subcontract at a minimum a Carpenter, a licensed Plumber, and a licensed Electrician to repair

and improve the properties under each AMP, MU42 and Ke Kumu Ekahi. The Successful Offeror shall provide evidence of valid license for the plumber and electrician or subcontractor licenses to the HPHA.

- k. The Successful Offeror shall provide the HPHA with an email address for the Ke Kumu Ekahi Manager, MU 42 Manager, and each of the AMP Managers.
- l. The Successful Offeror shall provide the HPHA with an after-hour contact phone number for the Ke Kumu Ekahi Manager, MU 42 Manager, each AMP Manager, and the Working Foreman or equivalent.
- m. The Successful Offeror shall not institute additional or alternative paid holidays, including without limitation, the closure of business days at the expense of the HPHA and /or without express written consent by the HPHA.
- n. The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant residents of each of the properties. The Successful Offeror's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.
- o. During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror 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 Successful Offeror shall insert similar provisions in all subcontracts.

Furthermore, if 15 or more persons are employed, the Successful Offeror 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.

- p. The Successful Offeror agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA and in its discretion: The Successful Offeror shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful

manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

- q. The Successful Offeror shall conduct a nationwide criminal background check on all personnel employed at each property and be made available upon request by the HPHA.
- r. The Successful Offeror agrees to remove any of its employees who is arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- s. The Successful Offeror shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using controlled substances, including without limitation, crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
- t. The Successful Offeror shall not employ an employee under this Contract who is a registered sex offender in any State, Indian Country or U.S. territory. At any time during the Contract term, if it is discovered by the HPHA or by the Successful Offeror that an employee working at a property is a registered sex offender, the Successful Offeror shall immediately dismiss this person from employment under this Contract.
- u. The Successful Offeror shall provide to the HPHA photo release authorization to use its staff photos in HPHA publication(s) and/or the HPHA website.

G. Business Use of Privately Owned Vehicles

The Successful Offeror shall provide vehicle(s) to conduct operations at the properties under the resulting contract, including without limitation, administrative and maintenance functions for meetings, mail runs, site inspections, travel between properties, and pick up of maintenance equipment and/or materials.

The Successful Offeror will be reimbursed for business use of privately owned vehicle(s) in accordance with the standard mileage rate announced by the Internal Revenue Services and adopted by the STATE. The 2024 mileage rate is 67.0 cents per mile.

H. Administrative Policies

At a minimum, the Successful Offeror shall maintain its own written policies that address the following:

1. Drug Free Workplace Policy;
2. Sexual Harassment Awareness in the Workplace Policy;
3. Non-Violence in the Workplace Policy;
4. Standards of Conduct;
5. Conflict of Interest;
6. Fair Housing Policy;
7. Safety Plan or Policies; and
8. Procurement Policy and Procedures.

The Successful Offeror shall disclose all conflicts of interest between the Successful Offeror's organization and the AMP/MU/LIHTC residents to the HPHA. An initial written conflict of interest disclosure shall be submitted by the Successful Offeror within seven (7) business days of the HPHA's issuance of a Notice to Proceed. Subsequent conflicts of interest disclosures shall be submitted to the HPHA every six (6) months, regarding personnel changes in the Successful Offeror's organization and/or changes in the AMP/MU/LIHTC resident population.

The Successful Offeror's procurement policy and procedures shall be in accordance with all applicable federal and state procurement rules to ensure a competitive process for selection of service providers. All service providers and/or subcontractors selected to render services under this Contract shall be in compliance with the Successful Offeror's procurement policy.

The Successful Offeror shall provide written documentation not later than 15 days after the notice to proceed to confirm that all staff are informed of its requirements and agree to comply with said policies. The Successful Offeror shall provide written verification for the completion of required policies from each employee. The Successful Offeror shall be solely responsible for the conduct of its employees and for their compliance with its administrative policies.

I. Payment

The Successful Offeror shall be paid on a cost reimbursement basis for personnel and direct operational expenditures related to the management, maintenance and resident services as accepted in the price proposal and/or as allowable by the HPHA. All costs incurred must be supported by verifiable evidence that payment was made such as payroll records, invoices, receipts. No profit shall be allowed on reimbursable expenditures, including without limitation, postage, telephone, copy costs, and supplies. The management fee shall be earned on a per occupied unit basis. The Successful Offeror

shall pay the State of Hawaii general excise tax and all other applicable taxes.

- a. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
- b. The HPHA shall reimburse the Successful Offeror for all salaries, medical and fringe benefits, payroll taxes, and insurance for site personnel designated on the Successful Offeror's organization chart and within the amounts in the accepted price proposal.
- c. Invoices for reimbursement of price proposal expenditures shall be submitted on separate invoices for Ke Kumu Ekahi, each AMP and MU 42 and billed not earlier than once every two (2) weeks or semi-monthly.
- d. Invoices for management fees shall be submitted on separate invoices for Ke Kumu Ekahi, each AMP and MU 42 and shall be earned based on the number of occupied units for each month. Management fee invoices shall be billed monthly and submitted not earlier than the 1st of the following month. The Successful Offeror shall submit documentation indicating the number of units occupied for the requested period.
- e. The HPHA shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of the initial 12-month period. The HPHA shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of each extension period. Requests for payment shall be submitted at the end of each contract period and shall detail the gross amount requested, the five percent (5%) withholding amount and the net amount requested. Release of the five percent (5%) retainage shall be subject to final settlement and satisfactory acceptance of services for each applicable Contract period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.
- f. The Successful Offeror's management fee shall be earned monthly on a per occupied unit basis. The proposed management fee will not be greater than \$30 per occupied unit each month for the Federal LIPH properties and not greater than \$42 per occupied unit each month for the State LIPH properties and Ke Kumu Ekahi for the initial Contract period and all subsequent option periods. It is allowable to propose management fees above the allowable rates for the properties. However, the Offeror shall provide justification for proposed management fees above the allowable rates.

An occupied unit shall be determined as follows:

- 1) Units occupied for the entire reporting month;
- 2) Units partially occupied for the reporting month;
- 3) Vacant units slated by the HPHA for modernization and approved by HUD;
- 4) Vacant units referred by the Successful Offeror to the HPHA for repair and approved by HUD; and
- 5) Vacant units approved by HUD for special purposes.

The Successful Offeror's earned management fee for each month shall be determined by the completion of the below six (6) components and sub-components of the Successful Offeror's management plan:

Management Plan Components / Sub-Components		Percentage Allocation
1)	Administrative Requirements a) Supervisor's Review of Re-Exams (20%) b) EIV Authorization (due quarterly) c) Community Service (at placement and annually reviewed) d) Crime Reports (incidents logged and quarterly reporting) e) Pre-Rent Run (due by rent run) f) Occupancy Rate (98% or higher)	10%
2)	Re-Examinations, Rent Collection and Tenant Account Receivables a) Re-exams (100%) b) Delinquency Rate (2% or below) c) 90 Day Accounts (all accounts following rent collection policy)	35%
3)	Unit, Common Area & Grounds Maintenance (Site Visit Assessment)	10%
4)	Unit Turnover (within the month or 7 days or less)	25%
5)	Work Order System a) Emergency Work Orders (closed/abated within 24 hours) b) Non-Emergency Work Orders (average closed within 2 business days or less)	10%

		Cont'd
Management Plan Components / Sub-Components		Percentage Allocation
6)	Routine and Preventive Maintenance a) Units b) Buildings c) Site	10%
Total		100%

The percentage allocation assigned to each component will be used for the purpose of determining the Successful Offeror's management fee earned for each month. In the event that the Successful Offeror fails to comply with any of the sub-components of the Successful Offeror's management plan, the respective percentages assigned to the component of the management fee will not be earned and will be deducted from the Successful Offeror's management fee invoice for the month.

- g. The HPHA shall reimburse the Successful Offeror for subcontracted operational expenditures related to the management, maintenance and resident services of the properties as deemed appropriate by the HPHA. Subcontracted services may include without limitation, carpentry, electrical, plumbing, pest control, tree trimming, refuse collection, bulky item disposal, criminal background check fees related to tenant income re-examination/certification processing. The Successful Offeror shall submit appropriate documentation evidencing the costs incurred.

Invoices for reimbursement of subcontracted operational expenditures shall be submitted on separate invoices for Ke Kumu Ekahi and each AMP/MU and billed to the HPHA not earlier than once every two (2) weeks or semi-monthly. Payment will be made through other means such as a State Purchase Order.

- h. The HPHA shall reimburse the Successful Offeror for business use of privately owned vehicle(s) for site operations under the Contract in accordance with the standard mileage rate announced by the Internal Revenue Service and adopted by the STATE.

Invoices for mileage reimbursement shall be submitted to the HPHA on separate invoices for Ke Kumu Ekahi, MU 42 and each of the AMPs and billed not later than the 15th of the following month. The Successful Offeror's site personnel shall forfeit the mileage reimbursement claim against the HPHA if the mileage reimbursement claim is not submitted by the 15th of the following month unless the delay is due to circumstances beyond the control of the Successful Offeror and determined acceptable to the HPHA. Payment for mileage reimbursement will be made through other means such as a State Purchase Order.

- i. The Successful Offeror shall submit original invoice(s) for services rendered to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
P.O. Box 17907
Honolulu, Hawaii 96817

Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper 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 the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

All invoices shall reference the Contract number assigned to the Contract and identify Ke Kumu Ekahi, MU 42, or the specific AMP in which services were rendered. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has submitted the receipts for the goods and services specified.

- j. Invoice(s) 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 fiscal year-end close out process. 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.
- k. For final payment, the Successful Offeror must submit a valid tax clearance certificate. A valid tax clearance certificate shall be dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.

(END OF SECTION)

Section 3

Proposal Forms and Instructions

Section 3

Proposal Forms and Instructions

I. General Instructions

An offeror may submit a proposal application for both groups of properties or either one group of properties. The Offeror's proposal shall be considered a complete plan in accomplishing all tasks identified in this RFP for the specific group(s) of properties submitted in the Offeror's proposal (Group I – Oahu Properties and Group II – Hawaii Properties). The Offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal shall constitute the Offeror's indisputable representation of compliance with every requirement of the RFP and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to Offeror.

An Offeror shall submit **one (1) original proposal marked "ORIGINAL", four (4) copies of the original marked "COPY" and one (1) electronic copy in PDF format on a USB drive**. It is imperative to note that the Offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the Offeror's name, address, telephone number, and address it to the attention of the RFP Coordinator.

All corrections to a proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Prior to submission of a proposal, the Offeror must:

- A. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- B. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item, unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

TIP: Offerors should submit their proposal with sufficient detail to ensure that the reader is able to fully understand their approach to management and maintenance.

A good test is to give the proposal to someone who has not written the proposal and see if he/she is able to get a clear picture of how the properties will be operated.

II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Electronic mail transmissions shall not be accepted. Proposals submitted solely in electronic format shall not be accepted. See Attachment 33 for Proposal Submittal Checklist.
- B. Offeror shall submit its proposal under the Offeror's exact legal name registered with the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the Contract.
- C. Offeror's authorized signature shall be an original signature in ink. If the proposal is not signed by an authorized representative as submitted on the corporate resolution or the affixed signature is a photocopy, the proposal may be rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.
- D. A proposal security deposit is not required for this RFP.
- F. A numerical outline to include the Offeror's organization, RFP identification information, titles/subtitles and numerical outline information on the top right-hand corner of each page of the proposal.
- G. Include consecutive page numbering on the proposal, which should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be bound and tabbed by sections.

III. Proposal Application

Listed below are the sections that must be included in the Offeror's proposal. Each section must be clearly labeled and shall be assembled in the order described herein.

- 1. Transmittal Letter
- 2. Table of Contents
- 3. Background and Summary
- 4. Experience and Capability
- 5. Past Performance
- 6. Personnel: Project Organization and Staffing
- 7. Management Plan
- 8. Financial
- 9. Other

A. Transmittal Letter

A Transmittal Letter shall be included in the proposal. See Attachment 30. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:

1. A statement indicating that the Offeror is a corporation or other legal entity and provide the federal and state taxpayer identification number of the legal entity.
2. A statement that the Offeror is or will be registered to do business in Hawaii and will obtain a Federal Tax License and State General Excise Tax License before the start of the work.
3. A statement declaring the Offeror is not in violation of chapter 84, HRS, concerning prohibited State contracts.
4. A statement certifying that the prices(s) submitted by the Offeror was/were independently arrived at without collusion.
5. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the Offeror. If no addenda have been received, a statement to that effect should be included. Alternatively, complete and submit with the proposal application Acknowledgement of Addenda form. See Attachment 34.
6. A statement that the Offeror has a valid State of Hawaii Real Estate Broker's license and employs a licensed principal broker, including the name, date and license number. **Offerors must submit evidence of said licenses.**
7. A statement authorizing the HPHA to verify information provided in the Offeror's proposal.
8. A statement indicating the group(s) of properties included in the proposal, Group I for the Oahu properties, and Group II for the Hawaii Island properties.

B. Background and Summary

Summarize and highlight the contents of the proposal to provide a broad understanding of the entire proposal. Include a brief description of the Offeror's management philosophy and overall approach to management of the properties. Include a brief description of the Offeror's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

C. Experience and Capability

Offerors shall have 10 years of experience in managing multi-family residential properties and 10 years of experience in managing federal public housing properties OR combined personnel experience of 25 years in managing multi-family residential properties and federal public housing properties. Offerors shall be experienced and knowledgeable in the management of affordable housing projects, including without limitation, various HUD housing programs necessary to manage the properties.

1. Necessary Skills and Experience

The Offeror shall demonstrate that it has the necessary skills, abilities, knowledge and experience relating to the delivery of the proposed services. The Offeror shall also provide a list of verifiable experience with projects/contracts for the most recent five (5) years that are pertinent to the proposed services. List shall include property owner name, property name, number of units, type of units, and dates managed.

For Offerors who have managed Public Housing Authorities with high performer status, provide a list of verifiable experience to include the Public Housing Authority name, time of performance and when high performance status was achieved/maintained.

2. Quality Assurance and Evaluation

The Offeror shall describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate.

3. Coordination of Services

The Offeror shall demonstrate the capability to coordinate services with other agencies and resources in the community.

4. Resolution of Property Management Issues

Offerors must provide documented evidence that, during the last two (2) years immediately prior to the deadline for receipt of proposals, the Offeror has successfully performed duties substantially similar to the requirements as stated in Section 2, Scope of Work, of this RFP. Emphasis should be given to past performance reflecting problem resolution activities with property owners/residents. The HPHA reserves the right to verify the documented experience directly with the owner contact person as submitted in the proposal.

D. Past Performance

1. Provide a listing of verifiable experience with similar engagements for Public Housing Authorities within the last five (5) years. Identify the name of the Public Housing Authority, the nature and duration of the engagements, and primary accomplishments.
2. Provide five (5) professional references for similar engagements within the last five (5) years, preferably relevant to the type and scope of services as solicited in this RFP. Reference shall include contact name, title, organization/entity, telephone number, and electronic mail address.
3. Indicate whether the offeror has any litigation, either pending, ongoing or completed, between your firm and any current or former clients during the last five (5) years immediately prior to the deadline for receipt of proposals.
4. Indicate whether the offeror has ever been terminated from an engagement/contract. If so, describe the circumstances and outcome.

E. Personnel: Project Organization and Staffing

1. Proposed Staffing

Describe the proposed staffing pattern, client/staff ratio. Refer to the applicable personnel requirements in Section 2, Scope of Work.

2. Staff Qualifications

Provide the qualifications, including experience of staff assigned to Ke Kumu Ekahi, MU 42 and each AMP as applicable to the proposed group(s) of properties. Describe the knowledge and experience of the proposed staff, including the Manager, management and maintenance staff and their respective proposed position descriptions and responsibilities to include the day-to-day operational management. **Attach resumes, relevant professional background/experience and/or certifications of each staff as applicable.**

3. Supervision and Training

Describe the Offeror's ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

4. Organization Charts

Provide organization charts in the proposal as follows: 1) Reflective of the Offeror's organization and 2) reflective of the positions and line of responsibility/supervision of each staff assigned to provide services under Ke Kumu Ekahi, MU42 and each AMP under the resulting Contract if awarded. Include position title, proposed staff name and full-time equivalency.

F. Management Work Plan

The management work plan shall address all tasks required under this RFP and must demonstrate the Offeror's understanding of the service requirements.

The Offeror must provide a detailed work plan for accomplishing the administration, management, and maintenance responsibilities required for the properties. The work plan should describe how each AMP, MU 42 and Ke Kumu Ekahi will be operated on a day-to-day basis including actions to be taken, responsible parties, and timelines for implementation.

The management work plan must address the following minimum services:

1. Administrative Requirements

Describe in detail how vacancies in personnel will be handled staff are qualified, capable and properly trained to ensure services are maintained and delivered satisfactorily.

2. Re-Examinations, Rent Collection and Tenant Account Receivables

Describe in detail how re-examinations, rent collection, and tenant account receivables for each property will be handled to ensure services are maintained and delivered satisfactorily. Additionally, based on the current delinquent rate, describe in detail how the two percent (2%) delinquency rate will be achieved and maintained. Include actions to be taken, responsible parties, and timelines for implementation.

3. Vacated Tenant Accounts Receivable

Describe in detail how vacated tenant accounts receivable will be handled for each property to ensure services are maintained and delivered satisfactorily. Additionally, detail how vacated tenant accounts receivables will be limited to not greater than 10 percent (10%) of the outstanding balance for each month. Include actions to be taken, responsible parties, and timelines for implementation.

4. Unit, Common Area and Grounds Maintenance

Describe in detail how annual unit inspections, and unit, common area and grounds maintenance for each property will be performed satisfactorily. Include actions to be taken, responsible parties, and timelines for implementation.

5. Unit Turnover

Based on the current unit turnover rate at each property, describe in detail how the two percent (2%) vacancy level and the required same month or seven (7) day unit turnover will be attained and maintained for each property. Include actions to be taken, responsible parties, timelines for implementation, and quality control.

6. Work Order System

Describe in detail how unit repair and maintenance work orders will be accurately recorded and closed out for each property. Include actions to be taken, responsible parties, and timelines for implementation.

7. Routine and Preventive Maintenance

Describe in detail how routine and preventive maintenance will be addressed on a timely basis for each property. Include actions to be taken, responsible parties, and timelines for implementation.

8. Utilities

Describe in detail how electricity and water consumption for each property shall be monitored for unusually high usage or irregular charges. Include how staff will work with the tenants to conserve water and electricity on a regular basis.

9. Bulky Item Disposal

Describe in detail how bulky item disposal shall be addressed for each property. Include actions to be taken, responsible parties, and timelines for implementation.

10. Pest Control

Describe in detail how insect and rodent issues shall be addressed at each property. Include actions to be taken, responsible parties, and timelines for implementation.

11. Capital Needs Assessment and Investment Plan

Describe in detail a capital needs assessment and investment plan for each property. Include actions to be taken, responsible parties, and timelines for implementation.

12. Environment, Safety and Health Plan

Describe in detail an environment, safety and health plan for each property. Include actions to be taken, responsible parties, and timelines for implementation.

13. Resident Services and Associations/Councils

Describe in detail how resident services and resident associations/councils will be addressed at each property. Include actions to be taken, responsible parties, and timelines for implementation.

14. Safety and Security

Describe your understanding of safety and security issues at each property. Include in detail how the safety and security issues will be addressed.

15. Procurement of Services, Equipment, and Supplies

Describe your understanding of how procurement of services, equipment and supplies will be addressed and how it complies with State/Federal regulations. Include actions to be taken, responsible parties, and timelines for implementation.

16. Service Interruptions

Describe in detail how service interruptions will be addressed for each property. Include actions to be taken, responsible parties, and timelines for implementation.

17. Regular Business Hours

Describe in detail how regular business hours will be managed.

G. Financial

1. Total Price Proposal

Offerors shall submit a price proposal for Ke Kumu Ekahi, MU 42 and each AMP as applicable to the proposed group(s) of properties as solicited in the RFP. Separate price proposals shall be submitted for State and Federal properties within each AMP/MU. A Summary Price Proposal page shall be provided to tally the sum of the price proposal amounts for Ke Kumu Ekahi, MU 42 and each AMP as applicable for each group of properties proposed (Group I – Oahu Properties and Group II – Hawaii Island Properties) and provide the Grand Total Price Proposal for proposed group(s) of properties. See Attachment 26 for Sample Price Proposals. This price proposal shall include personnel salaries, wages, personnel medical and fringe benefits, management fee, liability insurance costs, and payroll/other applicable taxes in accordance with all applicable federal, state and local rules and regulations.

The current wage rates and position class specifications for administrative and maintenance personnel are included as Attachment 28 and are available at <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.

The proposed management fee will not be greater than \$30 per occupied unit each month for the Federal LIPH properties and not greater than \$42 per occupied unit each month for the State LIPH properties and Ke Kumu Ekahi for the initial Contract period and all subsequent option periods. It is allowable to propose management fees above the allowable rates for the properties. However, the proposal shall provide justification for proposed management fee above the allowable rates.

Offeror shall provide narrative/justification to substantiate proposed expenses other than the named categories listed above.

2. Cost Reimbursement for Operational Costs

The resulting Contract is a cost reimbursement pricing structure and reflects a not to exceed purchase arrangement in which the HPHA pays the Successful Offeror for budgeted costs incurred for the delivery of services specified in the resulting Contract, up to a stated maximum obligation as accepted in the Successful Offeror's price proposal. Cost reimbursement shall include without limitation, personnel salaries, wages, personnel medical and fringe benefits, payroll/other applicable taxes and other management expenses or subcontractor costs such as liability insurance, electrical, plumbing, refuse collection, bulky item disposal, pest control, and tree trimming. See Attachment 29. The Successful Offeror shall be required to

submit invoices to include without limitation, copies of subcontractor's invoices detailing the amount(s) to be reimbursed.

3. Financial Related Materials

In order to determine the adequacy of the Offeror's accounting system as described under the administrative rules, the Offeror shall submit a copy of the most recent financial audit or other acceptable evidence that the Offeror has an adequate accounting system.

Offerors should also describe in a comprehensive manner the fiscal management structure, including without limitation, budgeting, fiscal controls and accounting.

H. Other

1. Offerors shall submit the following with his/her proposal application:

- a. **List of Subcontractors** to include methodology of subcontractor selection, subcontractor name, description of services and applicable licenses; and
- b. **Offeror's Procurement Policy and Procedures.**

Failure to submit the above documents at the time of proposal submission will be cause for rejection of the Offeror's proposal.

2. Offerors will also submit the following with his/her proposal application:

- a. **Signed Certifications and Representations of Offerors, Form HUD 5369-C.**
- b. **Administrative Policies**

Submit the following written policies on an USB Drive:

- 1) Drug Free Workplace Policy;
- 2) Sexual Harassment Awareness in the Workplace Policy;
- 3) Non-Violence in the Workplace Policy;
- 4) Standards of Conduct;
- 5) Conflicts of Interest;
- 6) Fair Housing Policy;
- 7) Language Access Policy;
- 8) Safety Plan or Policies; and

- c. Signed **Wage Certificate** to demonstrate compliance with section 103-55, HRS.
- d. **Corporate Resolution** indicating authorized signer for proposals and contractual documents on behalf of the Offeror.

Failure to submit the above documents at the time of proposal submission may be cause to reject the Offeror's proposal.

(END OF SECTION)

Section 4

Proposal Evaluation & Award

Section 4

Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee appointed by the HPHA Executive Director or designee will evaluate all proposals received by the due date/time to evaluate the technical aspects of the proposals. The evaluation of such proposals will be based solely on the evaluation criteria set forth in this RFP.

Each proposal will be reviewed for overall compliance with the RFP requirements and will be scored based on a total possible of 100 points. A proposal application submitted for both groups of properties (Group I – Oahu and Group II – Hawaii Island) will receive two separate scores, one score for Group I and one score for Group II. The evaluation criteria will be as follows:

Evaluation Criteria	Total Possible Points
Mandatory Requirements	Pass or Reject
A. Experience and Capabilities	30 points
<div>1) Up to 10 points will be awarded based on the extent to which the Offeror clearly demonstrates their experience and knowledge, quality assurance plan, ability to coordinate services with other agencies to provide the proposed services, and resolution of property management issues.</div> <div>2) Up to 10 points will be awarded based on the extent to which the Offeror clearly demonstrates having successfully performed the proposed services.</div> <div>3) Up to 10 points will be awarded to Offeror with experience in managing Public Housing Authorities with high performer status.</div>	

B. Past Performance	15 points
<ol style="list-style-type: none"> 1) Up to 5 points will be awarded based on the extent to which the offeror has satisfactorily performed similar engagements with Public Housing Authorities. 2) Up to 5 points will be awarded based on the extent to which the offeror has satisfactorily performed engagements relevant to the type and scope of services as solicited in this RFP. 3) Up to 5 points will be awarded based on the extent to which the offeror has no terminated contract(s) and/or pending, on-going, or completed litigation during the last five (5) years immediately prior to the deadline for receipt of proposals. 	
C. Personnel: Project Organization and Staffing	10 points
<ol style="list-style-type: none"> 1) Up to 5 points will be awarded based on the Offeror's proposed staffing pattern and minimum qualifications pattern related to the delivery of the proposed services. 2) Up to 5 points will be awarded based on the Offeror's organization chart, ability to supervise, train, and provide administrative direction to the delivery of the proposed services. 	
D. Management Work Plan	35 points
<ol style="list-style-type: none"> 1) Up to 5 points will be awarded on the Offeror's proposal addresses all services required in the RFP. 2) Up to 15 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the proposed administrative services will be accomplished. 3) Up to 15 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the proposed maintenance services will be accomplished. 	

E. Financial	5 points
<ol style="list-style-type: none"> 1. Up to 2 points will be awarded based on the reasonableness of the Offeror's total price proposal for the proposed services. 2. Up to 3 points will be awarded on the extent the Offeror demonstrates having an adequate accounting system, clearly and concisely describes the Offeror's fiscal management structure, including without limitation, budgeting, fiscal controls and accounting. 	
F. Price Proposal	5 points
<p>Up to 5 points will be awarded to the proposal with the lowest cost factor within each category of proposals received. Each proposal that has a higher cost factor than the lowest cost factor proposal within the same category of proposals must have a lower rating.</p>	
Total	100 points

Only information that is submitted directly to the HPHA in the Offeror's proposal application package will be considered for evaluation of the Offeror's proposal unless the HPHA seeks additional information during the evaluation process.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsible Offerors who submitted the highest-ranked proposals. If there are fewer than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to clarify necessary issues regarding the Offeror's proposal before the best and final offer.

II. Mandatory Requirements

Proposals shall be prepared in accordance with the instructions provided in this RFP and shall meet all requirements set forth in this RFP. Proposals shall be in the format as prescribed by this RFP and shall contain a response to each of the Proposal Application sections identified in Section 3 of the RFP. The HPHA will conduct an initial review to ensure that all proposals meet the submittal requirements and includes all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Financial Review

The HPHA will evaluate the proposed costs and its supporting narrative to demonstrate realistic operational expenses. The financial review will evaluate financial and contractual acceptability and price reasonableness.

IV. Price Proposal Review

The proposal(s) with the lowest cost factor in Group I and Group II shall receive the highest available rating allocated to cost. Each proposal within each Group that has a higher cost factor than the lowest cost factor proposal within the Group must have a lower rating for cost.

The points allocated to the higher priced proposals within the same Group of properties must be equal to the lowest proposal price within the same Group of proposals multiplied by the maximum points available for price, divided by the proposal price being rated within the same Group of proposals as follows:

$$\frac{\text{Price of the lowest priced proposal within the Group} \times 5}{\text{Price of the proposal being rated within the same Group}}$$

V. Technical Review

The proposal will be evaluated for technical and contractual acceptability. The technical review will be evaluated to determine if the offeror possesses the experience and capability to successfully perform the requirements of the solicitation. The technical criteria are as follows:

1. Experience and Capability;
2. Past Performance;
3. Personnel: Project Organization and Staffing;
4. Management Work Plan;
5. Financial; and
6. Other.

The Successful Offeror shall produce documents to demonstrate compliance with section 3-122-112, HAR, Responsibility of Offerors.

The HPHA reserves the right to review and consider the quality of each offeror's past performance. The assessment of an offeror's past performance will be used as a mean of evaluating the credibility of the Offeror's approach to work accomplishment in the management plan.

In investigating an Offeror's past performance, the HPHA may consider the past performances which the offeror may have had with the HPHA, information provided in the offeror's proposal, and information obtained from other sources, including past and present clients and their employees; other Government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The HPHA may seek to determine whether the offeror has consistently demonstrated a commitment to client satisfaction and timely delivery of services at fair and reasonable prices.

V. Method of Award

All proposals submitted will be evaluated in accordance with the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in this RFP. Proposals which do not conform to all requirements expressed in this RFP may be rejected without further evaluation, deliberation or discussion.

Proposals received will be categorized for evaluation purposes by the respective group of properties proposed in response to this RFP, Group I for the Oahu properties and Group II for the Hawaii Island properties. Proposals will be evaluated for the Group(s) of properties submitted in the offeror's proposal. Separate scores will be for Group I and Group II. A proposal submitted for both groups of properties will be evaluated under both Group I and Group II and will be considered for award under both groups of properties.

All proposals will be reviewed and scored in accordance with the evaluation criteria. Offerors with proposal score(s) that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals will not be considered.

Up to two (2) contracts may be award as a result of this RFP as follows:

- 1) Award for all properties solicited under the RFP for both Groups I and II to include AMPs 40, 44, 45, 49, 50, and MU 42 on Oahu and AMPs 43, 46, and Ke Kumu Ekahi on Hawaii Island; OR
- 2) Award for all properties under Group I for the Oahu properties to include AMPs 40, 44, 45, 49, 50, and MU 42; and

Award for all properties under Group II for the Hawaii Island properties to include AMPs 43, 46, and Ke Kumu Ekahi.

After proposal evaluation and verification that the highest ranked Offeror(s) demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror, a Notice of Award will be issued to the highest ranked Offeror in Group I and Group II whom is determined to provide best value to the HPHA with consideration to price and other evaluation criteria set forth in this RFP.

Pursuant to section 3-122-59 HAR, if there is only one responsible Offeror submitting an acceptable proposal, an award may be made to the single Offeror. In the alternative, the proposal may be rejected and new requests for proposals may be solicited if certain conditions are not met; the proposed procurement may be cancelled; or an alternative procurement method may be conducted.

The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Proposals should be submitted on the most favorable terms an Offeror can provide to the HPHA in terms of price and technical standpoint.

(END OF SECTION)

Section 5

Attachments

1. List of Properties
2. Physical Characteristics and Maps of the Properties
3. Samples of Various Reporting Forms
4. Federally-Assisted Housing Projects, HAR, Title 17, Subtitle 5, Chapter 2028
5. State-Aided Elderly Public Housing Projects, HAR, Title 17, Subtitle 5, Chapter 2035
6. State-Aided Family Public Housing Projects, HAR, Title 17, Subtitle 5, Chapter 2034
7. HPHA Rent Collection Policy and Procedures
8. Eviction Procedures, HAR, Title 17, Subtitle 5, Chapter 2020
9. Grievance Procedures, HAR, Title 17, Subtitle 5, Chapter 2021
10. HPHA Pet Ownership Policy for Federal Public Housing Projects
11. HPHA Implementation of Public Housing Resident Community Service Requirements
12. Sample Rental Agreement for Federal Public Housing
13. Sample Rental Agreement for State-Aided Public Housing
14. Sample Project Rules
15. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
16. Sample Contract – Attachment S1, Scope of Services
17. Sample Contract – Attachment S2, Compensation and Payment Schedule
18. Sample Contract – Attachment S3, Time of Performance
19. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
20. Sample Contract – Attachment S5, Special Conditions
21. General Conditions, State AG-008 103D
22. General Conditions, Federal Form HUD 5370-C
23. Instructions to Offerors Non-Construction, Form HUD 5369-B
24. Certifications and Representations of Offerors, Form HUD 5369-C
25. Sample Operating Budget Form
26. Price Proposal Format
27. Wage Certificate
28. Position Descriptions and Salary Schedules
29. Examples of Project & Management Fee Costs
30. Sample Transmittal Letter
31. Hawaii State Government 2024 and 2025 Holiday Schedule
32. Refuse Collection Service Requirements
33. Proposal Submittal Checklist
34. Acknowledgement of Addenda
35. State Eviction Practice and Procedures, HAR, Title 17, Subtitle 5, Chapter 2038
36. Sample of Various Reporting Forms for Ke Kumu Ekahi
37. Sample of Rental Agreement for Ke Kumu Ekahi

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