1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to 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 that agent's authority, unless that evidence has been previously furnished to the HA.

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

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the officer 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 HAHUD 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 HAHUD.

(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 HAHUD that the late receipt was due solely to mishandling by the HAHUD 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 cancelled 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 an 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:]

form HUD-5369-B (8/93) ref. Handbook 7460.f
1. Contingent Fee Representation and Agreement

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

(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/offorer shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offorer 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/offorer represents and certifies as part of its bid/offer that:

(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/offorer 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/offorer 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/offorer, directly or indirectly, to any other bidder/offorer 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/offorer 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/offorer’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/offorer’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offorer’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)(1) through (a)(3) above.

(c) If the bidder/orferor deletes or modifies subparagraph (a)(2) 
above, the bidder/orferor must furnish with its bid/orfer 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, fi-
nancial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competi-
tive advantage;
(ii) The Contractor’s objectivity in performing the con-
tract work may be impaired; or
(iii) That the Contractor has disclosed all relevant in-
formation 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 disclo-
sure 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 procure-
ment, as described in the clause in this solicitation titled “Or-
ganizational 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:
### Year 2021 HAWAII STATE HOLIDAYS

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed in 2021</th>
<th>Official Date Designated in Statute/Constitution</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>Jan. 1, Friday</td>
<td>The first day in January</td>
</tr>
<tr>
<td>Dr. Martin Luther King, Jr.</td>
<td>Jan. 18 Monday</td>
<td>The third Monday in January</td>
</tr>
<tr>
<td>Presidents' Day</td>
<td>Feb. 15 Monday</td>
<td>The third Monday in February</td>
</tr>
<tr>
<td>Prince Jonah Kuhio Kalanianaole Day</td>
<td>Mar. 26 Friday</td>
<td>The twenty-sixth day in March</td>
</tr>
<tr>
<td>Good Friday</td>
<td>April 2 Friday</td>
<td>The Friday preceding Easter Sunday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 31 Monday</td>
<td>The last Monday in May</td>
</tr>
<tr>
<td>King Kamehameha I Day</td>
<td>June 11 Friday</td>
<td>The eleventh day in June</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 5 Monday</td>
<td>The fourth day in July</td>
</tr>
<tr>
<td>Statehood Day</td>
<td>Aug. 20 Friday</td>
<td>The third Friday in August</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Sept. 6 Monday</td>
<td>The first Monday in September</td>
</tr>
<tr>
<td>Veterans' Day</td>
<td>Nov. 11 Thursday</td>
<td>The eleventh day in November</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Nov. 25 Thursday</td>
<td>The fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas</td>
<td>Dec. 24 Friday</td>
<td>The twenty-fifth day in December</td>
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### Year 2022 HAWAII STATE HOLIDAYS

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<td>The first Monday in September</td>
</tr>
<tr>
<td>Election Day</td>
<td>Nov. 8 Tuesday</td>
<td>The first Tuesday in November following the first Monday of even numbered years (Hawaii State Constitution, Article 2-Section 8)</td>
</tr>
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**FOOTNOTES:** For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 5/20/2020 subject to change.