STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of August 31, 2016, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1002 North School Street, Honolulu, Hawaii 96817
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship. or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

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

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

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

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

E. Pursuant to Section 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)
or both, in the following amounts: State $ _____
Federal $ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number PMB-2016-30 ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS ($ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

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

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

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

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of NA DOLLARS ($ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

_____
(Signature)

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

_____
(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

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

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

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

On this _____ day of _____, _____ before me appeared _____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are _____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

_____
(Signature)

_____
(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon Competitive Sealed Proposals

(Notary Stamp or Seal)

_____

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

_____

Date _____

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTIES: **Asset Management Project 44**
Waimaha-Sunflower (1057) 85-186 McArthur St., Waianae, HI 96792
Kau'iokalani (1091) 85-658 Farrington Hwy., Waianae, HI 96792
Maili I (1033) Maliona St., Waianae, HI 96792
Maili II (1108) Keliikipi St., Waianae, HI 96792
Nanakuli Homes (1035) Lualei Pl. & Farrington Hwy., Waianae, HI 96792

SERVICES: Property Management, Maintenance and Resident Services
RFP No. PMB-2016-30

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for property management, maintenance and resident services for Federal low-income public housing properties under Asset Management 44 (AMP 44) on the Island of Oahu: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts , Form HUD-5370-C; (4) Request for Proposals (RFP) number PMB-2016-30 and all addenda; (5) CONTRACTOR's accepted proposal dated _____, clarifications dated _____, and best and final offer dated _____. These documents are collectively referred to as the "Contract Documents".

2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of the Contract Documents, provide property management, maintenance and resident services provide at the Federal low-income public housing properties located on the Island of Oahu as listed above.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide property management, maintenance and resident services as described in the RFP PMB-2016-30 and in the CONTRACTOR's accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR'S accepted proposal and this Contract, the Contract shall prevail.

4. **Work Plan: Miscellaneous Employee Time**

   It is understood and agreed that the CONTRACTOR's work plan includes "miscellaneous employee time", which is defined as vacation, holiday and sick leave. The CONTRACTOR and its employees shall not be allowed to accrue vacation or sick leave beyond the term of the Contract. All unused vacation and sick leave must be forfeited at the end of the Contract period and each Contract period thereafter or at the end of each State Fiscal Year ending June 30th. The CONTRACTOR shall not convert vacation and/or sick leave credits to cash at the expense of the HPHA.

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5. **Management Requirements**

The HPHA's overall objectives in transferring the management responsibilities for AMP 44 to a private management firm shall include, without limitation, the following:

A. Maintain the overall physical appearance and condition of AMP 44 properties, as well as the maintenance and upkeep of individual units.

B. Provide a secure living environment, enforcing rules, local ordinances and the HPHA policies to reduce or eliminate the number of incidents of crime, vandalism, rule violation and nuisance behavior.

C. Maintain good communication between tenants and management personnel.

D. Encourage tenant participation and involvement in AMP 44 activities.

E. Support tenant pride through improved maintenance by management agent, and quick and responsible response to tenant maintenance and emergency maintenance calls.

F. Maintain the rent collection rate at 98 percent (98%) or higher for each AMP 44 property; limit rent delinquencies to two percent (2%) or lower for each AMP 44 property.

G. Limit vacated tenant account receivables (TARS), to not greater than 15 percent (15%) of the outstanding balance each month.

H. Maintain an occupancy level at 98 percent (98%) or better for each AMP 44 property inclusive of HUD-approved modernization units with eligible unit months (EUM) counting towards occupancy.

I. Rehabilitate and clean vacated units to a marketable condition so that the unit is **ready for occupancy and leased** within seven (7) business days from the date the tenant vacated. Vacated units referred and approved by the HPHA that require substantial renovation/construction shall be exempt from the seven (7) business day turnaround requirement.

J. Complete annual income re-examinations of tenant eligibility and rent determination 60 days prior to the last annual examination date. The supervisor shall review 10 percent (10%) of all annual tenant income re-examinations and submit a monthly log of all files reviewed to the HPHA.

K. Achieve and maintain a minimum score of 90 points under the Real Estate Assessment Center (REAC) physical inspection component for all federal properties unless there are circumstances beyond the control of the Contractor and is acceptable to the HPHA.

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L. Achieve a good community image and encourage community involvement in support of AMP 44.

M. Implement and comply with the HPHA Language Access Policy and Plan, which provides for language assistance to limited English proficient program participants.

N. Provide services in compliance with Title VI of the Civil Rights Act, Executive Order 13166, August 11, 2000, and chapter 321C, Hawaii Revised Statutes (HRS), which prohibit the denial of benefits and discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance, or retaliation, and requires recipients of federal funds to take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficiency (LEP) persons. This requires the CONTRACTOR to have a Title VI and Language Access Policy and Plan. The HPHA may at any time request to review the policy and plan documents.

O. Abide by the requirements as specified herein, comply with all instructions relating to the management, rental and maintenance of AMP 44 that may be issued from time to time by the HPHA and adhere to all operating policies that have been or may be adopted and promulgated by the HPHA.

With respect to new instructions and policies, the CONTRACTOR will generally have the opportunity to submit recommendations to the HPHA prior to their issuance or adoption or to recommend subsequent changes as appropriate.

6. **Public Housing Assessment System**

The Public Housing Assessment System (PHAS) is a reporting system designed by HUD to institute a system of accountability and used to monitor and evaluate operations of Housing Authorities nationwide. While the current PHAS reporting system is an entity-wide assessment system, HUD has proposed a revision to the PHAS to a property-specific focus. The PHAS will continue to define acceptable public housing management standards for key areas of public housing management. The CONTRACTOR shall achieve an acceptable rating under the PHAS by maintaining the AMP 44 in the following areas:

1) General Appearance and Security;
2) Follow-up and Monitoring of Project Inspections;
3) Maintenance and Modernization;
4) Financial Management;
5) Leasing and Occupancy;
6) Tenant/Management Relations; and
7) General Management Practices.

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The PHAS standards for which the CONTRACTOR shall be accountable and will report to the HPHA on a monthly basis including, without limitation, the following:

1) Vacancy Rate;
2) Unit Turnaround Time;
3) Work Order Performance;
4) Unit, Systems and Common Area Inspections and Conditions; and
5) Tenant Accounts Receivables.

It is strongly recommended that the CONTRACTOR refer to the HUD website to become familiar with the proposed PHAS requirements detailed at the Federal Register 24 CFR Part 902.

7. Administrative Requirements & Minimum Qualifications

A. Management Representative

1) The CONTRACTOR shall designate a contact person who will be responsible for oversight of AMP 44 and ensure Contract performance. The contact person shall respond to the HPHA's inquiries, complaints, and concerns within 24 hours, unless otherwise instructed by the HPHA.

2) The HPHA Contract Administrator will send a monthly monitoring report to the CONTRACTOR's management representative. The monthly monitoring report will document discrepancies or Contract violations, which require correction. These discrepancies or Contract violations must be corrected by the time periods provided.

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

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

B. Personnel

1) All personnel shall be considered employees of the CONTRACTOR.

2) The CONTRACTOR shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management/maintenance personnel are available at http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/.

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3) All staff training, including, without limitation, training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, shall be the responsibility of the CONTRACTOR. However, should any specific or extraordinary training be required of the CONTRACTOR, the HPHA may require attendance at no cost to the CONTRACTOR.

4) The CONTRACTOR shall participate in annual Fair Housing training, which may be offered by the HPHA or an outside agency. It is the responsibility of the CONTRACTOR to secure training for its staff including, without limitation, the AMP Manager, Public Housing Specialist(s), Maintenance Supervisor and other site staff at a minimum of every two (2) years.

5) The CONTRACTOR shall be responsible for training its own employees on both state and federal laws regarding language access prior to the issuance of the Notice to Proceed. The CONTRACTOR shall provide acceptable documentation as evidence that staff has completed the training, such as a sign-in sheet.

6) All staff travel to attend meetings where the HPHA requires attendance shall be at no cost to the CONTRACTOR. The HPHA shall reimburse the CONTRACTOR for coach class airfare, ground transportation, and per diem at the allowable State/Federal rates.

7) The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property. Supervision and performance evaluation shall be the responsibility of the CONTRACTOR. The HPHA shall be provided with access to employee performance evaluations, upon request, for the purposes of monitoring.

8) The CONTRACTOR <u>with the concurrence of the HPHA</u> shall hire a responsible employee as the AMP 44 Manager who will be available during normal State of Hawaii operating hours, Monday thru Friday from 7:45 a.m. to 4:30 p.m., **except for holidays observed by the Hawaii State government**. The AMP 44 Manager act as a point of contact for residents and the HPHA. At a minimum, the AMP 44 Manager shall also respond to tenant concerns, supervise staff, enforce house rules, inspect the housing units and encourage tenant organization and participation.

9) The AMP Manager shall be a certified in the following with certifications dated within five (5) years of Contract start date:

   a) Certified Specialist Public Housing Manager (CS-PHM) or Accredited Residential Manager (ARM) or Certified Apartment Manager (CAM),

   b) Public Housing Certified Occupancy Specialist, and

   c) Public Housing Rent Calculation.

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

10) The AMP Manager and Working Foreman or equivalent shall be trained on the Uniform Physical Condition Standards (UPCS) requirements dated within five (5) years of the Contract start date. Alternatively, the AMP Manager and Working Foreman or equivalent shall complete the UPCS training or re-training within six (6) months from the Contract start date, unless there are circumstances beyond the CONTRACTOR's control, which are acceptable to HPHA.

11) The CONTRACTOR shall employ or subcontract at a minimum a Carpenter, a licensed Plumber, and a licensed Electrician at entry level to repair and improve properties under AMP 44. The CONTRACTOR shall provide evidence of valid license for the plumber and electrician or subcontractor licenses to the HPHA.

12) The CONTRACTOR shall provide the HPHA with an email address for the AMP 44 Manager.

13) The CONTRACTOR shall provide the HPHA with an after-hour contact phone number for the AMP Manager and Working Foreman or equivalent.

14) The CONTRACTOR shall not institute additional or alternative paid holidays, including without limitation, the closure of business days at the expense of the HPHA and /or without express written consent by the HPHA.

15) The CONTRACTOR shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant residents of AMP 44. The CONTRACTOR's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA by either policy, rules or letter.

16) During the performance of this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment. The CONTRACTOR will take affirmative action to ensure equal treatment of its employees. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall insert similar provisions in all subcontracts.

17) The CONTRACTOR agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA and in its discretion: The CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

18) The CONTRACTOR shall conduct a nationwide criminal background check on all personnel employed at AMP 44 and be made available upon request by the HPHA.

19) During the term of this Contract, the CONTRACTOR agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under this Contract.

20) During the term of this Contract, the CONTRACTOR shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.

21) The CONTRACTOR shall not employ an employee under this Contract who is a registered sex offender in any State, Indian Country or U.S. territory. At any time during the Contract term if it is discovered by the HPHA or by the CONTRACTOR that an employee of AMP 44 is a registered sex offender, the CONTRACTOR shall immediately dismiss this person from employment at AMP 44.

22) The CONTRACTOR shall provide the HPHA photo release authorization for use of staff photos in HPHA publication(s) and/or the HPHA website.

C. Administrative Policies

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

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

The CONTRACTOR shall provide written documentation not later than 15 days after the notice to proceed that all staff are informed of its requirements and agree to comply with said policies. The CONTRACTOR shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

D. Reporting Requirements

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

1) Weekly Vacant Unit Report;
2) Monthly Supervisor's File Review Log;
3) Monthly Income Discrepancy Report;
4) Monthly Pre-Rent Run Report;
5) Quarterly Enterprise Identification Verification Users Authorization;
6) Semi-Annual Crime Tracking Reports;
7) Monthly Community Service Status Report;
8) Monthly Annual Unit Inspection Work Order Log;
9) Monthly General Ledger Report;
10) Semi-Annual Limited English Proficiency Encounter and Cost Report;
11) Reasonable Accommodation Request Log; and
12) Delinquency Account Report.

The HPHA may request additional reports including, without limitation:

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

8. Property Management Services

A. Rules and Regulations

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

1) Assist in the revision of the HPHA Federal Public Housing Rental Agreement upon request by the HPHA. The CONTRACTOR shall be responsible to ensure appropriate communication with tenants and the tenant association on proposed changes to the Rental Agreement.

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2) Post notices of all rules and regulations pertaining to AMP 44 and enforce them. The CONTRACTOR shall ensure that rules and regulations are provided to tenants with language barriers upon request.

3) Assist the HPHA to conduct public meetings or hearings approximately twice a year, including without limitation, issuing/ coordinating notices, securing meeting facilities, serving as hearing official, recording meeting minutes, providing recommendations and other related duties.

4) Follow-up on delinquent rent and other tenant charges in compliance with the HPHA rules and procedures.

5) Manage, maintain, administer and coordinate, the use of community rooms, spaces and all common yard areas, including the community playground. Subject to the HPHA approval, the CONTRACTOR will be permitted to use the property's community activity facilities and other non-dwelling space for their intended purposes in accordance with State policies and regulation. The use of such space shall only be for the term of the Contract. No permit, lease or written agreement covering use of such space shall exceed the term of the Contract.

   The CONTRACTOR shall be responsible for the loss or theft of any property within the non-dwelling space in the property area. The CONTRACTOR shall review periodically and keep current a listing of agencies and organizations using the HPHA space. The listing should include space assigned, name and purpose of organization and programs carried out at the property. The listing shall be made available to the HPHA upon request.

6) Obtain prior written approval from the HPHA and HUD to use dwelling units for non-dwelling purposes. The following are examples of allowable uses:

   a) Use by a duly elected tenant association/council for office space and/or meeting facility.

   b) Occupancy by a police officer to increase on-site security.

   c) Use to promote economic self-sufficiency and anti-drug activities.

7) Implement and comply with the HPHA Reasonable Accommodation Policy and Procedures to accommodate tenants with disabilities.

8) Implement and comply with the HPHA Language Access Policy and Plan which provides for language assistance to limited English proficiency program participants.

9) Implement and comply with the HPHA Pet Ownership Policy, which allows for pets in Federal Public Housing Properties, subject to certain terms and conditions.

10) Implement HUD's Community Service Requirement in compliance with HUD and the HPHA rules, including tracking and reporting of tenant compliance. The CONTRACTOR shall also at a minimum:

a) Inform all adult household members of their obligations under the community service requirement and verify their required participation or exemption;

b) Provide referrals to community organizations that afford tenants with opportunities to satisfy community service requirements;

c) Monitor tenant compliance monthly and provide required reports; and

d) Take appropriate action for non-compliance.

11) Implement all program changes as established in the Public Housing Agency Five-Year and Annual (PHA) Plan, the Admissions and Continued Occupancy Policy (ACOP), the Hawaii Administrative Rules (HAR), and/or HUD mandates. Those changes, which are not known at this time, shall be incorporated by reference as though set forth at length herein.

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

B. Application, Selection and Placement

1) The HPHA will retain responsibility for assigning initial housing occupants to all housing units, including:

a) Maintaining a written wait list; and

b) Establishing a process with the AMP Manager for effective communication to minimize unit vacancy in accordance with applicable laws, rules or policies.

2) The CONTRACTOR shall be responsible for the following minimum tasks:

a) Determine the eligibility of household members, in accordance with all tenant selection policies instituted by the HPHA and in compliance with all applicable Federal Rules and Regulations. The CONTRACTOR shall certify compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as the HPHA's agent of Federal Low Income Public Asset Management Project Units as deemed appropriate by the HPHA.

b) Notify applicants when units are to become available.

c) Conduct a walk-through unit inspection with new tenants within 48 hours of vacancy. The CONTRACTOR shall also orient tenants on use, care and maintenance of dwelling unit, appliances, and other assigned areas.

d) Orient new tenants to rules and regulations, financial responsibilities, facilities, community amenities and resident services available.

e) Maintain a tenant file with pertinent information on eligibility, family composition, including a list of family members residing in each unit, and other required information as instructed by the HPHA.

f) Evaluate tenant requests for transfer to other Asset Management Projects, and where necessary prepare request to the HPHA.

g) Turn over keys when a tenant occupies and vacates a unit and also maintain the key registry. The AMP Manager must be bonded for the handling of residents' keys and for entering units when residents are not present.

C. Vacates and Move Outs

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

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

2) Conduct a final unit assessment and acknowledge any deficiencies that may require correction, follow proper work order procedures, and address deficiencies within three (3) business days. Referrals of uninhabitable units for repair/ renovation are to be handled by the HPHA Construction Management Branch (CMB). Referrals shall be completed within two (2) business days of vacancy. All requests to the CMB shall be in writing and submitted through the Contract Administrator.

3) Communicate effectively with the HPHA Application Services Unit to minimize unit vacancy. Applicants shall be processed for placement in a timely manner in order to achieve vacancies at a level of not higher than two percent (2%) for each property. Individual units shall be re-rented within seven (7) business days from the date of the previous tenant vacating the unit.

4) Ensure the proper documentation is completed and filed, and a vacant unit is filled within the required time frames.

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

D. Annual Income Re-examination

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

1) Re-examinations of tenant eligibility and rent determination shall be completed in accordance with the HPHA policies and procedures on prescribed forms.

2) Re-examinations shall be conducted, supervised, reviewed, and/or approved by staff certified in occupancy and rent calculation. Certification in occupancy and rent calculation must be by an independent third (3rd) party and approved by the HPHA.

3) Upon completion of the tenant re-examination, the CONTRACTOR shall adjust tenant rent in accordance with the Federal Low Income Public Housing program policies and procedures.

4) Evaluate eligibility status and update income and rent on each tenant's record on re-examination dates as established. The CONTRACTOR shall also advise the tenant of any changes in eligibility status resulting from re-examination and give notification of changes in rent or serve notification to vacate due to an ineligibility finding.

5) Submit and record appropriate adjustments in rent charges when tenant reports changes of family income and/or composition.

E. Tenant Defaults, Rental Agreement Terminations and Evictions

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

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

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

2) Conduct timely requested Grievance Hearings only for federal public housing properties.

3) Process eviction complaints to the HPHA Hearings Office for federal public housing properties.

4) Process eviction referrals to the Department of the Attorney General for State public housing properties.

5) Be available as a witness at scheduled proceedings.

6) Comply with all other requirements for Rental Agreement terminations and evictions that are or may hereafter be required by law and the State rules and regulations.

7) Cooperate with local law enforcement to address crime and safety issues in and around the AMP 44 federal public housing properties.

F. Maintenance

The CONTRACTOR shall maintain and repair the properties in a condition acceptable to the HPHA and in accordance with local and State laws, codes, and regulations and in accordance with the budget and Maintenance Plan. Such maintenance and repair shall include without limitation: routine and emergency/urgent repairs, renovating vacant units and preventive maintenance services for the units and its equipment, grounds maintenance for the common areas and common facilities. Routine and emergency/urgent repairs shall include, without limitation plumbing, electrical, and carpentry. Common areas and facilities shall mean and include, without limitation, parking lots, sidewalks. Maintenance activities will follow the HPHA maintenance policies and procedures.

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

STATE OF HAWAII

SCOPE OF SERVICES

1) Ensure that maintenance staff is qualified and capable of providing minor repair and preventive maintenance for AMP 44. Ensure that maintenance staff is qualified and properly trained to provide such maintenance and repair services.

2) Ensure that maintenance staff is capable and properly trained in the HPHA work order system, including procedures for opening and closing of work orders, prioritization and timely response.

3) Maintain and repair units on a timely basis. The HPHA reserves the right to inspect and closely monitor the CONTRACTOR's activities and efforts to maintain and repair units.

4) Respond to requests for services as follows:

   a) Routine maintenance services within two (2) business days from the date of such request; and/or

   b) Emergency/urgent maintenance services shall occur not later than four (4) hours from the time of such request and abated or resolved within 24 hours. Such emergency/urgent maintenance services shall be provided seven (7) days a week, 24 hours each day.

5) Maintain the grounds and all common areas of AMP 44 including without limitation entries, thoroughfares and lobbies in a clean and presentable condition at all times. The CONTRACTOR shall make certain all parking area surfaces are maintained in good condition, free from need of repair and free from derelict and/or abandoned vehicles.

6) Rehabilitate and clean vacated units to a marketable condition so that the unit is **ready for occupancy and leased** within seven (7) business days from the date the tenant vacated. Vacated units referred and approved by the HPHA that require substantial renovation/ construction shall be exempt for the seven (7) business day turnaround requirement.

7) Refer units that are considered uninhabitable and require substantial renovations/construction to the HPHA within two (2) business days of the final unit assessment/inspection. All referrals to the HPHA shall be submitted through the Contract Administrator.

8) Conduct an annual inspection of every unit, major and regulated systems, and all accessible/inspectable exterior and common areas of each federal property to ascertain the physical condition of each in accordance with the Uniform Physical Condition Standards (UPCS) and HUD regulations 24 CPR Part 902.20.

STATE OF HAWAII

SCOPE OF SERVICES

9) Designate the AMP Manager and/or the CONTRACTOR's principal-in-charge to participate in the annual REAC physical inspection for the entire inspection process.

10) Charge tenants for unit maintenance work in accordance with the Rental Agreement when work is required to repair damage to such unit, except for ordinary wear and tear. The charges shall be consistent with HPHA policies.

11) Purchase services, supplies, materials and equipment as authorized and in accordance with the approved budget. All equipment purchased shall be delivered to the HPHA Central Storeroom Warehouse and will be re-delivered to the AMP, unless specified by the HPHA. All such equipment shall be considered property of the HPHA and must be purchased and recorded as inventory in compliance with State rules.

12) Obtain prior written approval from the HPHA for maintenance expenditures over and above those authorized in the budget and maintenance plan.

13) Store and safeguard necessary supplies at AMP 44, maintain a perpetual written inventory; store and maintain equipment at AMP 44. Such supplies, inventory and equipment shall be available for the HPHA inspection upon request.

14) Conduct extraordinary maintenance as scheduled or as approved by the HPHA.

15) Implement a preventive maintenance program, perform preventive maintenance services in each unit at least once a year and perform maintenance checks and corrections in any unit entered during a tenant requested maintenance repair. Submit schedule of the preventive maintenance program to the HPHA.

16) Make all additions, betterments, and replacements as requested and approved by the HPHA on a cost-reimbursable basis. The HPHA shall make reasonable efforts to provide plans for substantial additions, and/or replacements to the CONTRACTOR.

17) Prepare and submit monthly reports on selected maintenance operations.

18) Provide pest control services as needed.

19) Provide tree trimming services as needed.

20) Provide refuse collection and bulky item disposal services. All refuse areas, enclosures and receptacles shall be kept in a clean condition and in accordance with local, State, and Federal fire, safety and health codes.

STATE OF HAWAII

SCOPE OF SERVICES

G. Accounting and Fiscal Services

The CONTRACTOR shall perform the following minimum services:

1) Develop an operating budget for each fiscal year (July through June) of this Contract subject to the HPHA approval not later than March of the preceding fiscal year or as determined by the HPHA, using a format as specified by the HPHA. The CONTRACTOR's operations shall conform to the approved operating budget during the term of the Contract. Offerors shall budget for HPHA mandated trainings, meetings and related expenditures.

2) Record all tenant accounting transactions and input data pertaining to tenant rents, excess charges, and maintenance charges to the HPHA's computer system. All tenants shall be billed once per month by the HPHA.

3) Maintain tenant ledgers with records of all accounting transactions, including security deposits and a running balance on each account.

4) Make appropriate charges for damage to any unit by inspecting such unit with the tenant prior to vacating and submit such charges to be deducted from the security deposit or to be billed to the tenant along with the request to the HPHA for security deposit refund so a net refund amount can be issued within 14 days of the rental agreement termination date.

5) Make appropriate purchases for goods and services for the express and specific use for AMP 44 within the approved AMP 44 budget following its procurement rules and regulations to promote competition and transparency. The CONTRACTOR shall be held responsible for all purchases of goods and services above and beyond the approved AMP 44 budget without prior approval of the HPHA.

6) Coordinate the subcontracting of the HPHA approved services for AMP 44 following the HPHA and State procurement policies and any applicable State or Federal procurement rules and regulations.

7) Process all purchase orders for approval prior to ordering goods/services, except in the case of an emergency where verbal approval may be obtained. Failure to obtain prior approval on regular/routine purchases shall be considered a serious violation of procurement policy. In the cases where an after-the-fact purchase is not approved, the HPHA reserves the right to deduct an amount equal to the amount of the purchase from the CONTRACTOR's management fee as identified in Exhibit A of the Compensation and Payment Schedule.

8) The CONTRACTOR shall ensure all payments for goods/services received are issued within 30 days of receipt of invoice. The HPHA shall deduct the interest paid to the vendor in accordance with section103-10, HRS, from the CONTRACTOR's management fee if payment is issued in excess of 30 days from the invoice receipt date. This shall not apply in the event that the delay in payment is due to circumstances beyond the control of the CONTRACTOR and acceptable to the HPHA. The CONTRACTOR shall comply with section 103-10.5, HRS.

9) Make all payments of salaries, wages, benefit contribution, and payroll taxes for all AMP 44 staff and maintain all payroll records. The CONTRACTOR shall submit a written request for reimbursement of such items to the HPHA for approval within 30 days after each payroll period.

10) Make all payments for subcontracted services. The CONTRACTOR shall submit a written request for reimbursement of subcontracted services to the HPHA for approval within 30 days of payment issuance date.

11) Submit a monthly invoice for management fees to the HPHA within 30 days of delivery of service.

12) Submit monthly mileage reimbursement claim(s) due from the HPHA for the use of privately owned vehicle for AMP 44 business conduct to the HPHA by the 15th of the following month. The AMP 44 staff shall forfeit the mileage reimbursement claim against the HPHA if the mileage reimbursement claim is not submitted by the 15th of the following month unless if the delay is due to circumstances beyond the control of the CONTRACTOR and acceptable to the HPHA.

13) Respond to findings of any independent HUD or the HPHA audit of AMP 44 by submitting a corrective action plan and implementing the plan.

14) Provide additional data requested by the HPHA utilizing current staff and personnel power. Special studies or surveys requiring pertinent expertise requested by the HPHA shall not be deemed additional data.

15) Make all financial records concerning AMP 44 available to the HPHA during normal business hours.

H. Office Space, Equipment, and Supplies

The CONTRACTOR shall be permitted to use any designated administrative office space, maintenance facility, and/or other equipment assigned for the expressed and specific use at the properties under AMP 44. All personal property belonging to the HPHA and located at AMP 44 shall be under the custody and control of the CONTRACTOR at all times. The CONTRACTOR shall accept full responsibility for all equipment, except for normal wear

and tear. The CONTRACTOR shall be fully responsible for stolen equipment or items when it is due to the CONTRACTOR's negligence, such as the failure to properly store and secure the HPHA properties. The HPHA reserves the right to deduct from the five percent (5%) management fee retainage for loss or damaged equipment or property.

The CONTRACTOR shall not close the AMP 44 administrative office and maintenance facility during normal business hours without prior written approval issued by the HPHA.

The CONTRACTOR will perform the following minimum services:

1) Conduct an opening and closing inventory of equipment and supplies with the Contract Administrator upon the start and end date of the Contract.

2) Conduct an annual physical inventory of all equipment, materials and supplies located at AMP 44. Upon 24 hours advance notice, the HPHA may conduct an inventory audit at AMP 44.

3) Replace any consumable supplies in the current inventory of AMP 44. The CONTRACTOR may forego the replenishment of supplies that are inventoried in excess of the reasonable needs of the AMP 44 operating budget as developed by the CONTRACTOR and as approved by the HPHA.

4) Purchase supplies, materials, and equipment for the expressed and specific use at AMP 44. Equipment purchases require prior written approval by the HPHA, shall be considered property of the HPHA and shall follow applicable State and HPHA fixed asset rules and regulations.

5) Comply with all State and Federal laws, regulations, rules, and policies regarding the procurement of goods, services and construction.

6) Ensure that all materials and supplies are properly entered into the materials inventory database and documented on work orders when used/pulled from inventory.

7) Use the CONTRACTOR's company letterhead for all correspondences with the HPHA.

I. Tenant Relations

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

1) Respond to all tenant requests involving concerns about the conditions or quality of life at AMP 44 in compliance with the HPHA complaint procedures such as grievance hearings and resolve all significant or recurring problems.

2) Work closely with and guide the tenant association toward tenant community involvement and participation in property activities.

3) Institute and maintain informative tenant communications to advice tenants of any changes in policies, rules, regulations, or pertinent and necessary instructional bulletins such as storm, fire, or hazard regarding the complexes.

4) Coordinate the use of community rooms with the AMP 44 tenant association.

J. Supportive Services

The CONTRACTOR shall coordinate the following minimum services:

1) Advise residents of community services and programs available within the community to meet their needs.

2) Provide tenant orientation(s) on available community services and programs to ease their transition into government assisted housing.

3) Work with community agencies, organizations and tenant groups to promote and encourage improvement of supportive services for tenants.

4) Provide guidance and/or referral services to appropriate agencies to assist tenants who are experiencing problems in money management, mental health, marital discord, abuse of a family household member, poor housekeeping, and other social problems.

5) Establish an anonymous tenant suggestion box system.

6) Encourage a cohesive community within the tenant population of AMP 44.

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

STATE OF HAWAII

SCOPE OF SERVICES

K. Coordination of Renovation, Construction, and Relocation

1) Planned Renovation / Construction / Major Repair Schedule:

Property	Description	Est Start of Construction
Waimaha-Sunflower	None	Not Applicable
Kau'iokalani	Exterior and Interior Repairs, Site Improvements	Fall 2016
Maili I	None	Not Applicable
Maili II	Drainage and Site Improvements	Fall 2016
Nanakuli Homes	Drainage and Site Improvements	Fall 2016

2) Relocation

In the event that a property undergoes major renovation/ modernization that involves the temporary relocation of tenants, the CONTRACTOR shall be responsible to assist with the following minimum services:

a) Locate suitable temporary housing such as other public housing sites or private owned housing available on the open residential rental market with maximum rents not to exceed current Section 8 Fair Market Rent (FMR).

b) Execute a Certificate of Right to Return, which certifies a tenant's right to return upon completion of the modernization construction.

c) Process reimbursable costs to the tenant for all reasonable out-of-pocket expenses incurred, including the cost of moving to and from the temporary housing and incidental expenses to the HPHA.

d) Upon completion of modernization construction, conduct walk-through unit inspection and turn over keys with tenant prior to move in.

In the event that units are to undergo renovation and the entire property is vacated, the CONTRACTOR's management fee shall be forfeited during that time period. The HPHA will notify the CONTRACTOR of its ability to resume earning of the management fee on the renovated units upon completion of the modernization construction.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTIES: **Asset Management Project 44**
Waimaha-Sunflower (1057) 85-186 McArthur St., Waianae, HI 96792
Kau'iokalani (1091) 85-658 Farrington Hwy., Waianae, HI 96792
Maili I (1033) Maliona St., Waianae, HI 96792
Maili II (1108) Keliikipi St., Waianae, HI 96792
Nanakuli Homes (1035) Lualei Pl. & Farrington Hwy., Waianae, HI 96792

SERVICES: Property Management, Maintenance and Resident Services
RFP No. PMB-2016-30

1. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the CONTRACTOR's completion of all contractual obligations, the STATE agrees to pay the CONTRACTOR, for services satisfactorily performed under this Contract, a sum of money not to exceed _____ **and xx/100 Dollars ($_____)** for the initial Contract period.

   See attached and incorporated Exhibit A.

2. Federal funds shall be subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 10-month period, ending June 30, 2017, 12:00 p.m. Hawaii Standard Time (HST), the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. The CONTRACTOR shall be reimbursed on a cost reimbursement pricing structure according to the approved budget. Said compensation consists of (i) Management Fee and (ii) Reimbursement for Expenses including administrative salaries; administrative medical benefits; administrative payroll taxes; maintenance salaries; maintenance medical benefits; maintenance payroll taxes; and other reimbursable expenses including insurance; payroll processing fees, tree trimming, pest control, refuse collection and bulky item disposal services. Reimbursements are set forth on the attached Price Proposal dated _____, attached and incorporated as Exhibit A.

4. The CONTRACTOR's monthly management fee shall be calculated on an earned fee basis for property management, maintenance and resident services satisfactorily performed per month at not greater than _____ **and xx/100 dollars ($_____)** per occupied unit per month for the Contract period. The maximum management fee shall not be greater than _____ **and xx/100 dollars ($_____)** per month and _____ **and xx/100 dollars ($_____)** for the Contract period.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Occupied units shall be defined as follows:

a. Units occupied for the entire reporting month;
b. Units partially occupied for the reporting month;
c. Vacant units slated by the STATE for modernization and approved by HUD;
d. Vacant units referred by the CONTRACTOR to the STATE for repair and approve by HUD; and
e. Vacant units approved by HUD for special purposes.

5. The CONTRACTOR's management fee shall also be determined and allocated by the completion of six (6) components of the CONTRACTOR's management work plan. The percentage allocation shall be used for the purpose of determining the CONTRACTOR's management fee earned each month. In the event that the CONTRACTOR fails to comply with any of the six (6) components of the CONTRACTOR's management work plan, the respective portion of the management fee will not be earned as follows:

Management Plan Component	Percentage Allocation
1) Administrative Requirements	10%
2) Re-Examinations, Rent Collection and Tenant Account Receivables	35%
3) Unit, Common Area and Grounds Maintenance	10%
4) Unit Turnover	25%
5) Work Order System	10%
6) Routine and Preventative Maintenance	10%

6. The STATE shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of the initial 7-month Contract period. The STATE shall retain five percent (5%) from each monthly management fee as a withholding until final settlement of each Contract extension period. Requests for payment shall be submitted at the end of each Contract period and detail the gross amount requested, the five Percent (5%) withholding amount and the net amount requested. Release of the five percent (5%) retainage shall be subject to final settlement of each applicable Contract period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.

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

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

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

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

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

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

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

e. Every four (4) weeks, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented by the next reporting period in order to earn the full management fee.

f. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate dated not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable. A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the chapter 103D, HRS, link.

9. The STATE shall consider requests for salary increases as a result of an increase to public officers and employees salaries during the Contract period or any option period. It is the sole responsibility of the CONTRACTOR to comply with section 103-55, HRS.

STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

PROPERTIES: **Asset Management Project 44**
Waimaha-Sunflower (1057) 85-186 McArthur St., Waianae, HI 96792
Kau'iokalani (1091) 85-658 Farrington Hwy., Waianae, HI 96792
Maili I (1033) Maliona St., Waianae, HI 96792
Maili II (1108) Keliikipi St., Waianae, HI 96792
Nanakuli Homes (1035) Lualei Pl. & Farrington Hwy., Waianae, HI 96792

SERVICES: Property Management, Maintenance and Resident Services
RFP No. PMB-2016-30

1. The term of this Contract for furnishing property management, maintenance and resident services at AMP 44 on the Island of Oahu shall be for a 10-month period, beginning August 31, 2016, 12:01 p.m. HST, and ending June 30, 2017, 12:00 p.m. HST.

2. No services shall be performed on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.

3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of resoliciting, at the same rates as listed in the accepted proposal unless price adjustments are made and approved as provided in the Request for Proposals (RFP) No. PMB-2016-30 or this Contract:

Initial term of Contract:	10 months starting August 31, 2016, 12:01 p.m. HST to June 30, 2017, 12:00 p.m. HST
Length of each extension:	Up to 12 months
Maximum length of Contract:	58 months

4. The initial Contract period shall commence on the Contract start date. The following conditions must be met for an extension:

   a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or

   b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 48 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract; and

   c. A Supplemental Contract must be executed prior to expiration of the current Contract period; and

STATE OF HAWAII

TIME OF PERFORMANCE

d. The STATE may be required to obtain the U.S. Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract, if federal HUD funds are to be used as a funding source; and

e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and

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

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

Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature) (Date)

Hakim Ouansafi
(Print Name)

Executive Director
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature) (Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____

PROPERTIES: **Asset Management Project 44**
Waimaha-Sunflower (1057) 85-186 McArthur St., Waianae, HI 96792
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Nanakuli Homes (1035) Lualei Pl. & Farrington Hwy., Waianae, HI 96792

SERVICES: Property Management, Maintenance and Resident Services
RFP No. PMB-2016-30

1. Insurance Requirements

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

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

a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

STATE OF HAWAII

SPECIAL CONDITIONS

b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.

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

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

e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

2. Fidelity Bond

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

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

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

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

STATE OF HAWAII

SPECIAL CONDITIONS

3. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.

4. Section 3 of the U.S. Housing Act of 1968

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

   b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 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 24 CFR part 135.

   c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall 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, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall also provide 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 shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 135. It shall take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135 as provided in an applicable provision of the subcontract or in this section 3 clause. 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 shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any 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.

STATE OF HAWAII

SPECIAL CONDITIONS

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.

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

6. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals (RFP) No. PMB-2016-30 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.

7. In the event of a conflict between the Federal General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.

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

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

   a. "STATE" and "HPHA".

   b. "Contract" and "Agreement".

   c. "CONTRACTOR" and "Successful Offeror".

10. For State Public Housing Properties, evictions are governed by chapter 521, HRS, the Residential Landlord-Tenant Code. The Grievance Procedure and administrative contested case hearings shall not apply.

11. For Federal Public Housing Properties, evictions are governed by 24 CFR section 966.4. The Grievance Procedure governed by 24 CFR section 966 and the HPHA administrative rules. Administrative contested case hearings apply.

12. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking law while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination. It shall be considered a violation of State law and subject to prosecution to the fullest extend under law.