HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF MEETING
REGULAR BOARD OF DIRECTORS MEETING
1002 North School Street, Building A Boardroom
Honolulu, Hawaii 96817
March 17, 2016
9:00 a.m.

AGENDA

I. CALL TO ORDER/ESTABLISHING QUORUM

II. APPROVAL OF MINUTES

Regular Meeting Minutes, February 18, 2016
Executive Session Minutes, November 19, 2015 (not for public distribution)
Executive Session Minutes, February 18, 2016 (not for public distribution)

III. PUBLIC TESTIMONY

Public testimony on any item relevant to this agenda shall be taken at this time. Pursuant to section 92-3, Hawaii Revised Statutes, and section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

IV. FOR ACTION

A. **MOTION**: To Adopt Resolution No. 16-02 Statement of Non-Discrimination Policy Reaffirming the HPHA's Commitment to Prohibiting Discrimination or Discriminatory Practices in its Operations, Procedures, Programs, and Services

B. **MOTION:** To Ratify the Hawaii Public Housing Authority's Financial Audit and Accept the Hawaii Public Housing Authority's Single Audit Testing on Internal Controls and Compliance for Fiscal Year July 1, 2014 Ended June 30, 2015 and to Authorize the Executive Director to Submit the Audit and Management Responses to the Federal Audit Clearinghouse and the U.S. Department of Housing and Urban Development as Required

C. **MOTION**: To Adopt Board Resolution No.16-03 Authorizing the Executive Director to Enter Into a Predevelopment Agreement with MWH Partners, LLC, a Delaware Limited Liability Corporation and Special Purpose Entity for the Mixed Income Transit Oriented Development Redevelopment of the Mayor Wright Homes; and to Undertake All Actions Necessary to

Implement the Predevelopment Agreement

The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4, 92-5(a)(8), and 103D-105 to discuss, deliberate or make a decision on information that must be kept confidential, 92-5(a)(3) to deliberate concerning the authority of persons designated by the Board to negotiate the acquisition of public property, and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities on the Predevelopment Agreement.

V. FOR INFORMATION/FOR DISCUSSION

Appointment of a Board Task Force to Establish Benchmarks for HPHA's Leadership and Evaluate Performance of the HPHA's Programs

VI. EXECUTIVE DIRECTOR'S REPORT

- Financial Report for the Month of January 2016
- Contracts Executed During February 2016 and Planned Solicitations for March 2016
- Property Management and Maintenance Services Lease up Status and Eviction Hearings for the Month of February 2016
- Construction Management Activities, including Obligation and Expenditure Status for the Federal Capital Fund Program (CFP) and the State Capital Improvement Program (CIP), Kuhio Park Terrace and Kalihi Valley Homes Construction Activity
- Section 8 Subsidy Programs Voucher Lease Up and Inspection Status for the Month of February 2016

(Note that the HPHA's Board of Directors may call for a recess during the course of the meeting in the event that HPHA Management is requested to appear before the Legislature and reconvene at a later time to be announced at the meeting.)

If any person requires special needs (i.e., large print, taped materials, sign language interpreter, etc.) please call Ms. Didi Ahakuelo-Kepa at (808) 832-4694 by close of business two days prior to the meeting date. Meals will be served to the Board and support staff as an integral part of the meeting.

Pages 3-20 were removed because they contained confidential information.

Reviewed by the Executive Director
March 17, 2016

FOR ACTION

MOTION: To Adopt Resolution No. 16-02 Statement of Non-Discrimination Policy Reaffirming the HPHA's Commitment to Prohibiting Discrimination or Discriminatory Practices in its Operations, Procedures, Programs, and Services

I. FACTS

A. April marks the 48th anniversary of the passage of the Fair Housing Act of 1968 (FHA), which articulates the national policy of fair housing – equal access to rental housing and home ownership opportunities. The FHA prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability.

B. The FHA and Chapter 515 of the Hawaii Revised Statutes are the principal instruments to counteract housing discrimination in the State of Hawaii. Chapter 515 expands the FHA's housing protections by prohibiting housing discrimination on the basis of marital status, sexual orientation, age, ancestry, gender identity or expression, or human immunodeficiency virus infection.

C. In 2004, the U.S. Department of Housing and Urban Development (HUD) and the Department of Justice issued a joint statement regarding their mutual responsibility for the implementation and enforcement of the FHA.

II. DISCUSSION

A. This April, which is Fair Housing Month, HUD has proclaimed this year's theme of Fair Housing Month is "Shared Opportunity in Every Community" and reminds us that fair housing means that there should be equal opportunity in every community.

B. In 2010, the HPHA adopted Resolution No. 024, the Statement of Non-Discrimination Policy, and revised its Policy on Reasonable Accommodations and Modifications. In 2012, the HPHA adopted the Language Access Policy for the federally assisted public housing program to ensure that limited English proficient individuals can effectively participate in or benefit from its programs and activities. In 2014, the HPHA adopted revisions to its discrimination complaint procedures to

include complaints regarding language access, and revised the language access policy to reflect its coverage across all HPHA programs and services.

C. In 2015, the HPHA adopted its own Language Access Plan. The Compliance Office is currently in the process of providing mandatory training for HPHA employees on all islands.

D. In 2015, the HPHA worked with the Hawaii Housing Finance and Development Corporation, and the Fair Housing Coordinators of each county to jointly procure an update to the analysis of impediments to fair housing, and commissioned the University of Hawaii at Manoa - Center on Disability Studies to conduct the study. The study is currently underway.

E. The HPHA remains committed to providing meaningful and equal access to its programs and to offering residents and applicants an equal opportunity to use and enjoy HPHA's housing facilities.

F. The HPHA continues to provide education and outreach to applicants and residents of its programs to inform them of their right to receive HPHA benefits and services free from discrimination or discriminatory practices.

III. RECOMMENDATION

That the Board of Directors adopt Resolution No. 16-02 Statement of Non-Discrimination Policy Reaffirming the HPHA's Commitment to Prohibiting Discrimination or Discriminatory Practices in its Operations, Procedures, Programs, and Services

Prepared by: Kiriko Oishi, Chief Compliance Officer

Approved by the Board of Directors
on the date set forth above

Pono Shim
Chairperson

RESOLUTION NO. 16-02

STATEMENT OF NON-DISCRIMINATION POLICY REAFFIRMING THE HPHA'S COMMITMENT TO PROHIBITING DISCRIMINATION OR DISCRIMINATORY PRACTICES IN ITS OPERATIONS, PROCEDURES, PROGRAMS, AND SERVICES

WHEREAS, the Hawaii Public Housing Authority (HPHA) is established as a corporate body and politic under Chapter 356D, Hawaii Revised Statutes; and

WHEREAS, notwithstanding its semi-autonomous nature, the HPHA is deemed to be a public instrumentality and agency of the State; and

WHEREAS, as an agency of the State, and as a recipient of federal funding, the HPHA is obligated to implement and enforce policies regarding non-discrimination under either state or federal law, including but not limited to the Fair Housing Amendments Act of 1988, Chapter 515, Hawaii Revised Statutes, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and Chapter 321C, Hawaii Revised Statutes, Language Access Law; and

WHEREAS, the HPHA is committed to maintaining a policy of nondiscrimination and prohibiting discriminatory practices in the operations, procedures, or programs it administers, and to working with community stakeholders to affirmatively further fair housing choice; and

WHEREAS, April is Fair Housing month and the HPHA is taking this opportunity to reaffirm its commitment to fair housing, nondiscrimination, and equal opportunity for all of the participants in and applicants of HPHA's programs, and to protect and further fair housing choice for all residents in the State of Hawaii; and

NOW THEREFORE, BE IT RESOLVED, that in recognition of Fair Housing Month, on this 17th day of March 2016, the HPHA hereby reaffirms its commitment to prohibiting discrimination or discriminatory practices in its operations, procedures or programs/services, and to working with community stakeholders to affirmatively further fair housing choice; and

BE IT FURTHER RESOLVED, that the HPHA hereby authorizes the Executive Director to do all things necessary and proper to maintain, implement, and enforce such non-discriminatory policies.

_____

Pono Shim
Chairperson

_____

Date

Approved by the Executive Director
March 17, 2016

FOR ACTION

MOTION: To Ratify the Hawaii Public Housing Authority's Financial Audit and Accept the Hawaii Public Housing Authority's Single Audit Testing on Internal Controls and Compliance for Fiscal Year July 1, 2014 Ended June 30, 2015 and to Authorize the Executive Director to Submit the Audit and Management Responses to the Federal Audit Clearinghouse and the U.S. Department of Housing and Urban Development as Required

I. FACTS

A. The financial and single audit of the Hawaii Public Housing Authority's (HPHA) financial statements and program activities for fiscal year ending June 30, 2015, was performed by the independent auditor, KMH, LLP.

B. KMH is contracted by the Office of the Auditor and responsible to express an opinion on compliance with the types of compliance requirements described in *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the HPHA's major federal programs.

C. KMH has also completed the single audit testing on internal controls and compliance. Management responses and corrective action plans in response to the auditor's findings are included.

D. The financial audit covered all of the HPHA's federal programs (such as the Federal Public Housing Program, the Capital Fund Program, and the Section 8 Housing Choice Voucher Program), the state programs (such as the State Elder Program, the Rent Supplement Program, and the State Family Public Housing Program) and the Central Office Cost Center and Other Enterprise Funds.

E. The single audit findings are submitted to the Federal Single Audit Clearinghouse and the U.S. Department of Housing and Urban Development no later than March 2016.

F. During the December 17, 2015 Board meeting, the Board approved the draft audited financial statements for the fiscal year July 1, 2014 to June 30, 2015 and authorized the Executive Director to finalize the audit to include the final pension schedule and submit the final audit to the applicable state and federal offices. The Board further requested that staff present the final financial statements for ratification.

II. DISCUSSION

A. The final financial statements were updated with the final pension schedule. Changes from the draft only involved with re-classifications between governmental activities and business-type activities, with no significant impact on the agency's total.

B. The draft single audit includes two findings: 1) Significant deficiency related to the section 8 unit re-inspections which were not completed timely; and 2) Material weakness related to eligibility under the federal public housing program.

C. Over the last several years, the HPHA has been able to make significant progress in addressing audit findings from previous years reducing the number and severity of findings. For example, there were 12 audit findings in FY11 ended 6/30/2011, 9 out the 12 were material weakness and 3 were significant deficiencies.

D. In order to continue its progress, the HPHA will continue to conduct quality control monitoring and secure specialized training for staff on technical program matters.

II. RECOMMENDATION

That the Board of Director ratify the Hawaii Public Housing Authority's financial audit and accept the Hawaii Public Housing Authority's Single Audit Testing on Internal Controls and Compliance for Fiscal Year July 1, 2014 Ended June 30, 2015 and to authorize the Executive Director to submit the audit and management responses to the federal audit clearinghouse and the U.S. Department of Housing and Urban Development as Required

Attachment A: Final Financial Audited Statements and Single Audit Findings for Fiscal Year July 1, 2014 Ended June 30, 2015

Prepared by: Chong Gu, Chief Financial Management Advisor CG

Approved by the Board of Directors
on the date set forth above

Pono Shim
Chairperson

Hawaii Public Housing Authority

Financial Statements
June 30, 2015
Together with Independent Auditor's Report

DRAFT

Submitted by

THE AUDITOR
STATE OF HAWAII

Pages 27-134 were removed because they contained confidential information.

Approved by the Executive Director
March 17, 2016

FOR ACTION

MOTION: To Adopt Board Resolution No.16-03 Authorizing the Executive Director to Enter Into a Predevelopment Agreement with MWH Partners, LLC, a Delaware Limited Liability Corporation and Special Purpose Entity for the Mixed Income Transit Oriented Development Redevelopment of the Mayor Wright Homes; and to Undertake All Actions Necessary to Implement the Predevelopment Agreement.

I. FACTS

A. Mayor Wright Homes is a federal public housing development located in the Kalihi/Palama neighborhood bordered by Vineyard Blvd., N. King Street and Liliha Street consisting of 364 units in 25 walkup and 11 townhouse buildings.

The Mayor Wright Homes was built in 1953 and modernized in 1984. The development has significant deferred maintenance due to inadequate funding. A Physical Needs Assessment completed in May 2009 shows a substantial amount of funds are needed to complete repairs and upgrades to the Mayor Wright Homes.

B. The Mayor Wright Homes site is located near the Iwilei Rail station on the Hawaii Area Rapid Transit line. The City and County of Honolulu issued a Draft Final Plan of the Downtown Neighborhood Transit-Oriented Development Plan dated May 2015 (TOD Plan). The TOD Plan establishes a vision for future development near rail stations to promote the future development of communities. The TOD Plan envisions the Iwilei district to become a pedestrian friendly mixed use community with housing and commercial uses.

C. On May 22, 2014, the Hawaii Public Housing Authority (HPHA) Board of Directors ratified actions of the HPHA concerning the future mixed finance, mixed use redevelopment of Mayor Wright Homes, including the selection of Mayor Wright Homes for redevelopment and contracting with the EJP Consulting Group LLC to prepare a Request for Qualifications (RFQ) to procure a developer for the site.

D. On July 11, 2014, the HPHA Contract and Procurement Office issued a RFQ to procure a master developer for the mixed income transit oriented development of the Mayor Wright Homes.

E. On November 20, 2014, the HPHA Board of Directors approved the selection of Hunt Development Group LLC (the "Lead Master Developer"), McCormack Baron Salazar, Inc. and Vitus Group as team members, as the master developer team for the Mayor Wright Homes Redevelopment and authorized the Executive Director to enter into negotiations with the development team.

F. The master developer team (described above) subsequently established MWH Partners, LLC, a limited liability corporation and special purpose entity for the redevelopment at Mayor Wright Homes.

II. DISCUSSION

A. The intent of the redevelopment of Mayor Wright Homes is to revitalize and improve the quality of life for Mayor Wright Homes residents while making the best use of the existing land to encourage a sense of community with the surrounding neighborhood. In the current economic outlook, there are not adequate State or Federal funds available to renovate the development. The Master Developer will facilitate the mixed-income, mixed-finance, mixed-use approach and provide the additional capital necessary to truly revitalize the site and surrounding neighborhood.

The Master Developer is required to replace the existing Public Housing units on a one-for-one basis as part of the master plan. When completed, the redevelopment of Mayor Wright Homes will increase the number of affordable housing units by building a mixed income community. Consistent with TOD principles, the project is envisioned to have a mix of residential uses and commercial improvements creating a pedestrian friendly neighborhood.

B. The Master Developer is responsible for working closely with the HPHA and the community to develop a holistic and sustainable plan for the redevelopment of Mayor Wright Homes. The Master Developer will guide development of a housing, commercial and retail program based on a preliminary market study; develop preliminary design alternatives for community review; prepare development and operating proformas; and identify funding commitments in support of implementing the plan. When implementation financing is secured, the Master Developer will be responsible for all predevelopment activities, financial closing, construction, lease-up and property management which will be set forth in a master development agreement.

C. The Predevelopment Agreement (the "Agreement") will enable the HPHA to work with the development team and community stakeholders to

develop a Master Plan for the Mayor Wright Homes site, including but not limited to obtaining requisite governmental approvals and environmental assessment/reviews.

D. The HPHA requests authorization to enter into the predevelopment agreement with the MWH Partners, LLC, a Delaware limited liability corporation and special purpose entity to memorialize the obligations and roles of the HPHA and the Master Development Team.

E. The Board may go into executive session pursuant to Hawaii Revised Statutes sections 92-4, 92-5(a)(8), and 103D-105 to discuss, deliberate or make a decision on information that must be kept confidential, 92-5(a)(3) to deliberate concerning the authority of persons designated by the Board to negotiate the acquisition of public property, and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities on the Predevelopment Agreement.

III. RECOMMENDATION

That the HPHA Board of Directors Adopt Board Resolution No.16-03 Authorizing the Executive Director to Enter Into a Predevelopment Agreement with MWH Partners, LLC, a Delaware Limited Liability Corporation and special purpose entity for the Mixed Income Transit Oriented Development Redevelopment of the Mayor Wright Homes; and to Undertake All Actions Necessary to Implement the Predevelopment Agreement.

(end of section)

Attachments: Exhibit A: Draft Predevelopment Agreement (Confidential – Not for public distribution)

Exhibit B: RFQ for Master Developer for Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes

Exhibit C: Response to RFQ from Hunt Development Group, LLC, McCormack Baron Salazar, Inc. and Vitus Group (Confidential – Not for public distribution)

Exhibit D: MWH Partners, LLC Organizational Chart

Prepared by Dawn Takeuchi Apuna, Chief Planner DTA

Approved by the Board of Directors
On March 17, 2016

_____
Pono Shim
Chairperson

RESOLUTION NO. 16-03
HAWAII PUBLIC HOUSING AUTHORITY

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PREDEVELOPMENT AGREEMENT WITH MWH PARTNERS, LLC, A DELAWARE LIMITED LIABILITY CORPORATION AND SPECIAL PURPOSE ENTITY FOR THE MIXED INCOME TRANSIT ORIENTED DEVELOPMENT REDEVELOPMENT OF THE MAYOR WRIGHT HOMES; AND TO UNDERTAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PREDEVELOPMENT AGREEMENT

WHEREAS, the Mayor Wright Homes is a federal public housing development located in the Kalihi/Palama neighborhood bordered by Vineyard Blvd., N. King Street and Liliha Street, and consisting of 364 units in 25 walkup and 11 townhouse buildings; and

WHEREAS, the Mayor Wright Homes site is located near the Iwilei Rail station on the Hawaii Area Rapid Transit line, and has significant deferred maintenance due to inadequate funding; and

WHEREAS, on November 20, 2014, the HPHA Board of Directors approved the selection of Hunt Development Group LLC (the "Master Developer"), McCormack Baron Salazar, Inc. and Vitus Group as team members, as the master developer team for the Mayor Wright Homes Redevelopment, and authorized the Executive Director to enter into negotiations with the development team; and

WHEREAS, the intent of the redevelopment of Mayor Wright Homes is to revitalize and improve the quality of life for Mayor Wright Homes residents while making the best use of the existing land to encourage a sense of community with the surrounding neighborhood; and

WHEREAS, the Master Developer will facilitate the mixed-income, mixed-finance, mixed-use approach and provide the additional capital necessary to truly revitalize the site and surrounding neighborhood; and

WHEREAS, the Master Developer is responsible for working closely with the HPHA and the community to develop a holistic and sustainable plan for the redevelopment of Mayor Wright Homes; and

WHEREAS, when implementation financing is secured, the Master Developer will be responsible for all predevelopment activities, financial closing, construction, lease-up and property management which will be set forth in a master development agreement; and

WHEREAS, the Predevelopment Agreement (the "Agreement") will enable the HPHA to work with the development team and community stakeholders to develop a Master Plan for the Mayor Wright Homes site, including but not limited to obtaining requisite governmental approvals and environmental assessment/reviews; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Hawaii Public Housing Authority adopt Resolution No. 16-03 authorizing the Executive Director to enter into a predevelopment agreement with MWH Partners, LLC, a Delaware limited liability corporation and special purpose entity for the mixed income transit oriented development redevelopment of the Mayor Wright Homes; and to undertake all actions necessary to implement the predevelopment agreement.

_____

Pono Shim, Chairperson

_____

Date

Page 141 was removed because it contained confidential information.

Exhibit B: RFQ for
Master Developer

Hawaii Public Housing Authority
State of Hawaii

RFQ OED-2014-33

Request for Qualifications for Master Developer for the Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes

Note: If this Request for Qualifications (RFQ) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed RFQ Coordinator to be notified of any changes. Please complete and email, fax or mail the Notice of Intent to Respond form to the RFQ Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, or other information regarding this RFQ if a response is submitted from an incomplete submittal.

Issued July 11, 2014

EQUAL HOUSING OPPORTUNITY

Notice to Respondents

REQUEST FOR QUALIFICATIONS (RFQ) No. RFQ OED-2014-33

Notice is hereby given that pursuant to Chapter 356D-12.5, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority ("HPHA"), will be accepting qualifications for **Master Developer for the Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes.**

The Request for Qualifications may be picked up at the HPHA's Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: www.hpha.hawaii.gov beginning July 11, 2014. Interested respondents must have extensive experience in developing low income, affordable housing properties and mixed income/mixed use housing properties.

The HPHA's Contract and Procurement Office will conduct a Pre-submittal Conference at 1:00 p.m. Hawaii Standard Time (HST) at the HPHA Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817on Thursday, July 31, 2014. The HPHA strongly recommends that all interested respondents attend. For those interested in attending via conference call, please contact the RFQ Coordinator listed below no later than 4:00 p.m. HST, Wednesday, July 30, 2014.

A Notice of Intent to Respond is required and must be received by the HPHA's Central Files, 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 4:30 p.m. HST, Wednesday, August6, 2014. The Notice of Intent to Respond may be filed by fax at (808) 832-6039 or emailed to rick.t.sogawa@hawaii.gov.

Submission of sealed qualifications will be received at the HPHA's Central Files Office at 1002 N. School Street, Building D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Wednesday, August 27, 2014. Electronic mail and facsimile transmissions **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered submittals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in submittals delivered/postmarked by the United States Postal Service **must be received** no later than 4:00 p.m. HST on Wednesday, August 27, 2014.

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. Questions relating to this solicitation shall be directed to RFQ Coordinator, Mr. Rick Sogawa at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

EQUAL HOUSING OPPORTUNITY

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2.	Mayor Wright Homes Property Site Map	For Information Only
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5.	HUD Form 5369-B Instructions to Offerors Non-Construction	For Information Only
6.	HUD Form 5369-C Certifications and Representations of Offerors	Due August 27, 2014

7.	HUD Form 5370-C – General Conditions for Non-Construction Contracts	For Information Only
8.	HUD Form 2992 Certification Regarding Debarment and Suspension	Due August 27, 2014
9.	Mayor Wright Homes Redevelopment Milestones	For Information Only

Section 1
Administrative Overview

I. Introduction

This Request for Qualifications (RFQ) is being issued to begin a process to select one (1) master developer to assist the Hawaii Public Housing Authority (hereinafter "HPHA") in the phased development of a mixed income/mixed finance neighborhood on Oahu.

The redevelopment of Mayor Wright Homes is covered by this RFQ is herein referred to as "MWH". The redevelopment of MWH will be the second HPHA initiative to enter into a public-private partnership for a mixed income/mixed finance redevelopment of its low income public housing.

II. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (hereinafter "HPHA") under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing and is attached to the Department of Human Services for administrative purposes only. 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 low income families in Hawaii.

This Request For Qualifications (hereinafter "RFQ") is issued under the provisions of Section 356D-12.5, HRS and the United States Department of Housing and Urban Development's (hereinafter "HUD") regulations. Interested respondents are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed submittal by any interested respondent shall constitute admission of such knowledge on the part of such interested respondent.

III. RFQ Organization

This RFQ is organized into five (5) sections:

Section 1	Administrative Overview – Provides interested respondents with an overview of the procurement and contracting process.
Section 2	Scope of Services and Specifications – Provides interested respondents with a general description of the tasks to be performed, delineates interested respondent's responsibilities, and defines deliverables as applicable.
Section 3	Submittal Form and Instructions – Describes the required format and content for the submittal.
Section 4	Submittal Evaluation & Award– Describes how submittals will be evaluated.
Section 5	Appendix

IV. Contracting Office

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

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii96817 Telephone: (808) 832-6038

The RFQ Coordinator or his/her designated representative is listed below:

Rick Sogawa
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii96817

Telephone: (808) 832-6038 Email: rick.t.sogawa@hawaii.gov
Fax: (808) 832-6039

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

The Planning and Evaluation Office is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Benjamin Park
Hawaii Public Housing Authority
1002 North School Street
Honolulu, Hawaii 96817

Telephone: (808) 832-4673

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Respondent. The HPHA reserves the right to make changes to the Contract Administrator. Once the Successful Respondent has received the Notice to Proceed, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

V. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing RFQ	Jul 11, 2014
Distribution of qualifications/submittal form	Jul 11, 2014
Pre-Submittal Conference/Site Visit	Jul 31, 2014
Notice to Intent to Respond	Aug 6, 2014; 4:30 pm HST
Deadline to submit written inquires	Aug 6, 2014
State response to written inquires	Aug 18, 2014
Submittal deadline	Aug27, 2014; 4:00 pm HST
Proposal review	No later than Sep 19, 2014
Conduct Interviews/Best and Final Offer	Week of Sep 29, 2014
Reference Checks, Due Diligence (including site visits, if necessary)	No later than Oct 10, 2014
Selection of Highest Ranked Respondent	Oct 16, 2014

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

VI. Pre-Submittal Conference/Site Visit

The HPHA's Contract and Procurement Office will conduct a Pre-Submittal Conference at 1:00p.m. Hawaii Standard Time (HST) at the HPHA's Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817 on Thursday, July 31, 2014. The HPHA strongly recommends that all interested respondents attend. For those interested in attending via conference call, please contact the RFQ Coordinator listed below no later than 4:00 p.m. HST, Wednesday, July 30, 2014.

Impromptu questions will be permitted at the Pre-Submittal Conference and Site Visit and verbal answers provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Written formal official responses to substantive questions will be provided in writing to each interested respondent as set forth in Section VII herein below no later than Monday, 4:30 p.m. HST, August 18, 2014. Any changes required will be issued as an addendum to this RFQ.

VII. Submission of Written Questions

Interested respondents may submit written questions to the RFQ Coordinator identified in Section 1 of this RFQ. The deadline for submission of written questions is 4:30 p.m. HST, on Wednesday, August 6, 2014. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to interested respondent's written questions will be sent not later than Monday, August 18, 2014. Written questions may be hand-

delivered or submitted by facsimile, electronic mail, or U.S. postal service.

VIII. Submission of Notice of Intent to Respond

Interested respondents shall submit a Notice of Intent to Respond no later than 4:30 p.m. HST, on Wednesday, August 6, 2014. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. Any Notice of Intent to Respond received after the designated date and time may be rejected. The Notice of Intent to Respond of the Successful Respondent will become a part of the Contract. Electronic mail and facsimile transmissions shall be accepted. See Appendix 1.

IX. Submission of Sealed Submittals

1. **Forms/Formats.** Submittals must be in a form and format as prescribed in this RFQ in Section 3 – Submittal Form and Instructions.

2. **Submittal.** Submittals must be received by the date and time designated in this RFQ. Any submittal received after the designated date and time shall be rejected. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

   Requests for clarification and/or best and final offer shall be submitted in a manner as requested by the HPHA in the request.

   The register of submittals and submittals shall be open to public inspection after the award of the Contract. All submittals shall become the property of the HPHA. The Successful Respondent's submittal may be incorporated in the resulting Agreement by reference.

3. **Pre-opening Modification** . Submittals may be modified prior to the deadline for submittal by written notice to modify the submittal. All requests for modifications shall be sealed, accompanied by the actual modifications to the submittal and signed by an authorized representative.

   The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii96817 and time stamped by the HPHA. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA not later than 4:00 p.m. HST on August 27, 2014.

4. **Confidential Information.** If an interested respondent believes that any portion of a submittal contains information that should be withheld as confidential, the **interested respondent 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 submittal, be clearly marked, and shall be readily separable from the submittal documents to facilitate eventual public inspection of the non-confidential sections of the submittal documents. Note that upon award **the provision of the minimum required services, including illustrations and renderings are not considered confidential and will not be withheld to the public and/or respondents to this solicitation.**

Interested respondents that choose to identify portions of their submittal as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested respondent.

If a submittal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request for information to the State's Office of Information Practices.

5. Information shall be made confidential as permitted by law.

6. Submissions shall be made to the following address:

Hawaii Public Housing Authority
1002 N. School Street
Building D
Honolulu, HI 96817
Attn: Mr. Rick Sogawa, Procurement Officer

X. Discussion with Respondents Prior to Submission

Discussions may be conducted with interested respondents to promote understanding of the HPHA's requirements. Respondents may not contact any HPHA Board of Directors, staff and/or its consultant.

XI. Opening of Submittals

Upon receipt of submittals by the HPHA at the designated location, submittals, modifications to submittals, and withdrawals of submittals 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, to include the submittals, illustrations and renderings shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed submittals shall not be opened at a public submittal opening.

XII. Additional Materials and Documentation

Submittal samples or descriptive literature should not be submitted unless specifically requested within the RFQ. 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 RFQ.

XIII. RFQ Amendments

The HPHA reserves the right to amend this RFQ at any time prior to the closing date for the final revised submittals. Interested respondents will be notified of the availability of amendments through written communication.

XIV. 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 RFQ and will not affect the submittal evaluation.

XV. Cancellation of the Request for Qualifications

The RFQ may be canceled and any or all submittals may be rejected in whole or in part, when determined by the HPHA to be in the best interests of the State.

XVI. Costs for Submittal Preparation and Verification

Any costs incurred by interested respondents in preparing or submitting a submittal are the interested respondent's sole responsibility. Any costs incurred by the Successful Respondent 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 RFQ shall be the interested respondent's sole responsibility.

Interested respondents shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested respondent's submittal.

XVII. Mistakes in Submittals

While interested respondents are bound by their submittal, circumstances may arise where a correction or withdrawal of submittal is proper. An obvious mistake in a submittal may be corrected or withdrawn, or waived by the interested respondent to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested respondents. Mistakes in submittals shall be handled as

provided for pursuant to HUD requirements at HUD Handbook 7460.8 REV 2.

XVIII. Rejection of Submittals

The HPHA reserves the right to consider as acceptable only those submittals received in accordance with the requirements set forth in this RFQ and which demonstrate an understanding of the specifications. Any submittal offering may be rejected without further notice if it is determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFQ. 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.

XIX. Withdrawal of Submittals

Submittals may be withdrawn upon written or facsimile request and should be received prior to 4:00 p.m. HST, August 27, 2014. Late request for withdrawal may not be accepted. Negligence on the part of the interested respondent in preparing its submittal confers no right of withdrawal or modification of its submittal after the due date and time.

XX. Best Available Data

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

XXI. Notice of Award

The Successful Respondent shall receive a Notice of Award, which will indicate that the Successful Respondent has been selected to provide the services under this RFQ.

No work is to be undertaken by the Successful Respondent 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 Respondent prior to the Contract starting date.

The Successful Respondent receiving award shall be required to enter into a formal written Contract.

XXII. Protests

An actual or prospective respondent who is aggrieved in connection with the solicitation

or award of a contract may submit a protest. An actual or prospective respondent may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures.

The Notice of Protest shall be mailed by 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) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. 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. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at http://www.hawaii.gov/spo2/source/.

Head of State Contracting Office		**Procurement Officer**	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii96817
Business Address:	1002 N. School St, Bldg. E Honolulu, Hawaii96817	Business Address:	1002 N. School St, Bldg. D Honolulu, Hawaii96817

XXIII. 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.

XXIV. Monitoring and Evaluation

The Successful Respondent's performance under the Contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, the HPHA's auditors, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination, as provided in the General Conditions. The Successful Respondent 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 work and shall continue for a duration of time as deemed necessary by the HPHA.

XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Respondent agrees to comply with §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. GENERAL REQUIREMENTS

A. Qualifying Requirements

1. The Successful Respondent must 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.

2. Interested respondents are advised that if awarded a Contract, the Successful Respondent must furnish proof of compliance with the following requirements:

    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:

        i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

        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 interested respondent 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 Respondent's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Respondent is a Hawaii business.

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

        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 interested respondent

shall submit a *CERTIFICATE OF GOOD STANDING.*

4. **Business Office**

The Successful Respondent shall have, at a minimum, a telephone number and electronic mail address from which it conducts business and is accessible by telephone from 7:45 a.m. to 4:30 p.m. HST for meetings, teleconferences, video conferences, concerns or requests that need immediate attention. An answering service is not acceptable. An office location, phone number and electronic mail address shall be stated in the interested respondent's submittal.

5. **Certifications of Eligibility**

The Successful Respondent shall demonstrate compliance with the following:

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 Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Successful Respondent may demonstrate compliance of the above by using 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 contracting purposes and final payment. Businesses that elect to use the new HCE services will be required to pay any annual fee of $12.00 to the Hawaii Information Consortium, LLC (HIC).

Prior to execution of the Master Planning Agreement, the Successful Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under Hawaii law.

6. **Laws, Rules, Ordinances and Regulations**

The selected Respondent shall comply with all local, state and federal laws and regulations in performance of services pursuant to this solicitation, including but

not limited to:

a. ***Uniform Administration Requirements*** contained in 24 CFR 85.1 et seq., as amended;

b. ***Executive Order 11246*** of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) (*all construction contracts in excess of $10,000*)

c. ***Sections 103 and 107 of the Contract Work Hours and Safety Standards Act*** (40 U.S.C. 327-330) as supplemented by department of Labor regulations (29 CFR Part 5). (*Construction contracts in excess of $2,000, and in excess of $2,500 for other contracts that involve the employment of mechanics and laborers*)

d. ***All applicable standards, orders and requirements issued under Section 306 of the Clear Air Act*** (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants in excess of $100,000)

e. ***Copeland "Anti-Kickback" Act*** (18 U.S.C. 8754) as supplemented in Department of Labor regulations (29 CFR Part 3). (*All contracts and subgrants for construction or repairs*)

f. ***The Americans with Disability Act of 1990 (H.R. 2273, 8.933);*** Sections 501 and 504 of the Rehabilitation Act of 1973, as amended; the Architectural Barriers' implementing regulations (24 CFR 40). (*All construction contracts*)

g. HUD's **Section 3 regulations** as found in the Code of Federal Regulations, at 24 CFR Part 135 - Code of Federal Regulations site.

7. **Conflict of Interest**

By responding to this RFQ with a submission, the interested respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is understood as a situation in which the nature of the work under this solicitation and the organizational, contractual and financial interest of the interested respondent are such that:

a. The interested respondent may have an unfair advantage; or

b. The interested respondent's objectivity in performing work pursuant to this RFQ may be compromised.

Interested respondents should note that a conflict of interest arises if an employee, officer or agent of HPHA, a member of his/her immediate family, his/her partner, or an organization that employs or is about to employ any of the above (the employee/officer/agent, his or her immediate family or partner) has financial or other interest in the interested respondent.

8. **Bonds**

No performance or payment bond is required.

B. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single and/or Multiple

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience.

II. GENERAL BACKGROUND INFORMATION

A. The Hawaii Public Housing Authority (HPHA)is seeking to partner with an experienced developer (Master Developer) to redevelop Mayor Wright Homes (MWH). The Successful Respondent will prove through its submittal that it possesses the qualifications necessary to implement a comprehensive revitalization strategy for the MWH public housing development in a manner that catalyzes public and private investment in and around the site and the Iwilei elevated rail station. The Successful Respondent will demonstrate its success in implementing large-scalere development plans that include mixed-income, mixed-finance and mixed uses consistent with Downtown Transit Oriented Development (TOD) objectives. The plan to be considered must be neighborhood focused and include residential and non-residential uses and the replacement of MWH public housing units one-for-one with deeply subsidized units integrated into a mixed-income development plan.

During the development of the master plan, the Master Developer will be expected to advise on the program and provide preliminary designs for the replacement housing and other affordable and market-rate unit types based on a market study; identify other investments essential to creating a sustainable and healthy community; coordinate housing activities with resident services/programs to be developed by the HPHA; and assist with securing state, local, other federal, and private funding.

The Master Developer must be able to work collaboratively with the HPHA and its partners, MWH residents, and the broader community. The Master Developer will be responsible for developing the housing replacement program and for implementing the redevelopment plan once financing is secured. The preferred housing redevelopment concept that emerges during the planning process must be market-appropriate and financially feasible.

B. Hawaii Public Housing Authority (HPHA)

The Hawaii Public Housing Authority (HPHA) is the sole statewide public housing agency in the State of Hawaii, and was established by the Territory of Hawaii in 1935 to provide safe, decent, and sanitary housing for low-income residents. Guided by an eleven member Board of Directors that are appointed by the Governor of Hawaii, today the HPHA Federal and State Low-Income Public Housing and rental assistance programs combine to serve over 7,300 families or more than 23,000 individuals.

C. Mayor Wright Homes (MWH)

The intent of the redevelopment of MWH is to revitalize, modernize and improve the quality of life for the development's residents while making the best use out of the existing land and to encourage a sense of community with the surrounding neighborhood. Proposed redevelopment shall introduce creative physical designs, unit configurations and sustainable building materials that indistinguishably integrates public housing into the surrounding neighborhood. The proposed redevelopment should be complementary to the Downtown TOD Plan.

MWH is a federal low income public housing development that has been in use for over sixty years – it was built in 1953 and modernized in 1984. The development has significant deferred maintenance issues due to inadequate funding. A Physical Needs Assessment (PNA) completed in May 2009 shows a substantial amount is needed to revitalize MWH. In the current economic outlook, there are not adequate State or Federal funds available to upgrade the development. It is believed that a mixed-income, mixed-finance, mixed-use approach will provide the additional capital necessary to truly revitalize the site and surrounding neighborhood. Currently the site consists of 364 units in 24 walkup and 11 townhouse buildings. 24 one-BR, 114 two-BR, 168 three-BR, 50 four-BR and 8 five-BR units comprise the 364 units.

A site map of the property is in provided under Appendix 2.

D. Surrounding Neighborhood

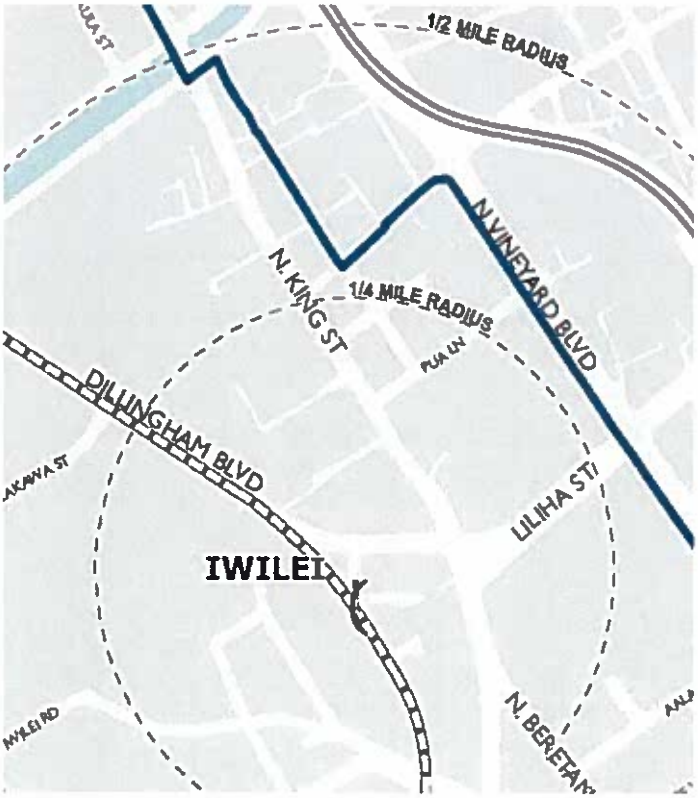
The community surrounding MWH is a single family residential neighborhood with four (4) elementary schools, one (1) middle school and one (1) high school and a public library. The area is located in Kalihi/Palama minutes from downtown Honolulu with

nearby exits onto Federal Highways 1 and 2 as well as the Likelike State Highway, allowing easy access to the region's tourism areas and employment hubs. The planned rail route and station will be walking distance from MWH.

E. Plans Adjacent to/Including MWH

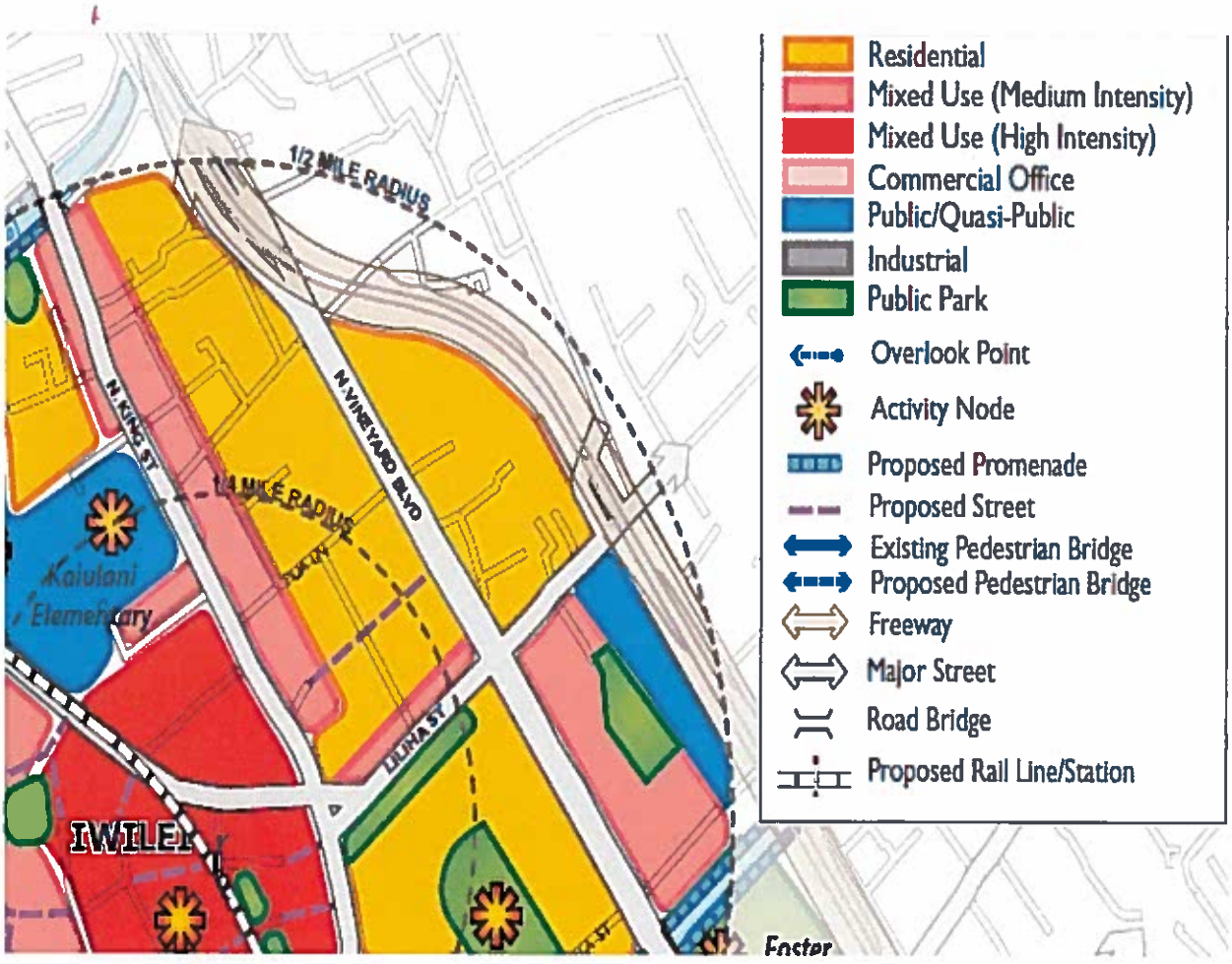
1. *Downtown Transit Oriented Development Plan (http://www.todhonolulu.org/images/pdf/neighborhoodplanpages/downtown/Downtown_PRD.pdf)*

   The Downtown TOD plan for the 20-mile long Honolulu Rail Transit Corridor integrates land use and transportation planning around the three (3) rail stations to address opportunities for new development and holistically plan for orderly growth and improved accessibility around the proposed stations. MWH is in the center of the TOD area for the Iwilei Transit Station, one of the three proposed in the Downtown Plan. See map below. Specific to this station, the plan outlines a new high intensity, mixed-use district in Iwilei to serve as an extension of Downtown and a transition to the Kalihi neighborhood. The new district would be designed to provide housing in close proximity to Downtown and the rail system and an array of neighborhood amenities that draw a diverse population of residents. The Plan identifies a concentration of "opportunity sites" in Iwilei that could turn valuable vacant or underutilized land to a more efficient use.



The plan calls for coordinating with the HPHA on a number of actions. See map below:

i. Redesigning the superblock structure on which MWH sits to increase walking and biking access and rail ridership.
ii. Altering the landscape of MWH's footprint to add open space in a mid-high rise setting.
iii. Replacing public housing but also adding mixed income housing with increased density.
iv. Adding new streets and paths to break up the existing large blocks and improve accessibility.



2. *Bike Master Plan*
(http://www1.honolulu.gov/dts/oahubikeplanaugust2012small.pdf)

The City & County of Honolulu's 2012 Oahu Bike Plan provides a strategy for encouraging bicycling as part of the City & County transportation system. It stresses the need for integrating bicycling with public transit, by creating a bicycle network that is linked to transit stations, stops, and transfer points and allows riders to bicycle comfortably and safely to and from stops and stations. Coordination can expand transit service areas, reduce the need for vehicle parking, improve mobility, and create denser, mixed-use urban environments.

While the Bike Plan does not specifically mention MWH, it proposes a new bike lane along King Street that runs parallel to the new fixed guideway transit system. The Bike Plan also proposes a new Liliha Street bike lane, which together with the King Street lane surround the MWH site. See dotted lines on the map below.

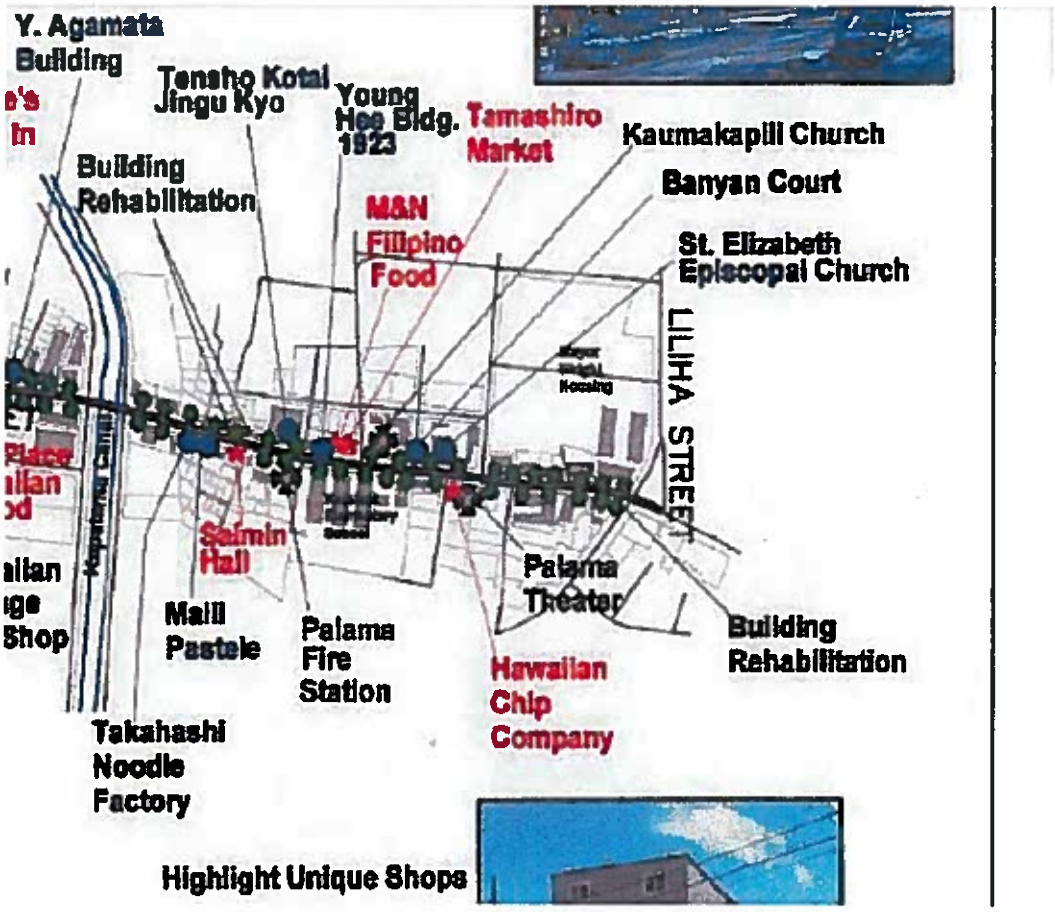
3. *Pedestrian Master Plan (http://www.hawaiipedplan.com/documents/Statewide%20Pedestrian%20Master%20Plan%20without%20Appendices.pdf)*

   The State Department of Transportation marks a border street of MWH (the corner of Liliha and N Kukui Streets, as shown in image below) as a priority area of concern for pedestrian safety in the Statewide Pedestrian Master Plan. The Plan calls for installing a new traffic signal to provide pedestrians with a dedicated crossing phase.

Liliha Street, at Kukui Street

4. *Kalihi-Palama Action Plan*
(http://www.honolulutraffic.com/Admin_Record/Administrative_Record_rev_2.28.12/Administrative_Record_Volumes_1-11/Vol001_AR00000001/AR00013018.pdf)

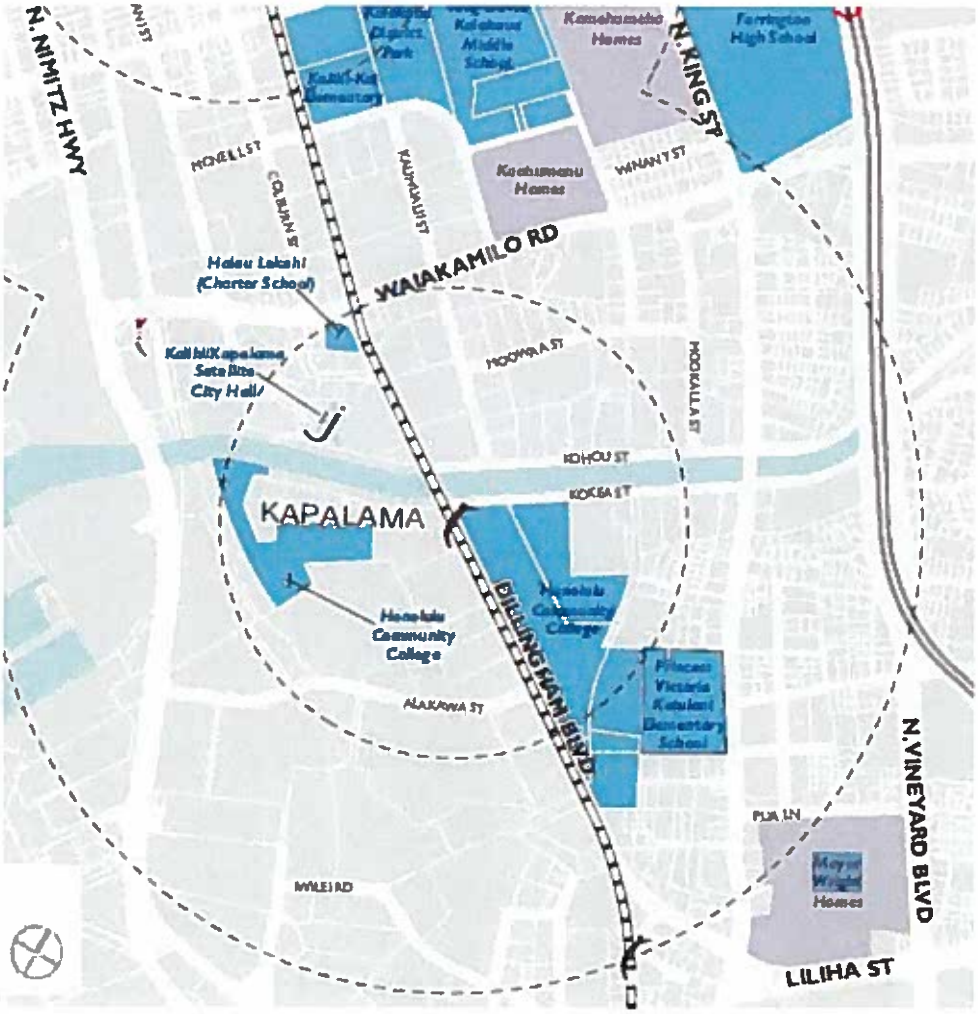
The Action Plan provides a vision for the future of the neighborhoods in the area and a series of actions that would improve quality of life. Specifically, the Plan proposes a Multi-Cultural Heritage Corridor along N. King Street from Liliha Street (the intersection where MWH is located) northwest to Middle Street. The goal of the corridor is to showcase the historical and cultural resources of the Kalihi-Palama community. Key features include: preserving historic structures; protecting, maintaining and creatively utilizing the area's historical and archaeological sites; creating pedestrian walkways and bikeways that connect cultural areas; developing cultural/historical centers; and sponsoring community festivals highlighting diverse cultures and integrating business and residential activities.



F. Other Relevant Plans

1. *Kalihi Neighborhood TOD Plan (http://www.todhonolulu.org/images/pdf/neighborhoodplanpages/kalihi/Kalihi_PRD.pdf)*

   MWH stands on the southeastern border of the KalihiNeighborhood TOD Plan (see map below). The vision for the Kapalama station (one of the three included in the Plan) introduces a new high-intensity, mixed-use district with residences, public facilities, and neighborhood shopping. It also includes new housing within close proximity to Honolulu Community College (adjacent to the Kapalama station), park space, and pedestrian connections and new streets that improve accessibility to the Kapalama station.

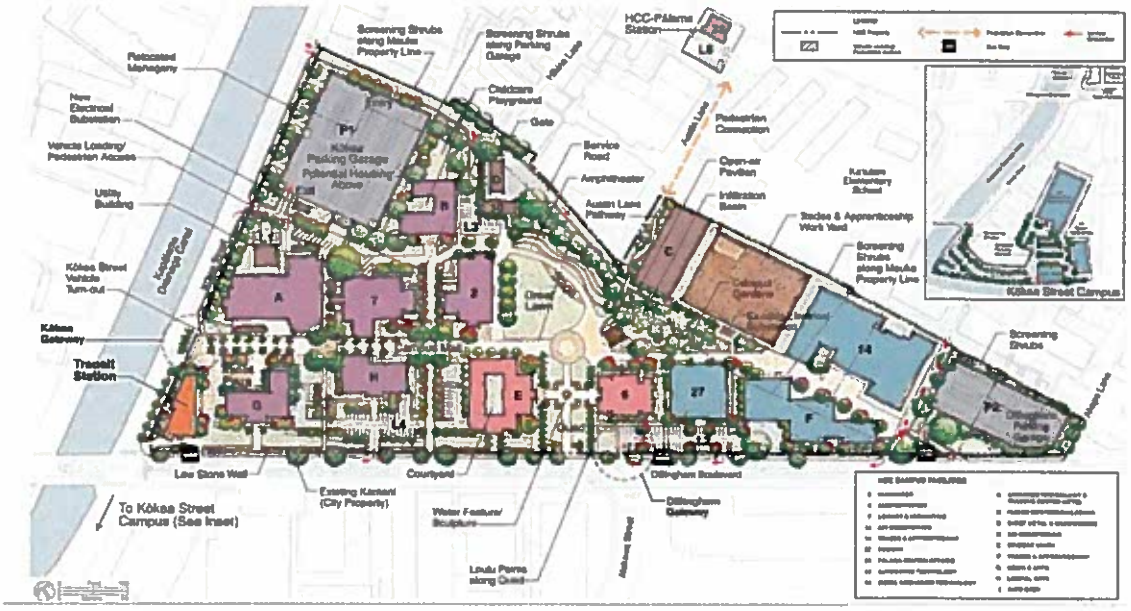


2. *Primary Urban Center Development Plan* (http://www.honolulutraffic.com/Admin_Record/Administrative_Record_rev_2.28.12/Administrative_Record_Volumes_1-11/Vol001_AR00000001/AR00012601.pdf)

   Adopted in 2004, the Primary Urban Center Development Plan (PUCDP) is a policy guide for development decisions and actions to support growth. The PUCDP proposes to redevelop the Honolulu Harbor/Downtown/Iwilei waterfront as a prime site for new commercial, hotel, and residential development and increased waterfront entertainment and recreational amenities. The plans require rerouting traffic and replacing a portion of the Nimitz Highway to allow for additional development along the harbor. While the Plan does not specifically mention MWH, it claims that the "revitalization of the waterfront will in turn lend impetus to redevelopment in Iwilei."

3. *Honolulu Community College Long Range Development Plan* (http://www2.honolulu.hawaii.edu/sites/www2.honolulu.hawaii.edu/files/lrdp-2011-03.pdf)

   Honolulu Community College (HCC), located less than a mile from MWH, is in the process of a master planning effort to redevelop its campus. The LRDP embraces the planned Kapalama Station as a major opportunity to increase accessibility and connectivity to other UH campuses and employment centers to be served by rail by incorporating elements to increase accessibility to that station such as pedestrian connections through campus and an east-west pedestrian-only mall leading to the rail station. Major components of the Plan includes the construction of a new Advanced Technology and Training Center, a "great lawn" and adjacent student union building, a new early childhood education/childcare complex, and new instructional buildings. See map below.



4. *Brownfield Redevelopment (http://www.westonsolutions.com/pdf_docs/PP-143-HonoluluBrownfield.pdf)*

   In 2008 Weston Solutions purchased a contaminated 4-acre former manufactured gas facility less than a mile from MWH in Iwilei, assuming long-term environmental liability. After remediation, WESTON intends to redevelop the property and identify an end user, revitalizing its economic potential. However, the current status of the project is unknown – the last record found was a 2011 article reporting technical glitches and regulatory hurdles(http://www.hawaiibusiness.com/Hawaii-Business/June-2011/Toxic-Waste-in-Hawaii/index.php?cparticle=1&siarticle=0#artanc).

5. *State Legislation*

   HCR36 (died in 2013 session) requested HPHA and HHFDC to create a master plan to redevelop and create more affordable units for MWH while utilizing state land on Liliha St. The plan required the incorporation of mixed use commercial and mixed income residential.

III. SCOPE OF WORK

A. Summary of Services

The HPHA is soliciting qualification statements from experienced Master Developers with a documented track record of providing the required services. The HPHA is requiring that each interested respondent submit a vision that describes the type of mixed-income development(s) the interested respondent believes is feasible to transform both MWH as well as the larger Iwilei neighborhood. In addition, the submittal must demonstrate the interested respondent's capacity and readiness to perform the required Scope of Services expeditiously. Finally, the submittal must include evidence of the interested respondent's previous experience and qualifications relative to the provision of such services, particularly the development of mixed-income communities that include public housing units (or deeply subsidized units) using TOD principles.

The selected Master Developer will be responsible for working closely with the HPHA and the community to develop a holistic and sustainable plan for the redevelopment of MWH. The Master Planning Agreement between the selected respondent and the HPHA will be subject to the terms and conditions provided in HUD Form 5370-C, General Conditions Non-Construction.

Once selected, the Master Developer will guide development of a housing program and design based on a preliminary market study; develop preliminary design

alternatives for community review; prepare development and operating proformas; and identify funding commitments in support of implementing the plan. A Master Planning Agreement will be negotiated with the HPHA to detail the Master Developer's role and responsibilities in development of the master plan.

For implementation services, a Master Development Agreement (MDA) will be negotiated that delineates the roles and responsibilities of the HPHA and the Master Developer as well as the fee structure. When implementation financing is secured, the Master Developer will be responsible for all predevelopment activities, financial closing, construction, lease-up and property management as detailed in the MDA.

B. Program Requirements

Respondents to this RFQ are strongly encouraged to examine the Plans referenced previously and the proposed Program parameters outlined below and to reply with submittals that are responsive to HUD priorities, the market and the environment, and provide for the successful redevelopment of MWH. The master plan to be developed in consultation with the procured Master Developer partner shall be consistent with the following minimum program requirements (the "Program"):

i. One-for-one replacement. Demolish the existing MWH public housing units and replace them one-for-one with deeply subsidized units (i.e., residents pay no more than 30% of income for rent) on the original MWH site and/or any nearby publicly owned parcels as deemed appropriate. These units may be public housing or project-based rental assistance demonstration (RAD) units, if available through HUD at the time of development, subject to the HPHA approval. The HPHA will provide the unit mix for the deeply subsidized/public housing units based on current household need; the unit mix for the other income types will be dependent on the market study.

ii. Mixed-income development. The deeply subsidized replacement units must be integrated into a new, economically viable mixed-income community that should include a mixture of deeply subsidized, tax credit and market rate rental units as determined to be viable and advantageous to the overall development effort and consistent with the Downtown TOD plan. The different affordability types should be mixed across all building types and located throughout the site(s). Community facilities and any other non-residential uses will be the responsibility of the Master Developer. The non-residential program will be determined during the planning process.

iii. High quality design. Create a sustainable new community of high quality design that meets or exceeds industry standards and incorporates state-of-the-art energy conservation and green practices in a LEED-certifiable project. The

design should reflect the character to be achieved under the Downtown TOD plan.

iv. Leverage resources. Pursue funding sources appropriate for the redevelopment program and leverage private funding to maximize the efficiency and effectiveness of public resources. Work collaboratively with local, state and federal agencies to identify a variety of resources to support the redevelopment effort, including but not limited to federal and state tax credits, CDBG/HOME funds, Section 108, HHFDC Rental Housing Trust Fund, Hula Mae Bond Program, private mortgages, deferred developer fee, FHLB AHP, RAD, NMTC, corporate/foundation grants, etc.

v. Neighborhood integration. Create a diverse new MWH community that is incorporated into the surrounding neighborhood, strengthens the economic vitality of the area and supports the functions of daily life including education, recreation, retail and community facilities.

IV. ROLE OF THE HAWAII PUBLIC HOUSING AUTHORITY (HPHA)

The HPHA will play the following roles in the planning and redevelopment of the Project:

A. HUD Contact – The HPHA will manage and take responsibility for all communication with HUD, and the preparation and submission of program documents and evidentiaries and obtain all HUD approvals including but not limited to demolition/disposition approval and mixed-finance approval. However, to the extent any such documents or evidentiaries are within the particular knowledge or responsibility of the Master Developer, the HPHA will expect the Master Developer to prepare or assist in preparing such documents and evidentiaries as the HPHA may direct.

B. Provider of Capital Funds – The HPHA is prepared to grant, loan, or otherwise make available to the Master Developer federal or state funding specifically targeted for the replacement of the public housing units in an amount to be negotiated based upon the Master Developer's ability to demonstrate such need and in accordance with HUD's Cost Containment and Safe Harbor Guidelines. The Master Developer will be required to achieve the maximum leverage of public resources, including land, by securing private, other federal, City and State funding and to secure all funding for non-public housing units.

C. Provider of Operating Subsidies – If the MWH replacement units remain public housing, the HPHA will contribute a portion of its federal operating subsidy toward the cost of operating these units. The HPHA is prepared to pass through a maximum of 90% of its annual operating subsidy (ACC) per occupied unit, retaining 10% for its monitoring and asset management functions. The provision of the operating subsidies

will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between HPHA and the selected Master Developer and approved by HUD. Use of public housing funds for development and operations comes with federal restrictions. Units developed with public housing funds must serve as public housing for a minimum of 40 years. Units receiving operating subsidy must be operated as public housing for 10 years after cessation of the subsidy. The Master Developer is responsible for knowing the restrictions that will apply and understanding how they may affect project. The HPHA may also participate in HUD's RAD program, if available, to provide long-term project-based assistance.

D. Relocation – The Master Developer will be responsible for relocation during the revitalization period. The Master Developer will be requested to phase the redevelopment effort, to the extent feasible, to create new housing that MWH residents can relocate to in one move, avoiding the need to move out of the neighborhood. The Master Developer is expected to know and comply with the Uniform Relocation Act.

E. Admissions – All existing MWH residents will have the right to return to the redeveloped properties if they are lease compliant and continue to qualify for a specific unit based on occupancy standards per the HPHA's current lease and criteria in HPHA's Admissions and Continued Occupancy Policy (ACOP). No additional screening criteria will be imposed.

F. Property Management – The HPHA is interested in playing a role in property management – subject to investor approval – and the Master Developer respondent must provide a description of how the HPHA, and/or its current staff, might participate in and/or develop experience managing mixed-income and tax credit communities over time.

G. Land Owner – It is the HPHA's intent to enter into long-term ground leases with the Owner Entity of the new development(s). The Master Developer shall develop the deeply subsidized units in a manner which will qualify them for a Payment in Lieu of Taxes ("PILOT") and any related Cooperation Agreements with the City and County of Honolulu as authorized by law if the HPHA determines it will be in the best interest of the development.

H. Asset Manager – The HPHA will continue to have asset management responsibilities related to the public housing units. The HPHA will monitor and enforce the terms of the Lease(s) and the Regulatory and Operating Agreements with the Master Developer and require that all housing units be managed in accordance with applicable local, state and federal requirements.

I. Monitor Master Developer Compliance with Hiring Opportunities – The HPHA will monitor the Master Developer's plans and efforts for reaching Section 3, Minority Business Enterprises (MBE), and Women-owned Businesses (WBE) goals and

objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities. In addition, the HPHA desires that the Master Developer will work to ensure that neighborhood residents and businesses have opportunities to participate in the development process through Community Work Agreements to the extent possible and will facilitate partnerships with community based pre-apprenticeship and small business development programs where possible.

V. Role of Master Developer

Throughout the redevelopment of the Project, the Master Developer will work closely with the HPHA staff, the residents, the HPHA's consultants, and the City and County of Honolulu. The Master Developer will be responsible for ensuring that the redevelopment master plan is financed and implemented. The master plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income, mixed use community. In general, the goal is to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those targeted to other income groups, and the developments are integrated into the fabric of the existing neighborhood.

A. **General:**

i. Oversee and Implement the Redevelopment – Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Master Development Agreement.

ii. Hire and Manage Consultants and Contractors Necessary to Implement the Project – Procure other consultants and/or contractors and coordinate all tasks necessary to implement the redevelopment. At a minimum the Master Developer's team will need to include consultants appropriate to cover the architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities deemed necessary by the Master Developer. Respondents are strongly encouraged to demonstrate participation on their team of expertise in areas of relevance to the locale's development process, including LIHTC financing and construction matters, and experience with building on the island of Oahu.

iii. Maintain Communication Regarding Project Progress with the HPHA, HUD and the Residents – The HPHA will establish a regular schedule of team meetings, in which the Master Developer will participate. Moreover, the Master Developer will be responsible for submitting monthly progress reports on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. The related format and media form of such reports will be defined in the Master Development Agreement.

iv. Develop and Maintain Quality Control Measures – Be responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Master Developer will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

v. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule – Develop and maintain a detailed schedule of events, predicated on financing deadlines, that includes pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.

vi. Foster Resident Involvement in Project Implementation – Facilitate and foster the involvement of public housing residents in the implementation of the redevelopment effort. In cooperation with the HPHA, keep residents informed of the status of the revitalization effort, plan for providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

vii. Community Facilities – Tasked with the construction of any community facilities that are included in the development program.

viii. Supportive Services – At the discretion of the HPHA, be responsible for designing and implementing a Community and Supportive Services Plan.

ix. Be Responsive to Local Community, Neighborhood, and City Interests – Promote and maintain good relations with community and neighborhood groups, and federal, state and local governments.

x. Compliance with Laws – Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Master Planning Agreement.

xi. Debarment – Provide evidence that neither it nor any subcontractor is debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

xii. MBE/WBE/Section 3 Contracting Opportunities – Develop a strategy in coordination with HPHA for fostering MBE/WBE and Section 3 employment, training and contracting opportunities throughout the redevelopment process

B. **Pre-Development**

i. Prepare a Market Analysis Addressing both the Residential and Non-residential Components of the Plan – In order to finalize the overall development program, prepare a market analysis that will, based on area economics, assist in determining the proper mix of rental units, subsidized vs. market rate units consistent with the stated 1:1 replacement requirements; assist in determining the proper mix of any non-residential uses including community, recreational and commercial; and confirm that proposed rents, both residential and commercial, are supportable in the local market.

ii. Master Planning / Design Development Process – During the master planning and schematic design and design development phases, meet regularly with the HPHA, its residents, and the neighboring community and City and County of Honolulu (as requested) to review all aspects of the design. Activities include but are not limited to securing 3rd-party reports (environmental, title, infrastructure studies, geotech, etc.), permits and approvals, entitlements, survey and engineering, etc.

iii. Obtain Environmental Clearances – Procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies.

iv. Demolition and Remediation – Assume primary responsibility for the demolition and remediation of the existing public housing units.

v. Plans and Specifications – Be responsible for the preparation of the infrastructure and building plans and specifications which will be subject to the HPHA and City and County of Honolulu review.

C. **Financing**

i. Produce an Overall Financing Plan – Produce an attainable financing plan for the master plan. The financing plan must demonstrate a sensitivity and approach in using public funds and resources in the most efficient manner, maximizing leveraging to the greatest extent possible.

ii. Prepare the Mixed-Finance Proposal/HUD Rental Term Sheets – Provide required information for the preparation of any Mixed-Finance Proposals ("MFP") for HUD review and approval. Prepare the evidentiary documents for which it is responsible.

iii. Financing Application(s) – In accordance with the Master Planning Agreement, the Master Developer will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the master plan in a timely fashion, which may include, but not be limited to, tax credits, tax-exempt bonds, state and local funds, private grants and conventional debt.

iv. Maximize the Leveraging of Public and Private Resources – Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by HPHA.

v. Obtain Equity Investment – Using an approved competitive process, obtain equity financing commitment on the best terms currently available.

vi. Guarantees – Provide all guarantees required for the successful financing of the Project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Master Planning Agreement. The Master Developer will be required to demonstrate financial capacity to provide the guarantees, and indicate how they intend to honor the guarantees if necessary.

vii. Operating Feasibility – Structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project, utilizing no more subsidy than is made available or committed by HPHA.

viii. Accounting/Financing – Maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

D. **Construction**

i. Hire Qualified General & Sub-Contractors and Oversee Construction Activities – As to be provided for in the Master Development Agreement (MDA), create and implement a process for selecting the most qualified contractor. During construction, the Master Developer shall provide oversight, and management as deemed necessary, of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

ii. Facilitate Necessary Site Improvements – Pursuant to the MDA, initiate and complete site work and infrastructure construction.

iii. Implement Development Program – In accordance with the MDA and the final master plan approved by HPHA, develop all improvements associated with the development program, including residential units, community facilities and any commercial space.

E. **Ownership and Asset Management:**

i. Organize Ownership Entity – Organize ownership entities and structures approved by the HPHA, for both the residential and non-residential components. This may include affiliates of the HPHA as special limited partners.

ii. Ensure the Short- and Long-Term Viability of the Redeveloped Projects – Develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the Project. This may include the participation of the HPHA or an affiliate as eventual property management firm, subject to investor and lender approval. The HPHA will also seek the right of first refusal using the minimum purchase price permitted under federal tax law at the end of the initial tax credit compliance period.

iii. Market and Lease-up of Rental Units – Create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements and HUD requirements.

(END OF SECTION)

Section 3
Submittal Forms and Instructions

I. General Instructions

When an interested respondent submits a submittal, it shall be considered a complete plan for accomplishing the tasks identified in this RFQ. The interested respondent's submittal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFQ.

The submission of a submittal shall constitute the interested respondent's indisputable representation of compliance with every requirement of the RFQ, and that the RFQ 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 interested respondent.

An interested respondent shall submit **one (1) original submittal marked "ORIGINAL", six (6) copies of the original marked "COPY" and one (1) electronic copy in PDF format submitted on disk or flash drive.** It is imperative to note that the interested respondent submit only one (1) original and the required number of copies.

Any and all corrections to a submittal shall be initialed in ink by the person signing the submittal for the interested respondent. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the submittal.

Submittal shall be submitted to the HPHA in the prescribed format outlined in this RFQ. 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. Submittal Forms

A. The submittal 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 and facsimile transmissions shall not be accepted.

B. Interested respondents shall submit its submittal under the interested respondent's exact legal name that is registered with the State of Hawaii's Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.

C. Interested respondent's authorized signature shall be an original signature in ink.

If the submittal is unsigned or the affixed signature is a facsimile or a photocopy, the submittal shall be automatically rejected. If the submittal is not signed by an authorized representative as detailed in the corporate resolution, the submittal shall be automatically rejected.

D. A submittal security deposit is not required for this RFQ.

F. The numerical outline for the submittal, the titles/subtitles, and the interested respondent's organization and RFQ identification information on the top right hand corner of each page should be included.

G. Consecutive page numbering of the Submittal should begin with page one and end with the last numbered page of the complete submittal.

H. Submittals must be submitted on white, 8 ½" x 11" paper and shall be bound such as a three ring binder. Tabbing of sections is required.

I. Place the following information in the upper, left-hand corner on the outside of the envelope when submitting qualifications:

Respondent Name
Respondent Address
Respondent Contact Number
RFQ No. and Title
Date and Time responses are due

III. Submittal Application:

A. Outline

Listed below are the sections that must be included in the written submittal. Each section must be clearly labeled using the bold-faced titles listed below, and shall be assembled in the order described herein. The required submission must be bound and each section tabbed.

Interested respondents must compile responses using the following outline:

1. Letter of Interest
2. Team Description
3. Profile of the Master Developer
4. Profiles of the Development Team Members
5. Technical Response
   - 5.1 Vision for the Site and Neighborhood
   - 5.2 Financing Approach

5.3 Business Terms
6. Community Participation
7. MBE/WBE/Section 3 Participation Plan
8. Required Certifications

B. **Description of the Submission Requirements**

The following provides guidance on what the qualifications-based submittal must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses, and to ensure that the proposals are complete, include essential information and can be fairly evaluated. Interested respondents are requested to avoid duplicative materials and redundancies in their submittal.

C. **Transmittal Letter of Interest**

A transmittal cover letter of interest shall be included and must list the development team members and identify the primary contact person. Please include phone number, facsimile number and e-mail address. The transmittal letter must be signed by an authorized principal of the interested respondent's firm and include:

i. A statement indicating that the interested respondent is a corporation or other legal entity and the taxpayer identification number of the legal entity.

ii. A statement that the interested respondent is or will be registered to do business in Hawaii and is or will obtain a State General Excise Tax License before the start of the work.

iii. A statement that the submittal will remain valid for not less than 180 days from the date of the HPHA's Board of Directors approval of the Master Developer.

D. **Team Description**

Provide information on the Master Developer and the development team, including the following:

i. Contact person, title, telephone/facsimile numbers and e-mail address.

ii. Name of Master Developer, main address, telephone/facsimile numbers and e-mail address.

iii. Address, phone and facsimile numbers of office from which services will be provided, if different from above.

iv. Description of the firm size, number of employees, and a description of type, location, scheduled completion and dollar value of the projects in the pipeline.

v. Proposed role of Master Developer within development team.

vi. Identify the individual who will serve as project manager for the development team and who will direct and coordinate the development effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.

vii. Provide an organization chart of the development team. All entities that comprise the team must be identified including consultants, contractors, and attorneys, indicating their specialization(s), specific contribution to the team, and whether they are an M/WBE/Section 3 business. Please provide information on the development team's prior experience working together.

viii. Provide examples of the team's prior experience in the planning and construction of mixed-income, mixed-finance and mixed-use housing development projects of comparable size and complexity in urban areas within the past five (5) years. Also discuss the team's experience in obtaining, structuring, and implementing layered financing for such projects, including 4% and 9% tax credits and other sources of financing, particularly in Hawaii.

ix. Provide examples of the team's experience with public housing requirements, including the rule and requirements applicable to mixed-finance development using public housing capital funds, and public housing operations.

x. Provide a narrative description of the team's previous experience in integrating community and supportive services into the overall development and maintenance of similar projects.

xi. Provide a narrative description of the team's previous experience in successfully utilizing M/WBE/Section 3 businesses and achieving goals for utilization.

xii. Indicate whether the Master Developer or any team member has ever been terminated from a contract, and if so, describe the circumstances and outcome.

xiii. Indicate whether the Master Developer or any team member has ever sued or been sued by a Housing Authority, and if so, describe the circumstances and the outcome.

E. **Profile of the Master Developer**

Provide an overview of the Master Developer's experience in the planning, construction and management of projects similar to what is proposed. Include the following information for the last five (5) years. Projects must be listed in chronological order:

i. List all **affordable and mixed-income rental housing projects** (preferably involving public housing units) successfully completed within the past five (5) years, identifying the states where the projects are located, sources of financing including the size of the tax credit allocations and tax-exempt bond allocations received, the name of the investor(s) and dollar amount the investor(s) paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, unit size, and income groups served and cost of each project. Provide evidence of timely development demonstrating that projects were on schedule and within budget.

ii. Provide evidence of competence with meeting requirements of LIHTC program and whether Master Developer, any affiliated entity or related property manager has ever been cited with any program violations by any state housing finance agency.

iii. Indicate the projects which employed **alternative construction techniques**, such as deconstruction, prefabricated buildings, etc. Indicate projects employing **sustainable development techniques** and all LEED-certified development projects.

iv. Demonstrate experience with **property management** of mixed-income, mixed-finance, and mixed-use rental developments of similar size, either directly or through supervision of property management provided by a third party. Include information about income groups served, current occupancy levels, operating deficit history, and ability to provide funding for community and supportive services programs.

v. Provide profiles of **key staff**, including the Project Manager, who will be involved in the redevelopment effort. Specify the roles of **key staff in** carrying out this development initiative and their previous experience with housing development and redevelopment.

vi. Attach three (3) concurrent years of audited or Certified Public Accountant prepared **financial statements** from each member of the

Master Developer's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited or CPA prepared financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked "confidential." Additionally, submit one bank reference for the Master Developer.

vii. Provide a statement indicating how the Master Developer will honor all financial guarantees, should the need arise.

viii. In addition to the bank reference, five (5) references must be submitted for the Master Developer. References that are relevant to the scope of work as anticipated in this RFQ including one from a public sector entity and four from among the following entities are required:

(i) Construction and permanent lenders

(ii) LIHTC limited partner investor

(iii) General contractor on a comparable development

(iv) State Housing Finance Authority, if available

(iv) A community group or public housing resident group that worked with the Master Developer on a specific project

F. **Profiles of the Development Team Members**

i. For team members not directly employed by the Master Developer, provide a narrative overview of their experience within their respective disciplines on the planning, development, and operation of mixed-income, mixed-finance, and mixed-use developments of comparable size and complexity in urban areas; and

ii. Three (3) references as described in F.viii above must be submitted for each business entity member of the development team.

NOTE: In providing references in accordance with F.viii and G.ii, please provide name, title, organization name, phone and facsimile numbers, and e-mail addresses. **Please reference the name of the project with which the reference is familiar.**Ensure that all names and phone numbers are current.

G. **Technical Response to Proposed Revitalization Plan**

Respondents must provide a preliminary conceptual vision for how they would approach the revitalization of the Mayor Wright Homes site and provide conceptual site renderings to illustrate the proposed vision. A specific plan or visual graphic is not required. The Master Developer's vision for and approach to creating holistic and sustainable communities is what is being sought.

i. Vision for the Site and Neighborhood

The response must include the Master Developer's initial vision for housing on the MWH site. The analysis can be in narrative form; specific site designs or renderings are not required at this time but concepts may be submitted for illustrative purposes. The narrative must provide the Development Team's initial reaction to the targeted site, the HPHA's stated objectives, market conditions, and plans for the larger neighborhood. The narrative should address how the Development Team will accomplish the overall goals and objectives of the Project, the proposed income mix for the rental units, community space, and/or any green aspects to the plan.

ii. Financing Approach

Describe how the Master Developer will pursue financing for the redevelopment effort and leverage HPHA's resources (including land, rental assistance and HUD and HPHA capital funds). Identify the various funding sources that are appropriate for creating mixed-income developments and the developer's capacity to obtain LIHTC awards in Hawaii.

iii. Business Terms

Role of the HPHA. In consideration of contribution of resources including funding and land, the HPHA anticipates a return on its investment. The form of this return can include a share of developer fees and cash flow, rent on the land that is ground leased, or by other mechanisms proposed by the Master Developer and acceptable to the HPHA. The Master Developer should propose a specific role for the HPHA in the ownership structures (for both the residential and non-residential components), as appropriate (e.g. special limited partner, co-developer, lender, ground lessor, etc.) that allows them to receive an investment return and does not negatively impact the underlying project economics.

The HPHA is interested in gaining capacity in mixed finance and tax credit property management and the Master Developer respondent must

provide a description regarding how the HPHA and/or its staff can participate in and/or develop experience managing mixed-income communities over time. The HPHA understands that any role it plays in development and/or property management is subject to the approval of equity investors and lenders.

Fees and Cost Limitations. HUD's Cost Control and Safe Harbor Guidelines will be the basis for negotiating business terms.

http://www.hud.gov/offices/pih/programs/ph/hope6/grants/admin/safe_harbor.pdf

These guidelines set limits for developer, contractor and property management fees, govern the use of, contribution to, and pay out of reserves and developer fees, control the HPHA's contribution to funding predevelopment activities, and determine how much public housing funding can be provided to fund a development. Funds may be provided for the development of the public housing units in accordance with regulatory and policy restrictions.

The Master Developer must state its position and reasoning for each of the following development cost areas:

1. Master Developer's expected amount and method of compensation for predevelopment activities.
2. Master Developer proposed development fee, stated as a percentage of total development costs as defined by HUD.
3. Compensation and return on investment to be paid to the HPHA, including a share of development fees, ground lease payments, property management fees, incentive fees, interest earnings on loans, and/or residual cash flow.

Development guaranty. For every development phase, the Master Developer shall provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to the HPHA to ensure that the development is completed. The guaranty shall cover development costs in excess of contingencies agreed to by the HPHA. Further details of the guaranty will be negotiated and included in the Master Development Agreement.

Right of first refusal and/or purchase option. The HPHA will be provided a right of first refusal and purchase option using the minimum purchase price permitted under federal tax law to secure the right to purchase public housing units and/or the mixed-income rental developments in

which they are a part upon expiration of mortgages, refinancing, or notification of interest/readiness to sell housing developments.

H. **Community Participation**

Describe how the team will involve the MWH residents and surrounding community in the planning and implementation of the redevelopment activities. The response must include a discussion of the approach and methods your team will utilize to assure meaningful participation by the residents of the property, community stakeholders and local government entities in the planning and implementation.

I. **M/WBE/Section 3 Participation Plan**

The response must include a discussion of the approach and methods your team will utilize to assure significant employment of residents of HPHA and other individuals eligible as Section 3 participants. Describe prior development experience utilizing M/WBE and local businesses insufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort.

J. **Required Certifications and Information**

The following documents, which are contained in the Appendix, must be included in the submittal and must be properly executed and/or notarized:

A. Acknowledgement of Addenda
B. Non-Collusive Affidavit
C. HUD Form 5369B Instructions to Respondents Non-Construction
D. HUD Form 5369C Representations, Certifications, and Other Statements of Respondents
E. HUD Form 5370C – General Conditions for Non-Construction Contracts
F. HUD Form 2992 Certification Regarding Debarment and Suspension

(END OF SECTION)

Section 4
Submittal Evaluation & Award

I. Submittal Evaluation/Contract Award

Submittals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents that will comprise the competitive range, from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the competitive range respondents only. Scoring will be based upon how well the submittal meets the criteria established in this RFQ.

During Stage I of the evaluation process, all responsible and responsive submittals will be evaluated and scored by an Evaluation Committee approved by the HPHA's Executive Director or designee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included on the competitive range.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review to be the most qualified. These respondents may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the request for additional information for due diligence review within the timeframe established by the HPHA will result in exclusion from the short list.

Stage II of the evaluation process will entail presentation/interviews with the respondents on the short list. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee an opportunity to pose questions emanating from their review of the written responses and obtain clarifications. The HPHA may also provide an opportunity for respondents to submit Best and Final Offers based on questions and discussion at the interviews. The Evaluation Committee reserves the right to schedule site visits to existing properties completed by the short-listed respondents. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria outlined above for Stage I evaluation.

The respondent with the highest score from Stage II of the evaluation process will be selected to proceed to the contract negotiation stage. If a contract cannot be negotiated with this firm, negotiations will be terminated. The HPHA will then initiate negotiations with the next highest rated respondent in the competitive range. This procedure will continue until a mutually satisfactory contract has been negotiated.

II. Evaluation Criteria

The HPHA reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services within an acceptable price range and/or time period. The HPHA further reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked respondent from Stage I of the evaluation process. If an agreement cannot be negotiated with this respondent, HPHA will terminate negotiations. The HPHA will then initiate negotiations with the next highest ranked respondent. This procedure will continue until a mutually satisfactory agreement has been negotiated. Contract award will be subject to approval by the HPHA's Board of Directors, and possibly the United States Department of Housing and Urban Development.

The evaluation of such submittals will be based solely on the evaluation criteria set out in this RFQ. The review criteria will be as follows:

Evaluation Factors	*Points*
Experience and Capacity of Development Team to Develop and Manage Property The degree to which the Master Developer and Team demonstrates: • Cohesion of the team, as demonstrated by previous experience working together, and coherence of their technical response. • Successful experience in the planning and construction of mixed-income, mixed-finance and mixed-use housing development projects of comparable size and complexity in urban areas. • Ability to obtain, structure and implement layered financing for such projects, including 4% and 9% tax credits and other sources of financing. • The degree to which the Master Developer demonstrates successful experience with ownership and property management of mixed-income, mixed-finance mixed-use rental developments of similar size, either directly or through supervision of property management • The financial capacity (as developer and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Master Developer's discussion of how it intends to honor all guarantees should the need arise. • The degree to which members of the team (other than the Master Developer) demonstrate successful experience in their respective disciplines as required for the planning, development and operation of mixed-income, mixed-finance and mixed-use developments of comparable size and complexity in urban areas. • The degree to which the Master Developer demonstrates it has the experience and capacity to build the HPHA's capacity in mixed finance and tax credit property management.	**40**

Evaluation Factors	*Points*
Familiarity with Public Housing Requirements • The degree to which one or more members of the Master Developer's team demonstrate familiarity with rules and requirements applicable to mixed-finance development, and public housing operations.	**15**
References • Minimum number of references provided for each Development Team member and quality of references (both listed and unlisted).	**5**
MBE/WBE/Section 3 Employment and Contracting Plan • Extent to which M/WBE/Section 3 businesses are included on the Development Team. • Level and quality of previous experience utilizing M/WBE/Section 3 businesses. • The degree to which the development team demonstrates its commitment to ensuring that HPHA's stated M/WBE/Section 3 goals are met and/or exceeded.	**10**
Technical Response • The degree to which the Master Developer's preliminary vision statement is creative, green and innovative and meets the needs of the housing market (mixed income) and total neighborhood revitalization. • The degree to which the Master Developer understands the critical issues of the project and can demonstrate a feasible financing and development plan including reasonable developer contributions and fees. • The degree to which the Master Developer proposed ownership and fee structure provides the most benefit to HPHA and its return on investment and the long-term viability of the development. • The degree to which the Master Developer clearly and concisely describes resident and the surrounding community participation and involvement.	**30**
Total Possible Points	**100**

The HPHA shall enter into negotiations of a Master Planning Agreement for the Master Developer's role and responsibilities during the planning process with the highest-ranked Respondent according to the evaluation criteria contained herein, provided the award is in the best interest of HPHA. The highest ranked Respondent will be notified at the earliest practical date. No award may be made to respondents that are on the United States Department of Housing and Urban Development's (HUD) list of contractors ineligible to receive awards from the HPHA or the United States Government, as furnished from time to time by HUD or debarred to do business by the

state. The HPHA reserves the right to not award a contract if respondents are not deemed qualified or responsive to the submission requirements of this RFQ. The HPHA also reserves the right to request replacement of specific members of the Master Developer's team. If the HPHA is unsuccessful in contract negotiations with the highest-ranked respondent, the HPHA reserves the right to enter into negotiations with the next highest-ranked respondent.

(END OF SECTION)

Section 5
Appendix

1.	Notice of Intent to Respond	Due August 6, 2014
2.	Mayor Wright Homes Property Site Map	For Information Only
3.	Acknowledgement of Addenda	Due August 27, 2014
4.	Non-Collusive Affidavit	Due August 27, 2014
5.	HUD Form 5369B Instructions to Offerors Non-Construction	For Information Only
6.	HUD Form 5369C Representations, Certifications, and Other Statements of Offerors	Due August 27, 2014
7.	HUD Form 5370C – General Conditions for Non-Construction Contracts	For Information Only
8.	HUD Form 2992 Certification Regarding Debarment and Suspension	Due August 27, 2014
9.	Mayor Wright Homes Redevelopment Milestones	For Information Only

(END OF SECTION)

APPENDIX 1

NOTICE OF INTENT TO RESPOND

RFQ OED-2014-33

Request for Qualifications for Master Developer for the Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes

The purpose of this Notice of Intent is to help the HPHA manage information and to ensure communications targeted to prospective respondents reach their intended recipients. Answers to questions asked during the Pre-Submittal Conference and amendments to the RFQ will be sent to organizations that complete and return a Notice of Intent to Offer. By completing this Notice of Intent, the undersigned is not bound to submit a response.

The HPHA will only initiate continuing communication about the RFQ with firms and individuals that return the Notice of Intent to Respond by 4:30 p.m. Hawaii Standard Time, Wednesday, August 6, 2014. The authorized representative will serve as the single point of contact with the respondent throughout the selection process and all communications to the respondent will be addressed to the authorized representative.

The Notice of Intent to Respond shall be completed and returned to Rick Sogawa, RFQ Coordinator.

Organization or Team Name: _____

Authorized Representative: _____

Authorized Representative Contact Information

Organization _____

Street Address: _____

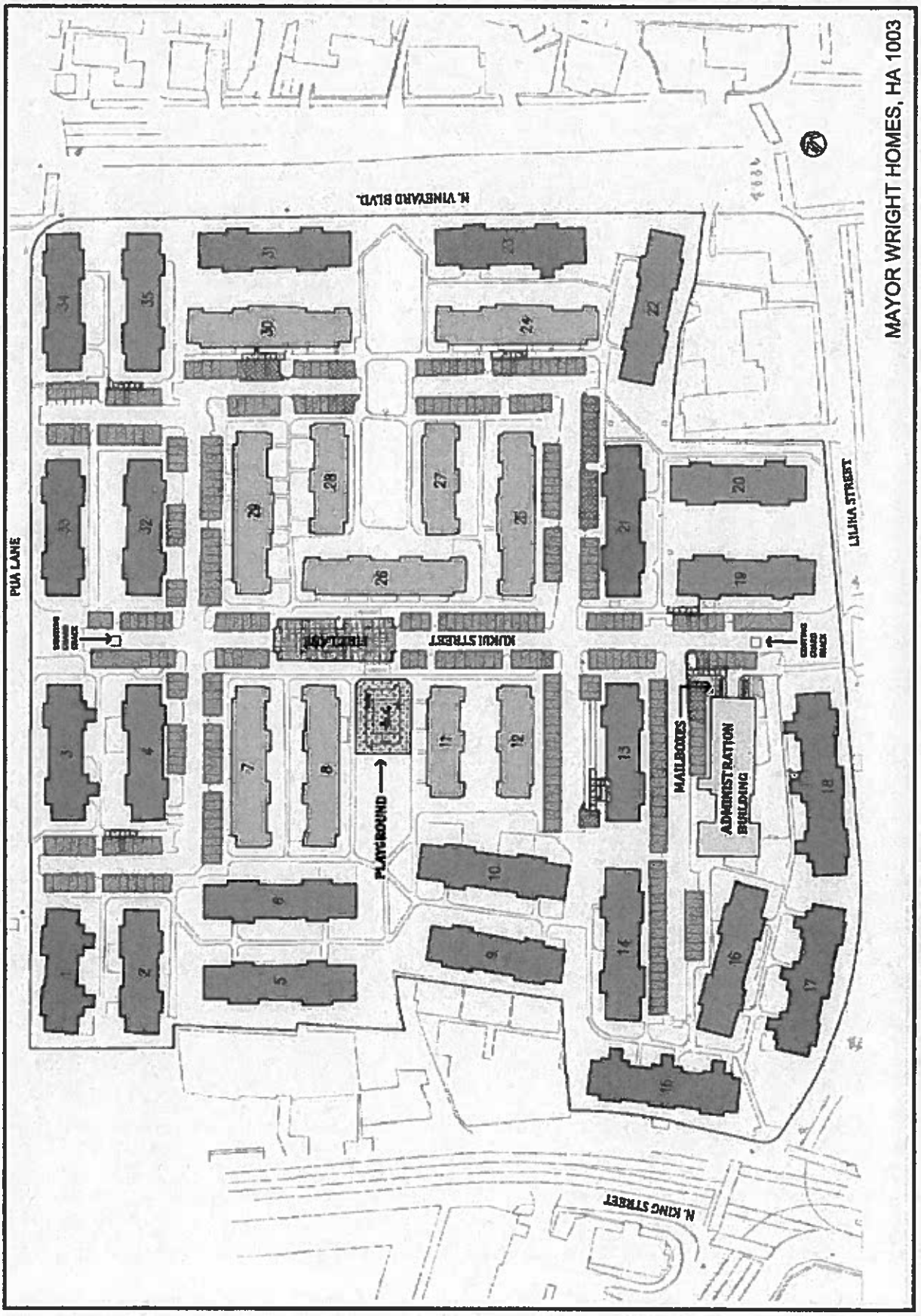
P. O. Box: _____ Suite or Floor #: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Ext.: _____ Fax: _____

E-mail:

PLEASE PROVIDE THE INFORMATION REQUESTED ON THIS PAGE AND SUBMIT TO:
Rick Sogawa, RFQ Coordinator
Email: rick.t.sogawa@hawaii.gov
Fax No.: (808) 832-6039


MAYOR WRIGHT HOMES, HA 1003
N. VINEYARD BLVD.
PUA LANE
LILIHA STREET
KUKUI STREET
FIRE LANE
PLAYGROUND
MAILBOXES
ADMINISTRATION BUILDING
N. KING STREET
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(CHAP) MANOR WRIGHT HOMES

GENERAL PLAN

APPENDIX 3

ACKNOWLEDGEMENT OF ADDENDA

RFQ OED-2014-33

Request for Qualifications for Master Developer for the Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes

The Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

_____
(Respondent's Name)

_____
(Signature)

_____
(Printed or Typed Name)

APPENDIX 4

NON-COLLUSIVE AFFIDAVIT

RFQ OED-2014-33

Request for Qualifications for Master Developer for the Mixed Income Transit Oriented Development Redevelopment of Mayor Wright Homes

(Prime Respondent)

State of _____

City/County of _____

_____ Being duly sworn, deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing submittal, that such submittal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly with any respondent or person, to put in a sham offer or to refrain from participating, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the submittal offer price or affiant or any other respondent, or to fix any overhead profit or cost element of said offer price, or that any other respondent, or to secure any advantage against the Hawaii Public Housing Authority or any personal interest in the proposed contracts; and that all statements in said submittal are true.

Signature of

_____
Respondent, if the respondent is an individual

_____
Partner, if the respondent is a partnership

_____
Officer, if the respondent is a corporation

Subscribed and Sworn to before me

This _____ day of _____, 20_____.

_____

Notary Public

My Commission Expires_____

_____

1

nstructions to Offerors
Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

- 03291 -

. Preparation of Offers

a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure o do so will be at the offeror's risk.

b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of hat agent's authority, unless that evidence has been previously umished to the HA.

c) Offers for services other than those specified will not be considered.

!. Submission of Offers

a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (*without* maintenance) greater than $100,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(ii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date

Signature of Authorized Certifying Official	Title

APPENDIX 9

MAYOR WRIGHT HOMES REDEVELOPMENT MILESTONES

RFQ OED-2014-33

Interim TOD Zoning Approval by City Council	June 2014
Iwilei TOD Master Plan Workshops	Fall 2014
Enter into Master Planning contract with Master Developer	Mid November 2014
Master Planning	November 2014 – May 2015
Mayor Wright Environmental Impact Section	Spring 2015 – Spring 2016
Mayor Wright Redevelopment	Summer 2016 – Spring 2019
Iwilei Rail Station Complete	Fall 2018
Rail System Phase II Opening	Spring 2019

Pages 213-324 were removed because they contained confidential information.

Hawaii Public Housing Authority
Report for the Months of January/February 2016

I. Fiscal Management

A. Variance Report for January 2016

1. Revenue for the Month of January

CFP Grant Income $141,588 less than budget

The Public Housing Capital Fund Program (CFP) is a HUD grant for capital and management activities, including the modernization and development of public housing. By HUD rule, a PHA has two years to obligate and two years to spend it after CFP grant is made available annually.

CFP is drawn through HUD's Electronic Line of Credit System (eLOCCS) based on Budget Line Items (BLI). BLIs are further grouped into soft cost (BLI Numbers 1406, 1408 and 1410) for management activities, and hard cost (BLI Numbers greater than 1430) for capital projects.

CFP drawings and expenditures that are not capitalized are reported on this line as operating income.

All of $34,578 January expenditure is capital. The $105,114 reported under this line is a catch up as a result of reconciliation.

State CIP Fund $66,347 less than budget

Out of January CIP expenditure of $1,829,367, $47,453 is for R & M and recognized as income under this line, causing $66,347 variance.

Grant Income $197,140 less than budget

The unfavorable variance consists of $188,166 less revenue for FLRP and $125,366 less revenue for state elders housing program; the unfavorable variance is offset by $106,814 more revenue for state family housing program and $9,578 more revenue from rental supplemental program.

Other Income $112,842 less than budget

The variance consists of unfavorable variances of: $10,784 less tenant payment not directly related to dwelling units rent; $609 less fraud recovery; $1,281 less admin fee earned on port-in accounts; $5,704 less front line services fee; $46,701 less fee revenue from central maintenance crew, and $81,947 less misc. income that captures all types of income not specified otherwise.

The unfavorable variances are offset by the favorable variances of: $3,103 more investment revenue; $5,836 more FSS coordination fee and $25,245 more fees charged by special team crew to program.

2. Expenses for the Month of January

Administrative $406,493 less than budget, a favorable variance

The $406,493 variance consists of favorable variances of: $234,406 less admin salaries and fringe benefits of HPHA employees, of which $157,608 and $50,509 contributable to COCC and FLRP, respectively; $68,229 less managing agent fees from privately managed AMPs and Bremerton, the company managing section 8 contract administration program; $28,420 less auditing fees; $9,052 less office expense; $25,068 less admin furniture and equipment; $5,704 less front line service fee; $44,402 less legal expense; $7,860 less travel expense, and $9,672 less other admin expense.

The favorable variance is offset by budget overrun of $26,320 more admin salaries and fringe benefits of private management companies.

Tenant Services $63,286 less than budget, a favorable variance

The $63,286 variance consists of $37,882 less relocation costs; $6,736 less resident participation program cost, and $18,668 less tenant service cost.

Utilities $157,298 less than budget, a favorable variance

Utilities include water, sewer, electricity and gas expenses.

The variance consists of budget savings of $143,935 on electricity and $35,845 on gas, offset by budget overruns of $8,173 on water and $14,309 on sewer expenses.

General Expenses $1,278,442 less than budget

The $1,278,442 unfavorable variance is mainly caused by an unbudgeted expense of $1,284,999, a reimbursement to state general fund of excess administrative expenses of state rental supplemental program because of program underperformance. Additional unfavorable variances include $468 for motor pool vehicle rental expense, and $7,860 undistributed expense of Pcard charges.

The unfavorable variance is partially offset by budget savings of $12,784 for other general expense and $2,101tor severance expense.

3 Revenue YTD

CFP Grant Income $462,395 more than budget

The Public Housing Capital Fund Program (CFP) is a HUD grant for capital and management activities, including the modernization and development of public housing. By HUD rule, a PHA has two years to obligate and two years to spend it after CFP grant is made available annually. CFP is drawn through HUD's Electronic Line of Credit System (eLOCCS) based on Budget Line Items (BLI). BLIs are further grouped into soft cost (BLI Numbers 1406, 1408 and 1410) for management activities, and hard cost (BLI Numbers greater than 1430) for capital projects. CFP drawings and expenditures that are not capitalized are reported on this line as operating income.

The $462,395 variance is mainly because of timing as operating budget spreads out the annual revenue projection among 12 months, whereas there were sizable soft costs drawings in January as explained above.

YTD soft costs drawings of $1,040,435 (BLI 1406) and $906,697 (BLI 1410) totaling $1,947,132 has been recognized under this line. Also included under this line is $242,205 for R & M expenditure out of YTD hard costs drawings of $2,552,728.

State CIP Fund $459,784 less than budget

State Legislature appropriates Capital Improvement Project fund (CIP). Spending agency has two or three years to encumber the appropriation before it is lapsing.

CIP expenditures that are not capitalized are reported on this line as operating income.

The $459,784 variance is mainly because of timing, as the budgeted State CIP Fund revenue spreads out among 12 months. $336,816 out of YTD $8,378,014 CIP expenditure is not capitalized therefore reported on this line as revenue.

Grant Income $3,570,321 less than budget

The unfavorable variances consist of $1,422,340 less revenue for FLRP; $904,044 less revenue for state elders housing program; $274,131 less revenue for state rental supplemental program; $1,104,542 less revenue for COCC mainly because budgeted $1,168,747 from State CIP appropriation to reimburse associated costs of administering State CIP projects did not happen. The unfavorable variance is offset by $134,736 more revenue for state family housing program.

HPHA anticipates in reducing the unfavorable variance in the following months.

Other Income $678,143 less than budget

The $678,143 variance consists of unfavorable variances of: $58,626 less tenant payments not directly related to dwelling unit rent, of which $50,905 contributable to FLRP; $34,916 less front line services fee; $326,907 less work order revenue by central maintenance crew, and $494,019 less miscellaneous income that captures all types of income not specified otherwise.

The unfavorable variances are partially offset by favorable variances of: $16,243 more investment income; $3,228 more fraud recovery; $6,086 more FSS coordination fee; $3,348 more revenue of admin fee earned on port-in, and $207,420 more work order revenue by Special Team members.

4 Expenses YTD

Administrative $1,625,114 less than budget, a favorable variance

The $1,625,114 variance consists of favorable variances of: $1,187,443 less administrative salaries and fringe benefits of HPHA employees, of which $807,256 and $250,130 contributable to COCC and FLRP, respectively; $10,740 less managing agent fee charged by private management companies and Bremerton, the

company managing section 8 contract administration program; $116,282 less office expenses; $236,306 less furniture and equipment; $34,916 less front line services; $112,529 less legal expense; $13,175 less travel expense, and $39,449 less other admin cost that captures other administrative expenses not specified otherwise.

The favorable variances are partially offset by budget overruns of: $62,043 for administrative salaries and fringe benefits of private management companies, and $63,683 auditing fees.

Tenant Services $391,471 less than budget, a favorable variance

Tenant Services include relocation costs, resident participation program costs and tenant service costs for any services directly related to meeting tenant needs.

The $391,471 variance consists of $176,874 less relocation costs; $47,155 less resident participation program cost, and $167,442 less tenant service cost.

Utilities $945,309 less than budget, a favorable variance

Utilities include water, sewer, and electricity and gas expenses.

The $945,309 favorable variance consists of; $846,380 less electricity expense of which $615,209 contributable to FLRP, and $259,654 less gas expense of which $234,043 contributable to FLRP.

The favorable variances are partially offset by $63,981 more water expense of which $67,478 contributable to FLRP, and $96,744 more sewer expense of which $85,125 contributable to FLRP.

Maintenance $1,618,731 less than budget, a favorable variance

The $1,618,731 favorable variance consists of: $232,505 less salaries and fringe benefits for HPHA maintenance employees; $99,583 less materials and supplies for building, ground, safety, painting, electric, janitorial maintenances, etc.; $991,303 less furniture, appliance and equipment, and $865,734 less repair and maintenance services provided for refuse collection, sewer and plumbing, pest control, building, tree trimming, vehicle and equipment, janitorial, elevator, fire extinguisher, appliance, electric, HVAC, etc.

The favorable variances are partially offset by the following budget overruns: $324,056 more salary and benefit for maintenance employees of private management companies, and $250,338 more repair work done by central maintenance crew and special team members.

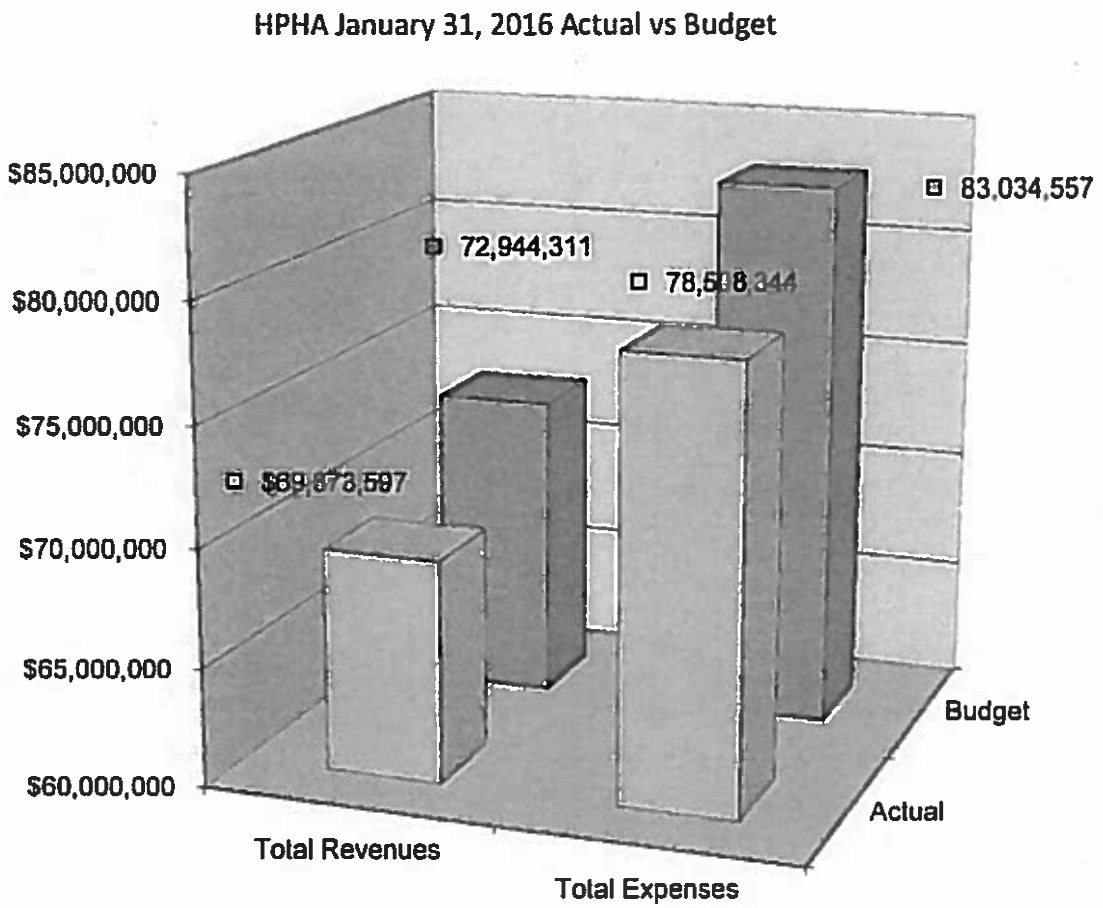
General Expenses $1,203,338 more than budget

The $1,203,338 unfavorable variance is mainly caused by an unbudgeted expense of $1,284,999 as explained for January variance. Additional unfavorable variances include $3,456 for motor pool vehicle rental expense, and $7,860 undistributed expense of Pcard charges.

The unfavorable variance is partially offset by budget savings of $82,512 for other general expense and $10,465 for severance expense.

HAWAII PUBLIC HOUSING AUTHORITY
Agency Total
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
1,544,003	1,438,535	105,467	7%	Dwelling Rental Income	10,721,213	10,080,387	640,826	6%	10,117,503	603,710	6%
7,163,152	6,982,889	180,263	3%	HUD Operating Subsidies	49,091,927	48,875,562	216,365	0%	45,207,490	3,884,437	9%
105,118	246,706	(141,588)	-57%	CFP Grant Income	2,189,337	1,726,942	462,395	27%	24,830	2,164,507	8717%
374,040	399,425	(25,385)	-6%	COCC Fee Income	2,613,922	2,795,975	(182,053)	-7%	2,637,282	(23,359)	-1%
47,453	113,800	(66,347)	-58%	State CIP Fund	336,816	796,600	(459,784)	-58%	1,097,471	(760,656)	-69%
499,321	696,461	(197,140)	-28%	Grant Income	2,473,651	6,043,971	(3,570,321)	-59%	2,565,731	(92,080)	-4%
268,033	380,875	(112,842)	-30%	Other Income	1,946,731	2,624,874	(678,143)	-26%	2,243,388	(296,657)	-13%
$ 10,001,120	10,258,691	(257,570)	-3%	Total Revenues	$ 69,373,597	72,944,311	(3,570,715)	-5%	63,893,695	5,479,902	9%
				EXPENSES							
1,208,581	1,615,073	406,493	25%	Administrative	9,482,539	11,107,653	1,625,114	15%	8,940,159	(542,380)	-6%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
318,520	343,992	25,472	7%	Management Fees	2,227,487	2,406,631	179,144	7%	2,766,100	538,613	19%
55,520	55,366	(154)	0%	Bookkeeping Fees	386,435	387,401	966	0%	382,251	(4,185)	-1%
4,900,112	5,044,469	144,357	3%	Housing Assistance Payments	34,366,413	35,236,283	869,870	2%	31,607,477	(2,758,936)	-9%
20,861	84,147	63,286	75%	Tenant Services	133,554	525,025	391,471	75%	386,924	253,369	65%
997,256	1,154,554	157,298	14%	Utilities	7,134,176	8,079,485	945,309	12%	8,055,638	921,462	11%
1,713,910	1,766,553	52,642	3%	Maintenance	11,564,050	13,182,782	1,618,731	12%	10,669,993	(894,057)	-8%
202,957	197,949	(5,008)	-3%	Protective Services	1,303,810	1,385,643	81,833	6%	1,267,924	(35,887)	-3%
74,195	79,765	5,570	7%	Insurance	506,991	558,184	51,193	9%	546,583	39,592	7%
1,438,948	1,412,463	(26,485)	-2%	Depreciation Expense	9,927,906	9,887,241	(40,665)	0%	9,117,822	(810,084)	-9%
16,821	17,707	886	5%	Bad Debt Expense	94,585	101,170	6,585	7%	92,482	(2,103)	-2%
1,300,079	21,637	(1,278,442)	-5909%	General Expenses	1,380,397	177,059	(1,203,338)	-680%	346,834	(1,033,563)	-298%
12,247,759	11,793,674	(454,085)	-4%	Total Expenses	78,508,344	83,034,557	4,526,212	5%	74,180,186	(4,328,159)	-6%
$ (2,246,639)	(1,534,984)	(711,655)	-46%	Net Income(Loss)	$ (9,134,748)	(10,090,245)	955,498	9%	(10,286,491)	1,151,743	11%
				CASH BASIS:							
(2,246,639)	(1,534,984)	(711,655)	-46%	Net Income(loss) per Above	(9,134,748)	(10,090,245)	955,498	9%	(10,286,491)	1,151,743	11%
				Add back non cash items:							
1,438,948	1,412,463	26,485	2%	Depreciation Expense	9,927,906	9,887,241	40,665	0%	9,117,822	810,084	9%
16,821	17,707	(886)	-5%	Bad Debt Expense	94,585	101,170	(6,585)	-7%	92,482	2,103	2%
$ (790,870)	(104,814)	(686,056)	-655%	TOTAL CASH BASIS	$ 887,743	(101,834)	989,578	972%	(1,076,187)	1,963,931	182%



	Total Revenues	Total Expenses
Actual	$69,373,597	78,508,344
Budget	72,944,311	83,034,557

HAWAII PUBLIC HOUSING AUTHORITY
Consolidated Balance Sheet
Agency Total (Funds 130 To 150, 007, 020, 024, 181, 265, 318 & 337)
As of January 31, 2016 and December 31, 2015

	As of January 31 2016	As of December 31 2015	Increase (Decrease)
ASSETS:			
Cash	68,483,205	68,735,318	(252,113)
Receivables:			
Tenant Receivables	1,279,979	1,179,490	100,490
Other	1,394,652	1,171,969	222,683
Less Allowance for Doubtful Accounts	(1,111,829)	(1,009,256)	(102,573)
Total receivables	1,562,802	1,342,202	220,600
Accrued Interest	2,686	1,538	1,148
Prepaid Expenses	2,737,813	2,781,919	(44,106)
Inventories	536,526	536,150	376
Interprogram Due From	1,087,112	1,884,165	(797,053)
Total Current Assets	74,410,144	75,281,293	(871,148)
Property, Plant & Equipment:			
Land	23,824,737	23,824,737	-
Buildings	600,561,241	599,070,358	1,490,883
Furniture & Equipment	5,623,644	5,623,644	-
Motor vehicles	1,691,849	1,691,849	-
Construction in Progress	36,590,568	37,019,963	(429,395)
Less: Accumulated Depreciation	(370,727,451)	(369,214,355)	(1,513,096)
Notes, Loans & Mortgage Receivable-Non Current	8,716,630	8,716,630	-
Other Long term assets	-	-	-
Deferred Outflows of Resources	3,137,321	3,137,321	-
Total Assets & Deferred Outflow of Resources	$ 383,828,683	$ 385,151,440	(1,322,757)
LIABILITIES AND NET POSITION			
Accounts Payable	3,004,919	2,875,974	128,944
Accrued Expenses	-	-	-
Accrued Salaries & Wages	806,694	806,694	-
Accrued Vacation	1,486,141	1,486,739	(598)
Tenant Security Deposits	753,891	752,539	1,352
Other Liabilities & Deferred Income	2,677,234	415,805	2,261,429
Total Current Liabilities	8,728,879	6,337,752	2,391,127
Accrued Liabilities	18,039,316	18,454,477	(415,162)
Net Pension Liability	23,355,937	23,355,937	-
Deferred Inflows of Resources	2,903,051	2,903,051	-
Net Assets			
Investment in capital assets	297,564,589	298,016,197	(451,608)
Restricted Net Assets	371,180	371,180	-
Unrestricted Net Assets	42,000,479	42,600,954	(600,474)
Net Income Year to Date	(9,134,748)	(6,888,108)	(2,246,639)
Total Net Assets	330,801,501	334,100,223	(3,298,722)
Total Liabilities, Deferred Inflow of Resources & Net Position	$ 383,828,683	385,151,440	(1,322,757)

HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
1,278,444	1,177,115	101,328	9%	Dwelling Rental Income	8,880,157	8,250,447	629,710	8%	8,335,050	545,107	7%
1,958,743	1,787,905	170,838	10%	HUD Operating Subsidies	13,612,567	12,510,678	1,101,889	9%	12,598,334	1,014,233	8%
105,118	78,309	26,809	34%	CFP Grant Income	1,282,640	548,165	734,475	134%	24,830	1,257,810	5066%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
43,968	105,500	(61,532)	-58%	State CIP Fund	307,859	738,500	(430,641)	-58%	1,038,813	(730,955)	-70%
170,299	358,466	(188,167)	-52%	Grant Income	1,086,920	2,509,259	(1,422,340)	-57%	-	1,086,920	100%
33,623	42,863	(9,240)	-22%	Other Income	242,509	301,210	(58,701)	-19%	1,348,545	(1,106,036)	-82%
$ 3,590,195	3,550,158	40,037	1%	Total Revenues	$ 25,412,651	24,858,259	554,392	2%	23,345,573	2,067,078	9%
				EXPENSES							
478,441	545,187	66,746	12%	Administrative	3,305,257	3,743,722	438,465	12%	3,239,858	(65,399)	-2%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
241,164	253,218	12,054	5%	Management Fees	1,693,474	1,771,213	77,739	4%	1,730,458	36,984	2%
32,963	34,778	1,815	5%	Bookkeeping Fees	231,383	243,285	11,903	5%	235,560	4,178	2%
4,790	115	(4,675)	-4065%	Housing Assistance Payments	14,197	805	(13,392)	-1664%	3,789	(10,408)	-275%
7,748	63,652	55,905	88%	Tenant Services	58,644	381,560	322,916	85%	271,218	212,574	78%
840,314	945,872	105,558	11%	Utilities	5,922,157	6,618,806	696,650	11%	6,699,996	777,839	12%
1,313,733	1,330,114	16,382	1%	Maintenance	8,765,312	10,130,872	1,365,560	13%	7,855,154	(910,158)	-12%
201,692	196,529	(5,162)	-3%	Protective Services	1,295,435	1,375,705	80,271	6%	1,261,565	(33,869)	-3%
57,257	62,793	5,536	9%	Insurance	390,562	439,379	48,817	11%	446,199	55,637	12%
1,239,741	1,213,257	(26,484)	-2%	Depreciation Expense	8,533,457	8,492,799	(40,658)	0%	7,740,054	(793,403)	-10%
15,302	16,107	805	5%	Bad Debt Expense	83,952	89,970	6,018	7%	92,482	8,530	9%
10,320	7,605	(2,715)	-36%	General Expenses	21,186	53,235	32,049	60%	82,977	61,791	74%
4,443,463	4,669,227	225,764	5%	Total Expenses	30,315,014	33,341,351	3,026,336	9%	29,659,309	(655,705)	-2%
$ (853,268)	(1,119,069)	265,801	24%	Net Income(Loss)	$ (4,902,363)	(8,483,091)	3,580,728	42%	(6,313,736)	1,411,373	22%
				CASH BASIS:							
(853,268)	(1,119,069)	265,801	24%	Net Income(loss) per Above	(4,902,363)	(8,483,091)	3,580,728	42%	(6,313,736)	1,411,373	22%
				Add back non cash items:							
1,239,741	1,213,257	26,484	2%	Depreciation Expense	8,533,457	8,492,799	40,658	0%	7,740,054	793,403	10%
15,302	16,107	(805)	-5%	Bad Debt Expense	83,952	89,970	(6,018)	-7%	92,482	(8,530)	-9%
$ 401,775	110,295	291,480	264%	TOTAL CASH BASIS	$ 3,715,046	99,678	3,615,368	3627%	1,518,799	2,196,247	145%

HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program by AMPs
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016				ACCRUAL BASIS	Year to Date ended January 31, 2016						
		Variance				Variance				Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
297,385	304,301	(6,916)	-2%	Asset Management Project - 30	2,069,733	2,130,107	(60,374)	-3%	2,262,628	(192,895)	-9%
344,476	310,393	34,083	11%	Asset Management Project - 31	2,879,068	2,180,609	698,459	32%	2,141,482	737,586	34%
349,068	353,045	(3,977)	-1%	Asset Management Project - 32	2,698,384	2,468,777	229,607	9%	2,237,194	461,189	21%
275,114	236,397	38,716	16%	Asset Management Project - 33	2,138,495	1,652,730	485,765	29%	1,664,795	473,700	28%
373,291	380,275	(6,984)	-2%	Asset Management Project - 34	2,548,450	2,659,986	(111,536)	-4%	2,668,458	(120,008)	-4%
410,291	441,484	(31,193)	-7%	Asset Management Project - 35	2,860,146	3,090,391	(230,244)	-7%	3,001,318	(141,172)	-5%
206,113	224,903	(18,790)	-8%	Asset Management Project - 37	1,342,466	1,574,323	(231,857)	-15%	1,135,718	206,748	18%
230,061	209,985	20,077	10%	Asset Management Project - 38	1,520,872	1,471,677	49,195	3%	1,349,443	171,429	13%
156,754	169,465	(12,710)	-8%	Asset Management Project - 39	1,060,389	1,184,911	(124,523)	-11%	979,608	80,781	8%
181,144	172,889	8,255	5%	Asset Management Project - 40	1,219,347	1,210,223	9,123	1%	1,055,879	163,467	15%
141,129	147,446	(6,317)	-4%	Asset Management Project - 43	921,641	1,032,124	(110,484)	-11%	854,124	67,517	8%
189,551	178,474	11,077	6%	Asset Management Project - 44	1,269,171	1,254,096	15,075	1%	1,339,084	(69,913)	-5%
162,489	139,994	22,495	16%	Asset Management Project - 45	1,070,405	982,399	88,006	9%	940,603	129,801	14%
73,225	74,156	(931)	-1%	Asset Management Project - 46	466,062	517,251	(51,189)	-10%	409,990	56,072	14%
110,102	117,608	(7,506)	-6%	Asset Management Project - 49	746,512	823,256	(76,744)	-9%	684,155	62,357	9%
90,000	89,343	657	1%	Asset Management Project - 50	601,512	625,399	(23,887)	-4%	621,093	(19,581)	-3%
$ 3,590,195	3,550,158	40,037	1%	Total Revenues	$ 25,412,651	24,858,259	554,392	2%	23,345,573	2,067,078	9%
				NET INCOME(LOSS)							
(76,844)	(107,228)	30,384	28%	Asset Management Project - 30	(639,869)	(735,314)	95,445	13%	(553,239)	(86,630)	-16%
(108,069)	(203,981)	95,911	47%	Asset Management Project - 31	(268,633)	(1,312,725)	1,044,092	80%	(1,324,397)	1,055,764	80%
(26,342)	(12,259)	(14,082)	-115%	Asset Management Project - 32	206,632	(189,494)	396,126	209%	(463,830)	670,462	145%
15,098	(52,194)	67,292	129%	Asset Management Project - 33	78,319	(427,530)	505,849	118%	(433,351)	511,669	118%
(33,304)	(83,458)	50,154	60%	Asset Management Project - 34	(179,467)	(435,854)	256,386	59%	99,606	(279,073)	-280%
(10,885)	(74,434)	63,549	85%	Asset Management Project - 35	(114,205)	(537,083)	422,879	79%	165,032	(279,237)	-169%
(135,317)	(147,920)	12,602	9%	Asset Management Project - 37	(988,577)	(1,336,966)	348,389	26%	(997,043)	8,466	1%
(77,597)	(55,951)	(21,646)	-39%	Asset Management Project - 38	(467,688)	(460,257)	(7,431)	-2%	(328,085)	(139,603)	-43%
(47,199)	(45,861)	(1,338)	-3%	Asset Management Project - 39	(308,458)	(467,642)	159,184	34%	(397,805)	89,347	22%
(19,145)	(349)	(18,796)	-5385%	Asset Management Project - 40	(52,696)	(2,031)	(50,665)	-2494%	(148,383)	95,687	64%
(57,847)	(71,763)	13,916	19%	Asset Management Project - 43	(435,653)	(496,275)	60,623	12%	(536,945)	101,292	19%
(78,975)	(85,891)	6,916	8%	Asset Management Project - 44	(533,632)	(673,394)	139,762	21%	(421,068)	(112,564)	-27%
(60,304)	(61,886)	1,582	3%	Asset Management Project - 45	(352,772)	(405,112)	52,341	13%	(363,019)	10,247	3%
(50,415)	(39,699)	(10,716)	-27%	Asset Management Project - 46	(351,144)	(368,015)	16,871	5%	(394,851)	43,708	11%
(61,511)	(57,061)	(4,450)	-8%	Asset Management Project - 49	(400,199)	(471,408)	71,209	15%	(362,780)	(37,419)	-10%
(24,612)	(19,133)	(5,479)	-29%	Asset Management Project - 50	(94,322)	(163,991)	69,670	42%	146,420	(240,741)	-164%
$ (853,268)	(1,119,069)	265,801	24%	Total Net Income(Loss)	$ (4,902,363)	(8,483,091)	3,580,728	42%	(6,313,736)	1,411,373	22%

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HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program by AMPs
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016				CASH BASIS	Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
297,385	304,301	(6,916)	-2%	Asset Management Project - 30	2,069,733	2,130,107	(60,374)	-3%	2,262,628	(192,895)	-9%
344,476	310,393	34,083	11%	Asset Management Project - 31	2,879,068	2,180,609	698,459	32%	2,141,482	737,586	34%
349,068	353,045	(3,977)	-1%	Asset Management Project - 32	2,698,384	2,468,777	229,607	9%	2,237,194	461,189	21%
275,114	236,397	38,716	16%	Asset Management Project - 33	2,138,495	1,652,730	485,765	29%	1,664,795	473,700	28%
373,291	380,275	(6,984)	-2%	Asset Management Project - 34	2,548,450	2,659,986	(111,536)	-4%	2,668,458	(120,008)	-4%
410,291	441,484	(31,193)	-7%	Asset Management Project - 35	2,860,146	3,090,391	(230,244)	-7%	3,001,318	(141,172)	-5%
206,113	224,903	(18,790)	-8%	Asset Management Project - 37	1,342,466	1,574,323	(231,857)	-15%	1,135,718	206,748	18%
230,061	209,985	20,077	10%	Asset Management Project - 38	1,520,872	1,471,677	49,195	3%	1,349,443	171,429	13%
156,754	169,465	(12,710)	-8%	Asset Management Project - 39	1,060,389	1,184,911	(124,523)	-11%	979,608	80,781	8%
181,144	172,889	8,255	5%	Asset Management Project - 40	1,219,347	1,210,223	9,123	1%	1,055,879	163,467	15%
141,129	147,446	(6,317)	-4%	Asset Management Project - 43	921,641	1,032,124	(110,484)	-11%	854,124	67,517	8%
189,551	178,474	11,077	6%	Asset Management Project - 44	1,269,171	1,254,096	15,075	1%	1,339,084	(69,913)	-5%
162,489	139,994	22,495	16%	Asset Management Project - 45	1,070,405	982,399	88,006	9%	940,603	129,801	14%
73,225	74,156	(931)	-1%	Asset Management Project - 46	466,062	517,251	(51,189)	-10%	409,990	56,072	14%
110,102	117,608	(7,506)	-6%	Asset Management Project - 49	746,512	823,256	(76,744)	-9%	684,155	62,357	9%
90,000	89,343	657	1%	Asset Management Project - 50	601,512	625,399	(23,887)	-4%	621,093	(19,581)	-3%
$ 3,590,195	3,550,158	40,037	1%	Total Revenues	$ 25,412,651	24,858,259	554,392	2%	23,345,573	2,067,078	9%
				NET INCOME(LOSS)							
34,869	3,987	30,882	775%	Asset Management Project - 30	140,409	43,191	97,217	225%	140,559	(150)	0%
83,745	(12,017)	95,761	797%	Asset Management Project - 31	1,064,965	22,023	1,042,942	4736%	(79,139)	1,144,104	1446%
(356)	13,727	(14,082)	-103%	Asset Management Project - 32	388,534	(7,592)	396,126	5218%	(290,089)	678,623	234%
78,044	10,765	67,279	625%	Asset Management Project - 33	518,941	13,187	505,754	3835%	10,948	507,992	4640%
40,789	(13,063)	53,852	412%	Asset Management Project - 34	337,105	56,911	280,193	492%	537,314	(200,209)	-37%
71,603	8,413	63,190	751%	Asset Management Project - 35	455,531	33,588	421,943	1256%	736,964	(281,433)	-38%
34,158	29,136	5,021	17%	Asset Management Project - 37	197,742	(97,574)	295,316	303%	36,526	161,216	441%
21,297	12,347	8,950	72%	Asset Management Project - 38	100,384	17,829	82,555	463%	79,822	20,562	26%
10,582	11,920	(1,338)	-11%	Asset Management Project - 39	95,093	(63,175)	158,268	251%	6,662	88,431	1327%
(16,907)	1,835	(18,742)	-1021%	Asset Management Project - 40	(37,030)	13,257	(50,287)	-379%	(133,095)	96,065	72%
17,006	3,191	13,815	433%	Asset Management Project - 43	82,557	22,337	60,221	270%	(8,705)	91,262	1048%
17,125	10,266	6,859	67%	Asset Management Project - 44	139,068	(295)	139,363	47246%	271,344	(132,277)	-49%
5,168	3,643	1,525	42%	Asset Management Project - 45	101,015	48,999	52,017	106%	94,537	6,479	7%
(1,144)	9,572	(10,716)	-112%	Asset Management Project - 46	(6,585)	(23,118)	16,533	72%	(49,954)	43,370	87%
(3,566)	7,542	(11,108)	-147%	Asset Management Project - 49	8,400	(16,047)	24,447	152%	57	8,343	14538%
9,362	9,031	331	4%	Asset Management Project - 50	128,916	36,157	92,760	257%	165,047	(36,130)	-22%
$ 401,775	110,295	291,480	264%	Total Net Income(Loss)	$ 3,715,046	99,678	3,615,368	3627%	1,518,799	2,196,247	145%

HAWAII PUBLIC HOUSING AUTHORITY
Housing Choice Voucher Program
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
2,478,768	2,621,919	(143,151)	-5%	HUD Operating Subsidies	16,720,651	18,353,435	(1,632,784)	-9%	14,519,171	2,201,480	15%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
12,379	57,606	(45,227)	-79%	Other Income	74,645	403,242	(328,597)	-81%	360,912	(286,267)	-79%
$ 2,491,147	2,679,525	(188,378)	-7%	Total Revenues	$ 16,795,296	18,756,677	(1,961,381)	-10%	14,880,083	1,915,213	13%
				EXPENSES							
93,760	136,244	42,484	31%	Administrative	706,852	953,101	246,250	26%	608,744	(98,107)	-16%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
25,776	23,270	(2,506)	-11%	Management Fees	176,916	162,890	(14,026)	-9%	162,492	(14,424)	-9%
16,110	14,550	(1,560)	-11%	Bookkeeping Fees	110,573	101,850	(8,723)	-9%	101,558	(9,015)	-9%
2,331,618	2,487,654	156,036	6%	Housing Assistance Payments	16,067,239	17,413,578	1,346,339	8%	14,055,243	(2,011,996)	-14%
13,053	19,155	6,102	32%	Tenant Services	74,113	134,085	59,972	45%	114,900	40,787	35%
953	4,300	3,347	78%	Utilities	9,015	30,100	21,085	70%	27,655	18,640	67%
682	2,110	1,428	68%	Maintenance	4,250	14,070	9,820	70%	10,217	5,967	58%
67	60	(7)	-12%	Protective Services	471	420	(51)	-12%	403	(67)	-17%
257	420	163	39%	Insurance	1,815	2,940	1,125	38%	2,749	934	34%
456	8,300	7,844	95%	General Expenses	28,658	58,100	29,442	51%	52,638	23,980	46%
2,482,732	2,696,063	213,331	8%	Total Expenses	17,179,900	18,871,134	1,691,234	9%	15,136,599	(2,043,301)	-13%
$ 8,415	(16,537)	24,952	151%	Net Income(Loss)	$ (384,604)	(114,457)	(270,147)	-236%	(256,516)	(128,088)	-50%
				CASH BASIS:							
8,415	(16,537)	24,952	151%	Net Income(loss) per Above	(384,604)	(114,457)	(270,147)	-236%	(256,516)	(128,088)	-50%
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ 8,415	(16,537)	24,952	151%	TOTAL CASH BASIS	$ (384,604)	(114,457)	(270,147)	-236%	(256,516)	(128,088)	-50%

HAWAII PUBLIC HOUSING AUTHORITY
State Low Rent
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
92,959	92,175	784	1%	Dwelling Rental Income	643,259	645,225	$ (1,966)	0%	596,861	$ 46,398	8%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	3,700	(3,700)	-100%	State CIP Fund	-	25,900	(25,900)	-100%	44,020	(44,020)	-100%
206,815	100,001	106,814	107%	Grant Income	834,743	700,007	134,736	19%	-	834,743	100%
1,563	4,090	(2,527)	-62%	Other Income	24,489	28,810	(4,321)	-15%	94,953	(70,464)	-74%
$ 301,337	199,966	101,371	51%	Total Revenues	$ 1,502,491	1,399,942	102,549	7%	735,834	766,657	104%
				EXPENSES							
23,598	30,821	7,223	23%	Administrative	175,316	203,126	27,810	14%	175,109	(207)	0%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
15,565	16,123	558	3%	Management Fees	106,705	112,861	6,156	5%	110,705	4,001	4%
1,868	1,936	69	4%	Bookkeeping Fees	12,803	13,552	750	6%	13,283	480	4%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
-	-	-	0%	Tenant Services	440	-	(440)	-100%	89	(351)	-396%
60,945	70,448	9,503	13%	Utilities	439,910	493,136	53,226	11%	466,766	26,856	6%
49,932	78,349	28,417	36%	Maintenance	364,382	542,313	177,931	33%	367,398	3,016	1%
-	-	-	0%	Protective Services	-	-	-	0%	241	241	100%
3,172	3,280	108	3%	Insurance	22,112	22,961	849	4%	22,514	402	2%
76,880	76,879	(1)	0%	Depreciation Expense	538,160	538,153	(7)	0%	538,153	(7)	0%
760	800	40	5%	Bad Debt Expense	5,320	5,600	280	5%	-	(5,320)	-100%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
232,720	278,636	45,917	16%	Total Expenses	1,665,147	1,931,702	266,555	14%	1,694,257	29,110	2%
$ 68,617	(78,670)	147,288	187%	Net Income(Loss)	$ (162,656)	(531,760)	369,104	69%	(958,423)	795,767	83%
				CASH BASIS:							
68,617	(78,670)	147,288	187%	Net Income(loss) per Above	(162,656)	(531,760)	369,104	69%	(958,423)	795,767	83%
				Add back non cash items:							
76,880	76,879	1	0%	Depreciation Expense	538,160	538,153	7	0%	538,153	7	0%
760	800	(40)	-5%	Bad Debt Expense	5,320	5,600	(280)	-5%	-	5,320	100%
$ 146,257	(991)	147,249	14853%	TOTAL CASH BASIS	$ 380,824	11,993	368,831	3075%	(420,270)	801,094	191%

HAWAII PUBLIC HOUSING AUTHORITY
State Elderly Program
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
172,600	169,245	3,355	2%	Dwelling Rental Income	1,197,797	1,184,715	$ 13,082	1%	1,185,592	12,205	1%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
3,485	2,600	885	34%	State CIP Fund	19,360	18,200	1,160	6%	14,638	4,722	32%
24,634	150,000	(125,366)	-84%	Grant Income	145,956	1,050,000	(904,044)	-86%	-	145,956	100%
5,409	7,465	(2,056)	-28%	Other Income	44,458	52,255	(7,797)	-15%	322,038	(277,580)	-86%
$ 206,129	329,310	(123,181)	-37%	Total Revenues	$ 1,407,571	2,305,170	(897,599)	-39%	1,522,268	(114,697)	-8%
				EXPENSES							
44,653	50,500	5,847	12%	Administrative	315,578	353,500	37,922	11%	143,446	(172,132)	-120%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
35,506	35,631	125	0%	Management Fees	247,165	249,417	2,252	1%	248,040	875	0%
4,260	2,227	(2,033)	-91%	Bookkeeping Fees	29,655	15,589	(14,066)	-90%	29,760	105	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
-	700	700	100%	Tenant Services	-	4,900	4,900	100%	193	193	100%
87,467	121,185	33,718	28%	Utilities	696,683	848,295	151,612	18%	792,507	95,824	12%
79,993	97,181	17,188	18%	Maintenance	544,243	680,267	136,024	20%	677,229	132,986	20%
86	575	489	85%	Protective Services	1,378	4,025	2,647	66%	301	(1,077)	-358%
6,511	9,881	3,370	34%	Insurance	53,949	69,167	15,218	22%	56,926	2,977	5%
118,314	118,314	-	0%	Depreciation Expense	828,198	828,198	-	0%	828,198	-	0%
759	800	41	5%	Bad Debt Expense	5,313	5,600	287	5%	-	(5,313)	-100%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
377,549	436,994	59,445	14%	Total Expenses	2,722,162	3,058,957	336,796	11%	2,776,601	54,439	2%
$ (171,420)	(107,684)	(63,736)	-59%	Net Income(Loss)	$ (1,314,591)	(753,788)	(560,803)	-74%	(1,254,332)	(60,258)	-5%
				CASH BASIS:							
(171,420)	(107,684)	(63,736)	-59%	Net Income(loss) per Above	(1,314,591)	(753,788)	(560,803)	-74%	(1,254,332)	(60,258)	-5%
				Add back non cash items:							
118,314	118,314	-	0%	Depreciation Expense	828,198	828,198	-	0%	828,198	-	0%
759	800	(41)	-5%	Bad Debt Expense	5,313	5,600	(287)	-5%	-	5,313	100%
$ (52,347)	11,430	(63,777)	-558%	TOTAL CASH BASIS	$ (481,080)	80,011	(561,090)	-701%	(426,134)	(54,945)	-13%

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HAWAII PUBLIC HOUSING AUTHORITY
State Rent Supplement Program
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
-	-	-	0%	HUD Operating Subsidies	-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
97,572	87,994	9,578	11%	Grant Income	341,827	615,958	(274,131)	-45%	307,414	34,413	11%
-	-	-	0%	Other Income	-	-	-	0%	-	-	0%
$ 97,572	87,994	9,578	11%	Total Revenues	$ 341,827	615,958	(274,131)	-45%	307,414	34,413	11%
				EXPENSES							
4,714	7,212	2,498	35%	Administrative	43,514	50,484	6,970	14%	40,953	(2,561)	-6%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
510	-	(510)	-100%	Management Fees	3,228	-	(3,228)	-100%	3,336	108	3%
320	-	(320)	-100%	Bookkeeping Fees	2,023	-	(2,023)	-100%	2,091	68	3%
39,558	80,000	40,442	51%	Housing Assistance Payments	230,688	485,000	254,312	52%	226,276	(4,412)	-2%
-	-	-	0%	Tenant Services	-	-	-	0%	-	-	0%
-	625	625	100%	Utilities	41	4,375	4,334	99%	4,059	4,018	99%
248	240	(8)	-3%	Maintenance	475	1,800	1,325	74%	3,542	3,067	87%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
-	-	-	0%	Insurance	-	-	-	0%	-	-	0%
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%
45,349	88,077	42,728	49%	Total Expenses	279,969	541,659	261,690	48%	280,256	288	0%
$ 52,223	(83)	52,306	63020%	Net Income(Loss)	$ 61,858	74,299	(12,441)	-17%	27,158	34,700	128%
				CASH BASIS:							
52,223	(83)	52,306	63020%	Net Income(loss) per Above	61,858	74,299	(12,441)	-17%	27,158	34,700	128%
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ 52,223	(83)	52,306	63020%	TOTAL CASH BASIS	$ 61,858	74,299	(12,441)	-17%	27,158	34,700	128%

HAWAII PUBLIC HOUSING AUTHORITY
Section 8 Contract Administration
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
2,716,874	2,573,064	143,810	6%	HUD Operating Subsidies	18,728,838	18,011,448	717,390	4%	18,089,985	638,853	4%
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	-	-	-	0%	-	-	0%
16	15	1	9%	Other Income	112	105	7	6%	(103,654)	103,766	100%
$ 2,716,890	2,573,079	143,811	6%	Total Revenues	$ 18,728,950	18,011,553	717,397	4%	17,986,331	742,619	4%
				EXPENSES							
-	76,959	76,959	100%	Administrative	526,952	538,713	11,761	2%	65,414	(461,538)	-706%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	15,750	15,750	100%	Management Fees	-	110,250	110,250	100%	511,069	511,069	100%
-	1,875	1,875	100%	Bookkeeping Fees	-	13,125	13,125	100%	-	-	0%
2,524,146	2,476,700	(47,446)	-2%	Housing Assistance Payments	18,054,290	17,336,900	(717,390)	-4%	17,322,170	(732,120)	-4%
-	-	-	0%	Tenant Services	-	-	-	0%	-	-	0%
-	-	-	0%	Utilities	-	-	-	0%	-	-	0%
-	791	791	100%	Maintenance	-	5,537	5,537	100%	-	-	0%
-	-	-	0%	Protective Services	-	-	-	0%	-	-	0%
-	-	-	0%	Insurance	-	-	-	0%	-	-	0%
-	450	450	100%	General Expenses	10,256	3,150	(7,106)	-226%	2,553	(7,703)	-302%
2,524,146	2,572,525	48,379	2%	Total Expenses	18,591,497	18,007,675	(583,822)	-3%	17,901,205	(690,292)	-4%
$ 192,744	554	192,190	34691%	Net Income(Loss)	$ 137,453	3,878	133,575	3444%	85,125	52,327	61%
				CASH BASIS:							
192,744	554	192,190	34691%	Net Income(loss) per Above	137,453	3,878	133,575	3444%	85,125	52,327	61%
				Add back non cash items:							
-	-	-	0%	Depreciation Expense	-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ 192,744	554	192,190	34691%	TOTAL CASH BASIS	$ 137,453	3,878	133,575	3444%	85,125	52,327	61%

HAWAII PUBLIC HOUSING AUTHORITY
Central Office Cost Center
Actual vs Budget Comparison
For the Month of January 2016, and the 7 Months ended January 31, 2016
(Amounts in Full Dollars)

Month of January 2016					Year to Date ended January 31, 2016						
		Variance					Variance			Variance	
Actual	Budget	Amount	%		Actual	Budget	Amount	%	Prior Year	Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
8,767	-	8,767	100%	Ongoing Admin Fee Earned	29,871	-	29,871	100%	-	29,871	100%
-	168,397	(168,397)	-100%	CFP Grant Income	906,697	1,178,777	(272,080)	-23%	-	906,697	100%
374,040	399,425	(25,385)	-6%	COCC Fee Income	2,613,922	2,795,975	(182,053)	-7%	2,637,282	(23,359)	-1%
-	-	-	0%	Grant Income	64,205	1,168,747	(1,104,542)	-95%	-	64,205	100%
215,043	268,836	(53,793)	-20%	Other Income	1,560,518	1,839,252	(278,734)	-15%	1,697,842	(137,324)	-8%
$ 597,850	836,658	(238,808)	-29%	Total Revenues	$ 5,175,214	6,982,751	(1,807,538)	-26%	4,335,124	840,090	19%
				EXPENSES							
563,414	768,150	204,736	27%	Administrative	4,351,148	5,265,007	913,859	17%	4,603,122	251,974	5%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Management Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Bookkeeping Fees	-	-	-	0%	-	-	0%
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%
61	640	579	90%	Tenant Services	358	4,480	4,122	92%	523	166	32%
7,577	12,124	4,547	38%	Utilities	66,370	84,773	18,403	22%	64,655	(1,715)	-3%
269,324	257,768	(11,556)	-4%	Maintenance	1,885,389	1,807,923	(77,466)	-4%	1,756,453	(128,936)	-7%
1,112	785	(328)	-42%	Protective Services	6,527	5,493	(1,034)	-19%	5,413	(1,114)	-21%
6,998	3,391	(3,607)	-106%	Insurance	38,554	23,737	(14,816)	-62%	18,196	(20,358)	-112%
4,013	4,013	-	0%	Depreciation Expense	28,091	28,091	-	0%	11,417	(16,674)	-146%
1,289,303	5,282	(1,284,021)	-24309%	General Expenses	1,320,297	62,574	(1,257,723)	-2010%	208,667	(1,111,631)	-533%
2,141,801	1,052,152	(1,089,649)	-104%	Total Expenses	7,696,733	7,282,078	(414,655)	-6%	6,668,446	(1,028,287)	-15%
$ (1,543,952)	(215,495)	(1,328,457)	-616%	Net Income(Loss)	$ (2,521,519)	(299,327)	(2,222,193)	-742%	(2,333,322)	(188,197)	-8%
				CASH BASIS:							
(1,543,952)	(215,495)	(1,328,457)	-616%	Net Income(loss) per Above	(2,521,519)	(299,327)	(2,222,193)	-742%	(2,333,322)	(188,197)	-8%
				Add back non cash items:							
4,013	4,013	-	0%	Depreciation Expense	28,091	28,091	-	0%	11,417	16,674	146%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ (1,539,939)	(211,482)	(1,328,457)	-628%	TOTAL CASH BASIS	$ (2,493,428)	(271,236)	(2,222,193)	-819%	(2,321,905)	(171,523)	-7%

II. Contract & Procurement Office

A. Solicitation(s) Issued in February 2016:

Solicitation No.	Title	Due Date
RFQ S8-2016-12	2016 Utility Allowance Update for the Housing Choice Voucher Program	February 25, 2016
RFQ PMB-2016-10	2016 Utility Allowance Update for Various Federal Low-Income Public Housing Properties	February 26, 2016
IFB PMB-2016-01	Furnish Custodial Services at the Hawaii Public Housing Authority Central Offices on the Island of Oahu	March 1, 2016
RFQ PMB-2016-14	Annual Maintenance Inspection of Portable Fire Extinguishers	March 7, 2016
IFB PMB-2016-06	Furnish Security Services at Various Public Housing Properties on the Island of Oahu	March 8, 2016
15-CMS0Q006	Reasonable Accommodation at Ke Kumu Elua, Unit 14B, HPHA Job No. 15-013-227	March 11, 2016
IFB CMB-2015-12	Drainage & Site Improvements at Nanakuli Homes, HPHA Job No. 12-028-135	March 31, 2016

B. Contract(s) Executed in February 2016:

Contract No.	Contractor & Description	Amount
CMS 16-02	**RMA Architects, Inc.** Provide Design and Consultant Services for Modernization of Palolo Valley Homes (AMP 50), Phase 3 on the Island of Oahu End Date: 840 Calendar Days from Notice to Proceed	Total Amount: $609,466.45

B. Contract(s) Executed in February 2016 (cont.):

Contract No.	Contractor & Description	Amount
CMS 15-20-SC01	**National Fire Protection Company, Inc.** No-Cost Extension of Time of 60 Calendar Days for Improvements to Fire Prevention Systems at Hale Poai, Kamalu and Hoolulu (MU 42) on the Island of Oahu Completion Date: April 1, 2016	Suppl Amount: n/a Total Amount: $134,947.36
CMS 15-02-CO01	**Artistic Builders Corp.** Provide Additional Labor, Material, and Equipment and Extension of Time of 75 Calendar Days for Site and Dwelling Improvements at David Malo Circle (AMP 39) on the Island of Maui End Date: January 9, 2017	Suppl Amount: $114,872.22 Total Amount: $3,104,484.84
CMS 14-29-CO03	**Shioi Construction, Inc. dba Creative Partition Systems** Provide Additional Labor, Material, and Equipment and Extension of Time of 255 Calendar Days for Modernization of Kaahumanu Homes (AMP 33) on the Island of Oahu End Date: January 2, 2017	Suppl Amount: $18,124.00 Total Amount: $5,165,611.00
CMS 14-14-SC04	**Constructors Hawaii, Inc.** Provide Additional Labor, Material, and Equipment and Extension of Time of 365 Calendar Days Physical Improvements to Lanakila Homes (AMP 37), Demolition of Phase IIIb & IV on the Island of Hawaii End Date: August 20, 2016	Suppl Amount: $25,101.00 Total Amount: $2,124,103.00
CMS 13-17-SC01	**GYA Architects, Inc.** No-Cost Extension of Time of 635 Calendar Days and Amend the Special Conditions for Site and Dwelling Improvements at Kalihi Valley Homes (AMP 31), Phase 4B on the Island of Oahu End Date: November 4, 2017	Suppl Amount: n/a Total Amount: $2,157,548.35

C. Planned Solicitation/Contract Activities for March/April 2016

Solicitation(s):

- Issue Invitation-for-Bids for Laundry Services for AMP 38 on the Island of Kauai.
- Issue Invitation-for-Bids for New Maintenance Vehicles for the HPHA Multi-Skilled Workers Pilot Program on the Island of Oahu and AMP 37 on the Island of Hawaii.
- Issue Invitation-for-Bids for Provision of Refrigerators for State and Federal Low Income Housing Properties Statewide.
- Issue Request-for-Proposals for Property Management, Maintenance, and Resident Services for AMP 46 on the Island of Hawaii.
- Issue Request-for-Proposals for Property Management and Maintenance Services for Ke Kumu Ekahi on the Island of Hawaii.

III. Property Management and Maintenance Services

A. PMMSB has intensified its efforts to reduce the number of our vacant units and increase the numbers of families we successfully place in homes.

Total Move Ins for February:	51 units
Vacancies:	28 units
Net gain:	23 units

B. Hearings

HPHA processed 27 Eviction cases heard for the month of February 2016, 12 for rent, 15 for non-rent, criminal activities and other violations.

IV. Construction Management Branch

A. Program Activities and Major Projects

1. Kuhio Park Terrace:

The HPHA met with the City and County of Honolulu on February 4, 2016 to discuss the ownership of Linapuni and Ahonui Streets at Kuhio Park Terrace. A lawsuit settlement required the State to install 3 raised crosswalks across Linapuni Street and repair some sidewalks to ensure an accessible pathway. Since the installation

of the guard shacks and gates, the City has not maintained the roadways, under a non-documented agreement between the State and the City to quitclaim the roads to the HCDCH. The quitclaim was never filed, and there is no written record of the HCDCH or the HPHA ever accepting the roadways. Now fulfilling the task to install the crosswalks, the HPHA is seeking approval from the City for the crosswalks.

2. Kalihi Valley Homes:

   Through routine inspection another boulder has been sighted in the hillside above Kalihi Valley Homes that may have the potential of coming down onto the public housing below. HPHA has contacted the Board of Water Supply, BWS, the property owner of the hillside, to investigate and remove the boulder and any other precarious boulders encountered in their investigation. BWS has retained a consultant to investigate.

B. State Capital Improvement Projects (CIP) & Federal Capital Fund Program (CFP)

1. The next Federal obligation deadline is May 12, 2016 for the 2014 Capital Fund Program (CFP 724). HUD requires 90% obligation by the deadline HPHA's goal is to be at 92% obligation by the obligation deadline. HPHA is currently at 27% obligation.

2. The next Federal expenditure deadline is April 17, 2016 for the 2011 and 2012 Capital Fund Program (CFP 721 and CFP 722). Currently HPHA is at 98% expenditure.

3. Economic Development Initiative (EDI) Grants Expenditure Deadline is September 30, 2016 for Lanakila and Kalihi Valley Homes; and September 30 2017 for Kahale Mua and Pahala:

4. Replacement Housing Factor grant funds: There are varying federal deadlines for obligation and expenditure of these grants. The funds are budgeted for the Lanakila demolition. HPHA has already expended most of the funds and is on track with all obligation and expenditure deadlines.

5. The next State encumbrance deadline is June 30, 2016 for the State BY2013-2015 CIP. HPHA currently is at 93% encumbrance.

V. Section 8 Subsidy Programs

HPHA manages the Housing Choice Voucher Program, Project Based Voucher Program, Veteran's Affairs Supportive Housing, Non-Elderly Disabled Vouchers, Performance Based Contract Administration, and State Rent Supplement Program.

1. Voucher activity for February 2016:
   - In efforts to increase the voucher lease up count, HPHA expended a total of $2,302,387 (107.6% of eligible HUD funds received) in housing assistance payments to private landlords on behalf of 2,222 voucher holders in February 2016. Two families who received a Housing Choice Voucher (HCV) from the waitlist found rental units and moved into the unit.

   - HPHA expended $35,794 on behalf of 171 families served under the rent supplement program statewide.

   - As of February 2016, 387 veterans were assisted with Veterans Administration Supportive Housing Vouchers (VASH). Monetary assistance was $303,342. Nine veterans who were searching for a home found a rental unit and leased up. Five veterans received VASH vouchers and are currently in housing search.

2. Voucher lease up activity for February 2016:

	February 2016		
Voucher Type	# leased	# of vacancies	# in housing search
Housing Choice Vouchers	2		82
VASH	9		48
Kuhio Park Towers	0	0	1
Palolo Homes Project Based Section 8	0	0	4
Port In (from other PHA)	0		7

3. Inspections update:

	February 2016
Housing Quality Standards (HQS) Inspections	246
HQS Failed Inspections	120
Quality Control Inspections	39