Hawaii Public Housing Authority
State of Hawaii

RFP No. FMO-31-2025

Request for Proposals for Banking Services for the Hawaii Public Housing Authority

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 December 29, 2025

EQUAL HOUSING OPPORTUNITY

RFP Table of Contents

Section 1 – Administrative Overview

I. Authority 1
II. RFP Organization 1
III. Contracting Office 2
IV. Procurement Timeline 3
V. Pre-Proposal Video Conference 3
VI. Submission of Questions 3
VII. Submission of Sealed Proposals 4
VIII. Discussion with Offerors Prior to Proposal Submission 7
IX. Opening of Proposals 7
X. Additional Materials and Documentation 7
XI. RFP Amendments 7
XII. Additional Terms and Conditions 7
XIII. Cancellation of Request for Proposals 8
XIV. Costs for Proposal Preparation and Verification 8
XV. Mistakes in Proposals 8
XVI. Rejection of Proposals 8
XVII. Withdrawal of Proposals 9
XVIII. Best Available Data 9
XIX. Notice of Award 9
XX. Protests 9
XXI. Availability of Funds 10
XXII. General and Special Conditions of the Contract 10
XXIII. Cost Principles 11
XXIV. Campaign Contributions by State and County Contractors 11

Section 2 – Scope of Services

I. Introduction
- A. Purpose or Need 12
- B. Funding Source and Period of Availability 12

II. General Requirements
- A. Qualifying Requirements 13
- B. Type of Contract 17
- C. Single or Multiple Contracts to be Awarded 19
- D. Single or Multi-Term Contracts to be Awarded 19
- E. Contract Price Adjustments 20

III. Contract Monitoring & Remedies
- A. Monitoring 20
- B. Termination 21

IV. Scope of Services
A. Management Requirements 21
B. Administrative Requirements & Qualifications 22

Section 3 – Proposal Forms and Instructions

I. General Instructions 27
II. Proposal Forms 27
III. Proposal Application 28

Section 4 – Proposal Evaluation and Award

I. Proposal Evaluation 32
II. Financial Review 34
III. Technical Review 35
IV. Method of Award 36

Section 5 – Attachments

1. Instructions to Offerors Non-Construction, Form HUD 5369-B
2. Certifications and Representations of Offerors, Form HUD 5369-C
3. Wage Certificate
4. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
5. Sample Contract – Attachment S1, Scope of Services
6. Sample Contract – Attachment S2, Compensation and Payment Schedule
7. Sample Contract – Attachment S3, Time of Performance
8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
9. Sample Contract – Attachment S5, Special Conditions
10. General Conditions, State AG-008 103D
11. General Conditions, Federal Form HUD 5370-C
12. Hawaii State Government 2026 and 2027 Holiday Schedule
13. Proposal Submittal Checklist
14. Sample Transmittal Letter
15. Acknowledgement of Addenda
16. Sample HUD Form 51999 – General Deposit Agreement

Notice to Offerors

REQUEST FOR PROPOSALS (RFP) No. RFP FMO-31-2025

Notice is hereby given that the Hawaii Public Housing Authority (HPHA) will be accepting sealed proposals for banking services to meet the depository and cash management needs for HUD-related and non-HUD-related accounts held by the HPHA.

The Request for Proposals may be downloaded at the HPHA website at www.hpha.hawaii.gov beginning Monday, December 29, 2025. The HPHA will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), January 7, 2026. Offerors interested in participating in the conference are to contact the RFP Coordinator for video conference arrangements. Interested Offerors are strongly encouraged to participate.

Sealed proposals shall be received by the HPHA at 1002 N. School Street, Bldg. E, Honolulu, Hawaii 96817 by 4:00 p.m. HST, Thursday, January 22, 2026. Electronic mail submissions **shall not** be accepted. The official proposal receipt time shall be the time stamped in at the HPHA. 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, Thursday, January 22, 2026.

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 Mr. Rick Sogawa, RFP Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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 banking services to meet the depository and cash management services to effectively manage HUD-related and non-HUD-related accounts for the HPHA.

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 banking services for the HPHA.

Offerors are notified that this procurement of services is expressly exempt from Chapter 103D, HRS, (Hawaii Public Procurement Code) by Section 103D-102, HRS. Although this solicitation is not subject to Chapter 103D, HRS, the General Conditions in Attachment 10 of this RFP refer to Chapter 103D, HRS, and the Procurement Rules, which shall be incorporated as part of the Contract where applicable for these services.

This Request for Proposals (RFP) is issued under the provisions of 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

The designated RFP Coordinator is as follows:

Mr. Rick T. Sogawa
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. G
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Email: rick.t.sogawa@hawaii.gov

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

The Fiscal Management Office 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:

Mr. Bennett Liu
Hawaii Public Housing Authority
Fiscal Management Office
1002 North School Street, Bldg. M
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

Activity	Scheduled Dates
Public notice announcing RFP	December 29, 2025
Distribution of proposal specs/proposal form	December 29, 2025
Pre-Proposal Video Conference	January 7, 2026
Deadline to submit written inquires	January 9, 2026
State response to written inquires	January 14, 2026
Proposal Submittal Deadlines	January 22, 2026 4:00 p.m. HST
Proposal Evaluation	January 2026
Notice of Award	January/February 2026
Contract Execution	February 2026
Start of Services	February 15, 2026 or upon issuance of a Notice to Proceed

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

The HPHA will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), Wednesday, January 7, 2026. Offerors interested in participating in the conference are to contact the RFP Coordinator for video conference arrangements. Interested Offerors are strongly encouraged to attend the Pre-Proposal Video Conference. Attendance at the Pre-Proposal Video Conference is not required in order to submit a proposal.

Impromptu questions will be permitted at the Pre-Proposal Conference 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 Wednesday, January 9, 2026. 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 Wednesday, January 9, 2026. 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 Wednesday, January 14, 2026.

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 1 and 2.

B. **Proposal Submittal.** Sealed proposals shall be received by the HPHA at 1002 N. School Street, Bldg. E, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Thursday, January 22, 2026. 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, Building E
Honolulu, Hawaii 96817
Attn: Mr. Rick Sogawa, RFP Coordinator

Proposals received after 4:00 p.m. HST, Thursday, January 22, 2026 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 as follows:

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. FMO-31-2025), 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, Thursday, January 22, 2026.

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.

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 3.

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 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. 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.

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, Thursday, January 22, 2026. 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

After proposal evaluation and verification that the highest ranked Offeror demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror, a Notice of Award will be issued to the highest ranked Offeror indicating that the Offeror has been selected to provide the services under this RFP.

The Successful Offeror(s) receiving an award shall be required to enter into a formal written Contract with the HPHA. See Attachments 4 through 11 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 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

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 Address: P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address: P.O. Box 17907 Honolulu, Hawaii 96817
Business Address: 1002 N. School St, Bldg. E Honolulu, Hawaii 96817	Business Address: 1002 N. School St, Bldg. D 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.

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 10 may also be found on the State Procurement Office (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 11 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 9. 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

I. Introduction

A. Purpose

The purpose of this RFP is to procure banking services to meet the depository and cash management services to effectively manage and comply with HUD-program funds and non-HUD-related account funds, to include but not limited to, depository services, electronic fund transfers, collateralization of deposits reporting requirements for the HPHA..

B. 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. 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. Offeror's experience shall be as follows:

   a. Minimum of five (5) years of experience in working with State and/or Federal government funds;

   b. Be a State of Hawaii chartered or federally chartered financial institution;

   c. Be insured by the Federal Deposit Insurance Corporation (FDIC); and

   d. Experienced in providing similar services to other governmental entities.

2. The Successful Offeror may be required to comply with Cost Principles for For-Profit Organizations as specified in Handbook No. 2210.18.

3. 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.

4. Upon award of a Contract, the Successful Offeror shall furnish proof of compliance with:

   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 12 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 requirements:

Coverage	Limit
General Liability	$1,000,000.00 per occurrence for bodily injury and personal property damage and $2,000,000.00 general aggregate
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR combined single limit of $2,000,000.00.
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all employees) to all employees of sub-contractors.

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:

> "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, certificates(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. Section 3 of the U.S. Housing Act of 1968

   a. The work to be performed under this Contract may be 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 4 through 11, 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 10. 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 (≤ 12 mos.) ☐ Multi-term (> 12 mos.)

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

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 for up to 30 calendar days. 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 Adjustment

Each price proposal herein shall be firm.

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 personal observation, site inspection and/or other methods as deemed appropriate by the Contract Administrator and his/her designated representative(s), including without limitation U.S. Department of Housing and Urban Development, the HPHA auditors, the State Legislature, and/or other designated representatives.

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

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

4. 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.

5. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract, the HPHA reserves the right to purchase in the open market, a

corresponding quantity of services, and to deduct this cost from moneys 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.

6. 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. 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 SERVICES

A. Management Requirements

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

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

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

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

4. Check processing and fraud prevention tools;

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

6. Customer service and dispute resolution procedures;

7. Other services as needed to ensure proper management of HPHA funds; and

8. Execute HUD Form 51999 – General Deposit Agreement. See Attachment 16.

B. Administrative Requirements

1. Management Representative

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

   b. The HPHA Contract Administrator will send a monthly monitoring report to the 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

   The Successful Offeror shall:

   a. Ensure that all personnel meet the minimum qualifications

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

   c. 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.

   d. Ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant residents. The Successful Offeror's employees shall not provide confidential information without express written consent of the HPHA.

   e. Agree 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.

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

3. Administrative Policies

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

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Conflict of Interest;
f. Fair Housing; and
g. Americans with Disabilities Act.

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

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

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

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

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

4. Payment

The HPHA shall compensate the Successful Offeror in accordance with the accepted proposal. Personnel costs for services rendered shall be at the accepted hourly rates. The hourly rates shall be the all-inclusive cost to HPHA, including all applicable taxes, for satisfactory delivery of the services as specified in the Contract.

The HPHA agrees to pay reasonable expenses incurred by the Successful Offeror to fulfill its obligations to the HPHA. Reimbursement shall be based on actual costs incurred and is limited to the specified rates above. The Successful Offeror shall be responsible for costs exceeding the allowable reimbursable rates should the actual cost exceed the rates listed above. Reimbursable expenditures shall be paid through other means such as State purchase order or pCard.

Compensation shall be in accordance with and subject to the following:

1. The HPHA shall have 30 calendar days after receipt of a proper invoice and 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 that 30-day payment period. For the purposes of this paragraph, the Contractor's invoice date shall not be considered.

   For this reason, the HPHA will reject any proposals submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any offers submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

2. The Successful Offeror shall submit an original itemized statement for services rendered on a monthly basis to:

   Hawaii Public Housing Authority
   Fiscal Management Office
   1002 North School Street
   P.O. Box 17907
   Honolulu, HI 96817

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

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

5. Payment shall be made on actual services rendered and expenditures incurred by the Successful Offeror.

6. For final payment, the Successful Offeror must submit a valid tax clearance certificate. An original tax clearance certificate shall be dated not over two (2) months old from the last approval date with an original green certified copy stamp. A valid HCE Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.

(END OF SECTION)

Section 3
Proposal Forms and Instructions

I. General Instructions

The Offeror's proposal shall be considered a complete plan in accomplishing all services identified in this RFP. 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.

Please submit **one (1) original proposal marked "ORIGINAL", three (3) 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 services.

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.

II. Proposal Forms

A. The proposal forms must be completed and submitted to the HPHA by the

B. 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 13 for Proposal Submittal Checklist.

C. 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.

D. 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.

E. 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
4. Experience and Capability
5. Past Performance
6. Personnel: Project Organization and Staffing
7. Service Delivery
8. Price Proposal
9. Other

A. Transmittal Letter

A Transmittal Letter shall be included in the proposal. See Attachment 14. 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 15.

6. A statement authorizing the HPHA to verify information provided in the Offeror's proposal.

B. Background

Include a brief description of the Offeror's philosophy and overall approach to the services solicited. Include a brief description of the Offeror's organizational structure and background information on the company.

C. Experience and Capability

The Offeror shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the solicited services.

At a minimum, Offeror shall provide the Offeror's experience and proven track record in the services solicited to include the number of years of experience in projects or contracts related to the solicited services. Specify Offeror's experience in successfully worked with State and/or Federal government agency, and/or private entity.

D. Past Performance

1. Provide a listing of verifiable experience with projects or contracts related to the solicited services to a public housing authority, government agency, or private entity within the last five (5) years. Identify the name of the client(s), the nature and duration of the engagements, and primary accomplishments.

2. Provide at least three (3) professional references 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/agency, telephone number, and email address.

3. 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. Describe the proposed staffing structure necessary to ensure the performance of services in an accurate and timely manner.

2. Provide the qualifications, knowledge and experience of each personnel assigned to the resulting contract and describe each of their roles and responsibilities. Specify personnel experience in working with State and or Federal government agencies.

3. Attach resumes to include relevant professional background/experience of each personnel and his/her role/position description relative to the services to be rendered under the resulting Contract.

4. Provide an organization chart for the offeror and an organization chart for personnel assigned to provide services under the resulting Contract if awarded. Both organization charts should be reflective of each position, staff name and line of supervision.

F. Service Delivery

The Service Delivery section shall include the following:

1. Depository services; describe the bank deposit processing services and include information on the processing of returned and re-cleared items.

2. Account maintenance and reporting; describe the account reconciliation service(s), include how services may be differentiated between accounts. Also, describe the bank's check truncation services, including estimated savings if used.

3. Electronic fund transfers (EFT), Automated Clearing House (ACH), wire transfers; describe the incoming and outgoing electronic money transfer services; include safeguards and security measures offered such as ACH blocking/filtering services.

4. Check processing and fraud prevention tools; describe check processing services and any related fraud prevention tools.

5. Collateralization of deposits in compliance with state and federal law; describe collateralization of deposits will be in compliance with state and federal law; and

6. Customer service and dispute resolution procedures; describe customer service and dispute resolution procedures.

G. Price Proposal

The Contract price structure reflects a not to exceed purchase arrangement in which the HPHA pays the Successful Offeror a fee for services. The price proposal shall also include the interest rate to be earned on all HPHA deposit accounts.

The price proposal shall consist of the all-inclusive fees to perform the services specified and the interest rate to be earned on all HPHA deposit accounts the Initial 12-Month Period, Option Years 2, 3, 4 and 5.

H. Other

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

a. Signed Certifications and Representations of Offerors, Form HUD 5369-C.

b. Signed Wage Certificate to demonstrate compliance with section 103-55, HRS, as applicable.

c. Corporate Resolution indicating authorized signer for proposals and contractual documents on behalf of the Offeror.

d. Acknowledgement of Addenda (as applicable).

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

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. The evaluation criteria will be as follows:

Evaluation Criteria	Total Possible Points
A. Experience and Capability	30 points
1) Extent to which the Offeror clearly demonstrates having skills, abilities, and knowledge to provide banking services as solicited. 2) Extent to which the Offeror clearly demonstrate having experience in providing banking services as solicited. 3) Extent to which the offeror clearly demonstrate experience in successfully worked with State and or Federal government agencies.	
B. Past Performance	20 points
1) Extent to which the Offeror has satisfactorily performed engagements relevant to the type and scope of services as solicited.	
C. Personnel: Project Organization and Staffing	15 points
1) Extent to which the Offeror's proposed staffing pattern and proposed personnel demonstrates qualifications and ability to render the services as solicited. 2) Extent to which the Offeror's proposed personnel is experienced in working with State and or Federal government agencies.	

D. Service Delivery	30 points
1) Extent to which the Offeror clearly describes its ability and approach in achieving the service requirements. 2) Extent to which the Offeror clearly demonstrates how its approach is most advantageous in terms of meeting the goals and objectives of the HPHA.	
E. Financial	**5 points**
1) Extent to which the Offeror's fee are reasonable.	
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. Financial Review

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

III. 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. Service Delivery; and
5. Financial.

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.

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.

A Notice of Award will be issued to Offerors with proposal score(s) determined acceptable by the Evaluation Committee and demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror.

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. Instructions to Offerors Non-Construction, Form HUD 5369-B
2. Certifications and Representations of Offerors, Form HUD 5369-C
3. Wage Certificate
4. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
5. Sample Contract – Attachment S1, Scope of Services
6. Sample Contract – Attachment S2, Compensation and Payment Schedule
7. Sample Contract – Attachment S3, Time of Performance
8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
9. Sample Contract – Attachment S5, Special Conditions
10. General Conditions, State AG-008 103D
11. General Conditions, Federal Form HUD 5370-C
12. Hawaii State Government 2026 and 2027 Holiday Schedule
13. Proposal Submittal Checklist
14. Sample Transmittal Letter
15. Acknowledgement of Addenda
16. Sample HUD Form 51999 – General Deposit Agreement

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