Hawaii Public Housing Authority  
State of Hawaii  

IFB SPB-2022-03  

Invitation-for-Bids for the Provision of Tenant Income Recertification Services for the Section 8 Subsidy Program on Oahu

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by bidders.

Issued June 29, 2022
Notice to Bidders  
(Chapter 103D, Hawaii Revised Statutes)  

INVITATION FOR BIDS (IFB) No. SPB-2022-03  

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids for the Provision of Tenant Income Recertification Services for the Section 8 Subsidy Program on Oahu.  

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning Wednesday, June 29, 2022. Sealed bids must be received at 1002 North School Street, Building G, Central Files Office not later than 4:00 p.m. Hawaii Standard Time (HST), Wednesday, July 13, 2022. Public opening of bids will commence at 4:15 p.m. HST, Wednesday, July 13, 2022 at the Contract and Procurement Office.  

The HPHA will conduct a Pre-Bid Video Conference at 9:00 a.m. HST, Friday, July 1, 2022. Bidders interested in participating in the Conference are to contact the IFB Coordinator by Thursday, June 30, 2022, 3:00 p.m. HST for Conference information. Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference.  

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6071.  

HAWAII PUBLIC HOUSING AUTHORITY  

Hakim Ouansafi  
Executive Director
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Section 1
Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the resulting Contract includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process

Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)

Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission

Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the State Contracting Office

Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
The designated IFB Coordinator for this solicitation is as follows:

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

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

The Section 8 Subsidy Programs Branch is responsible for monitoring the services performed under the resulting Contract. The designated Contract Administrator or her designated representative is responsible for monitoring the activities performed under the resulting Contract and is listed as follows:

Mr. Jeremy White  
Section 8 Subsidy Programs Branch  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. H  
Honolulu, Hawaii 96817  
Telephone: (808) 832-5933

Any changes to the Contract Administrator or her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. Procurement Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Scheduled Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Notice Announcing IFB</td>
<td>June 29, 2022</td>
</tr>
<tr>
<td>Distribution of Bid Specs/Bid Offer Form</td>
<td>June 29, 2022</td>
</tr>
<tr>
<td>Pre-Bid Video Conference</td>
<td>July 1, 2022 at 9:00 a.m. HST</td>
</tr>
<tr>
<td>Written Questions Due to the HPHA</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Written Responses Due from the HPHA</td>
<td>July 5, 2022</td>
</tr>
<tr>
<td>Bid Submittal Deadline</td>
<td>July 13, 2022 at 4:00 p.m. HST</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>July 13, 2022 at 4:15 p.m. HST</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>July 2022</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>July 2022</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 27, 2022 or upon issuance of Notice to Proceed</td>
</tr>
</tbody>
</table>
The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend the Pre-Bid Video Conference scheduled at 9:00 a.m. HST, Friday, July 1, 2022. Bidders interested in participating in the Conference are to contact the IFB Coordinator by Thursday, June 30, 2022, 3:00 p.m. HST for Conference information. Participation in the Conference is not required in order to submit a bid offer.

Impromptu questions will be permitted at the Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section 1 of this IFB. The deadline for submission of written questions is Friday, July 1, 2022. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA’s responses to written questions will be issued not later than Tuesday, July 5, 2022. Written questions may be hand-delivered, submitted by electronic mail, or via U.S. Postal Service.

VII. Submission of Sealed Bids

A. **Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development’s Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at [www.hudclips.org](http://www.hudclips.org) and are attached in Section 5 of this IFB. See Attachments 11 and 12.

B. **Bid Submittal.** Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building G, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Wednesday, July 13, 2022. Other methods of delivery services shall be considered hand deliveries.
and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. SPB-2022-03). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

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

Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. **See Attachment 1.**

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

D. **Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**
VIII. Discussion with Bidders Prior to Bid Submission

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

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection after a Contract has been awarded and executed by all parties.

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 4:15 p.m. HST, Wednesday, July 13, 2022 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA receives a bid that is misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail or USPS.
XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

(1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.

(2) An electronic written notice submitted either by electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) business days of receipt of the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. SPB-2022-03).

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

(1) A written notice received by the IFB Coordinator; or
(2) A notice by electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected, withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. **Unreasonable in Price:** A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.

2. **Materially unbalanced:** A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.
All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions may be determined non-responsive.

The HPHA reserves the right to reject bid offers in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest Total Price as submitted on the Bid Offer Form. See Attachment 2. The Unit Price for each type of service shall be the all-inclusive unit cost to the HPHA, including without limitation personnel, equipment, overhead, applicable taxes, and all other costs incurred to complete an interim recertification or an annual recertification in accordance with the IFB/resulting Contract. A bidder shall complete the Bid Offer Form in its entirety to be considered responsive; and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

Contract award resulting from this solicitation is subject to the approval of the Department of the Human Resources Development, Department of the Attorney General, and other approvals as required by the statutes, regulations, rules, orders or other directives.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. See Attachments 3 through 10 for sample contract, including service specification, Special Conditions and General Conditions of the resulting Contract.
XX. Protests

Pursuant to section 103D-701, an actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;

2. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or

3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

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

<table>
<thead>
<tr>
<th>Head of State Contracting Office</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mr. Hakim Ouansafi</td>
<td>Name: Mr. Rick T. Sogawa</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: Procurement Officer</td>
</tr>
<tr>
<td>Mailing Address: P.O. Box 17907</td>
<td>Mailing Address: P.O. Box 17907</td>
</tr>
<tr>
<td>Honolulu, Hawaii 96817</td>
<td>Honolulu, Hawaii 96817</td>
</tr>
<tr>
<td>Business Address: 1002 North School Street</td>
<td>Business Address: 1002 North School Street</td>
</tr>
<tr>
<td>Honolulu, Hawaii 96817</td>
<td>Honolulu, Hawaii 96817</td>
</tr>
</tbody>
</table>

XXI. Availability of Funds

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension may be subject to allotments made by the Director of Finance, State of Hawaii, pursuant to
chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for the services at federal public housing properties with State funds.

XXII. Monitoring and Evaluation

The Successful Bidder’s performance of the Contract will be monitored and evaluated by the HPHA Contract Administrator or their designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State General Conditions, AG-008 103D General Conditions are attached for bidder’s information and reference. See Attachment 9. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The Federal General Conditions, Form HUD 5370-C is provided for bidder’s information and reference. See Attachment 10.

The State and Federal General Conditions shall be incorporated into the Contract with the Successful Bidder. In the event of a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 8. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.
XXIV. Cost Principles

The HPHA shall utilize standard cost principles in Chapter 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

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

(END OF SECTION)
Section 2
Specifications

I. Introduction

A. Purpose or Need

The HPHA intends to procure services on an as-needed basis to assist in the completion of tenant income recertification as required by the U.S. Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher Program, Project Based Voucher Program, Veterans Affairs Supportive Housing Program, Emergency Housing Voucher Program, and the Rental Assistance Demonstration Program.

HUD requires certification to qualify new admissions, applicable interim and annual recertification of tenants to ensure eligibility and that rent subsidy is commensurate with the tenant’s ability to pay based on household income and composition within the 12-month certification period.

Tenant income recertification services are required to verify and certify family income and composition to recalculate tenant eligibility, tenant rent and rent assistance provided through the various programs. Each tenant income recertification file may require an interim recertification and/or annual recertification to be completed by the tenant’s recertification anniversary date.

B. Area of Service

Services are required for the HPHA Section 8 Subsidy Program on the Island of Oahu which includes the following:

<table>
<thead>
<tr>
<th>HUD Program</th>
<th>No. of Authorized Vouchers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Choice Voucher</td>
<td>2,131</td>
</tr>
<tr>
<td>Project Based Voucher</td>
<td>340</td>
</tr>
<tr>
<td>Veterans Affairs Supportive Housing</td>
<td>500</td>
</tr>
<tr>
<td>Emergency Housing Voucher</td>
<td>182</td>
</tr>
<tr>
<td>Rental Assistance Demonstration</td>
<td>347</td>
</tr>
<tr>
<td>Total</td>
<td>3,500</td>
</tr>
</tbody>
</table>

C. Funding Source and Period of Availability

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

It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of Federal Section 8 funds may require the prior written approval by HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the State may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same unit bid price(s).

II. General Requirements

A. Qualifying Requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.

2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts that a repayment plan approved by the Executive Director of the HPHA.

3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
   a. Chapter 237, HRS, tax clearance;
   b. Chapter 383, HRS, unemployment insurance;
   c. Chapter 386, HRS, workers’ compensation;
   d. Chapter 392, HRS, temporary disability insurance;
   e. Chapter 393, HRS, prepaid health care; and
   f. One of the following:
i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a “Hawaii business” as follows:

**Hawaii business.** A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore is not required to submit the certificate. A Successful Bidder’s status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

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

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. **Certifications of Eligibility**

Prior to award of a Contract, bidder shall submit the following documents to the HPHA to demonstrate compliance with Federal and State laws:

a. Tax Clearance, Form A-16;

b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

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

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

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

5. Indemnification

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

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.</td>
</tr>
<tr>
<td>(occurrence form)</td>
<td></td>
</tr>
</tbody>
</table>
| Automobile Insurance covering all owned, non-owned and hired automobiles. | Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR  
|                               | Combined single limit of $2,000,000.00.                             |
**Workers Compensation as required by applicable State laws.** Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the Successful Bidder and to all employees of sub-contractors (in case any sub-contractor fails to provide adequate similar protection for all his/her employees).

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

"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, with respect to operations performed for the State of Hawaii and HPHA under this Contract."

The minimum insurance required shall be in full compliance with terms of the Contract throughout the entire Contract term, including all Supplemental Contracts.

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

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Bidder’s compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.
The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

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

7. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include without limitation the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

8. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business and where he/she will be accessible in person or via telephone during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST, Monday through Friday to address requests that require immediate attention. Business hours exclude State Holidays. See Attachment 13 for 2022 and 2023 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

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

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

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

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

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

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

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 10. The stated requirements in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed Contract forms are presented for signature, the Successful Bidder shall execute and deliver the Contract forms and the required copies to the HPHA.

2. The resulting Contract is an estimated quantity unit price contract. The estimated quantities of recertifications provided in this IFB is estimated. There is no commitment by the HPHA as to the minimum and maximum number of recertifications to be serviced by the Successful Bidder. The HPHA reserves the right to request/require additional recertification services at the accepted unit prices should the actual need for the services be greater than the anticipated quantities indicated on the Bid Offer Form.
3. **Subcontracting**

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

4. **Contract Modification**

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

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

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments, effective as of the date of this IFB.

**C. Single or Multiple Contracts to be Awarded**

- [ ] Single  
- [ ] Multiple
- [ ] Single & Multiple

**D. Single or Multi-Term Contracts to be Awarded**

- [ ] Single term (≤ 12 mos)  
- [ ] Multi-term (> 12 mos)

Initial term of contract: July 27, 2022 or upon issuance of a Notice to Proceed and ending December 31, 2022

Length of each extension: Up to 45 days; may be less than 45 days when it is in the best interest of the State

Maximum length of contract: Up 217 days

The Initial Contract period shall commence on July 27, 2022 or upon the HPHA’s issuance of a Notice to Proceed and end on December 31, 2022. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to two (2) months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer unless price adjustments are made and approved as provided herein; and

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

4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and

5. The HPHA will be required to obtain the State Department of Human Resource Development's written approval of the extension prior to execution of a Supplemental Contract; and

6. The Contractor must obtain written approval and a Notice to Proceed by the State with the extension; and

7. The State has determined that the Contractor has satisfactorily provided services over the current Contract term; and

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

The option to extend the Contract will be exercised at the sole discretion of the HPHA. Nothing in this IFB shall be construed or interpreted that the HPHA is obligated to exercise the options to extend the resulting Contract. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

E. Statutory Requirements of Section 103-55, HRS

Prior to entering into a Contract in excess of $25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.
Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to perform wages not less than those increased wages.

The HPHA has determined that work to be performed under this Contract is similar to Public Housing Specialist positions in Bargaining Unit 13; therefore, the Successful Bidder shall be required to pay their employees the published prevailing State wages for work performed under the resulting Contract. At the release of this IFB, the published State prevailing basic hourly wage are as follows:

<table>
<thead>
<tr>
<th>Position Classification</th>
<th>Hourly Rate (Effective 7/1/2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Housing Specialist I (SR-16)</td>
<td>$20.97</td>
</tr>
<tr>
<td>Public Housing Specialist II (SR-18)</td>
<td>$22.69</td>
</tr>
</tbody>
</table>

See Attachment 14.

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

**F. Bid Price**

The Bid Price or Unit Price for each type of recertification service shall be the all-inclusive cost to the HPHA, including without limitation personnel, equipment, overhead, applicable taxes, and all other expenses incurred to complete an interim recertification or an annual recertification as specified in this IFB. Other expenses may include, without limitation, increase in costs for benefits required by law that are automatically increased as a result of increase wages, such as federal old age benefits, workers’ compensation, temporary disability insurance, unemployment insurance and prepaid health insurance.

Bidders should account for any published wage increase in the bid/unit price. The HPHA shall not approve requests for contract price adjustments...
due to any wage increase during the term of the Contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The Total Price is the sum of the subtotals calculated using the bid/unit price and the estimated quantities of recertifications for each type of services, resulting in an estimated quantity unit price Contract. The HPHA does not guarantee the minimum and maximum number of recertifications to be completed by the Successful Bidder under the resulting Contract. The HPHA shall notify the Successful Bidder should the need for the required services arise. Bidders are encouraged to consider the appropriate staffing level necessary to provide the specified services to the HPHA to avoid financial/staffing hardships should a Contract be awarded. Compensation shall be calculated based on actual units of services rendered at the accepted unit price applicable to the specific type(s) of services rendered.

G. Contract Price Adjustment Due to Increase in State Wages

At the release of this solicitation, the effective wages through July 1, 2020 for State employees performing similar work are known. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wages of the Successful Bidder’s employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers’ compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

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

1. At the time of bidding, if the Successful Bidder’s hourly wage rate is greater than the prevailing State wage, the Successful Bidder’s requests for increase will not be considered.

2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with Section 103-55, HRS, that its employees are being paid not less than the known wage of the State position listed herein. Documentation shall include employee payroll records and a statement that the employees are being utilized for this Contract.

3. Request for an increase must be made in writing to the HPHA on a timely basis:
a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.

b. Request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder may contact the Contract Administrator listed in Section 1 of this Invitation for Bids to obtain the current wage information or download the information from the Department of Human Resource Development website at the following address:


H. **Contract Price Adjustment (other than wage rate increase)**

Each bid offered herein shall be firm.

III. **SCOPE OF WORK**

The Successful Bidder shall provide tenant income recertification ("recertification") services to the Hawaii Public Housing Authority Section 8 Subsidy Program on Oahu. Recertification files will be provided to the Successful Bidder electronically. Recertifications shall be processed in accordance with HUD guideline and HPHA Administrative Plan.

Between 1,500 and 2,500 files may be requested for recertification processing, which is estimated to be between 1,500 and 2,500 annual recertifications and between 300 and 500 interim recertifications for the Contract period. The HPHA commits to a minimum of 1,500 files to be serviced by the Successful Bidder and anticipates approximately 500 files may be requested monthly for recertification processing. Each file may include requirement for an annual recertification and/or interim recertification(s) depending on the event incurred. There is no commitment by the HPHA as to the minimum and maximum quantity and types of recertifications to be serviced by the Successful Bidder. The HPHA reserves the right to request/require additional recertification services at the accepted unit prices should the actual need for the services is greater than the anticipated quantities.
The Successful Bidder shall complete all requested services by December 31, 2022 unless there are circumstances beyond the Successful Bidder's control and are acceptable and approved by the HPHA for contract extension(s) of up to 45 days.

A. Service activities:

1) Maximum time frame to complete each recertification file shall not exceed eight (8) weeks from receipt of a file from the HPHA.

2) Upon receipt of the assigned recertification file, the Successful Bidder shall provide the following recertification services, including without limitation:

   a. Conduct File Review and Preparation:

      (1) Review each tenant recertification case and determine the number recertification(s) necessary to complete the recertification.

      (A) An annual recertification is required and shall be completed for each recertification case by the tenant's anniversary date.

      (B) Interim recertification(s) are required if the tenant's income, household composition, or contract rent (rent increases by landlord) have changed within the 12-month anniversary period.

      (C) Interim and annual recertifications shall be completed in chronological order of events with the most recent event recertification being the last recertification to be completed.

      (D) For example, if the tenant had a loss of income on the 6th month of the anniversary period and gave birth to a newborn son on the 9th month of the anniversary period, then an interim recertification for loss of income and an interim recertification for household composition shall be required to be processed prior to the completion of the annual recertification. This recertification case requires a total of two (2) interim recertifications and an annual recertification.
(2) Review Form DHS-5000 to determine the need for an interpreter and arrange for interpreter services as necessary.

(A) Telephonic interpreter services are preferable for all interpreter service needs and are available using the established HPHA language access contract with Language Access Line (LAL Contract) at no additional cost to the Successful Bidder.

The Successful Bidder shall request for telephonic interpreter services with the HPHA not less than 24 hours advance notice prior to the tenant’s scheduled interview date and time.

(B) The Successful Bidder shall be responsible for the costs of telephonic interpreter services should the Successful Bidder chooses not to utilize the HPHA LAL Contract or obtain interpreter services without the HPHA’s prior written approval.

(3) Household income verification:

(A) Verification of household income shall be conducted and reviewed for each family member age 18 years or older and all minors under age 18 receiving unearned income, including without limitation Social Security and Supplemental Security Income.

(B) Household income shall be verified using the HUD Enterprise Income Verification (EIV) system, Upfront Income Verification (UIV) system and Departmental public assistance offices, including without limitation, employer reports and tax returns for each family member.

(C) Verification using the EIV shall be obtained by the Successful Bidder in accordance with 24 CFR § 5.233.
(D) The Successful Bidder shall give the HPHA a minimum of 48 hours (or 2 business days) advance notice to generate/obtain the required ELV report for the Successful Bidder. Information shall include: tenant name, gender, date of birth and social security number of each family member age 18 years or older.

(4) Criminal background check:

(A) The Successful Bidder shall use the HPHA Criminal Background Check Form in conducting criminal background checks.

(B) A criminal background check shall be conducted and reviewed for each family member age 18 years or older being added to the voucher.

(C) The Successful Bidder shall notate on the HPHA Criminal Background Check Form if there are criminal records or no criminal record. Completed Criminal Background Check Form shall be submitted to the HPHA to include in tenant file. Tenants with criminal records dated within three (3) year of the recertification anniversary date shall be referred to the HPHA Contract Administrator for further review. Written criminal background check document(s) shall not be included in the tenant file.

b. The HPHA shall provide the recertification packet(s) received from the tenants to the Successful Bidder for recertification processing. Recertification packets shall be processed as follows:

(1) First Recertification Packet:

(A) Gather statements, facts and information received from the family with regard to income (past, present, anticipated), composition and needs to determine the family’s countable income, eligibility, rent and unit size.

(B) Review “Personal Declaration Form” including without limitation, family composition, income and assets.
i. Review all forms submitted and assist with completion of the forms if necessary.

ii. All forms must be completed, signed and dated.

iii. Actions required for changes of income reported within the 12-month annual recertification period shall be as follows:

(a) Decreased or loss of income – process interim recertification for the tenant prior to completing the annual certification for the 12-month annual recertification period.

(b) Increased income – interim recertification is not required, but increased income shall be notated in the tenant file. Contractor will provide a copy of letter to family communicating increase was received and not processed.

(C) Interpret and explain policies and procedures regarding requirements for continued occupancy to residents

(D) If the tenant fails to submit all documents by the due date, a second letter shall be prepared and sent by the Successful Bidder to the tenant using the template provided by the HPHA.

(2) Second Recertification Packet:

Upon receipt of the second recertification packet provided by the HPHA the Successful Bidder shall follow the steps described above.

(3) Proposed Termination:

(A) If the tenant fails to submit documents by the second due date, a notice of termination shall be sent by the Successful Bidder to the tenant with a date to meet
with the client via telephonic communication regarding termination.

(B) Standard form letter shall be generated by the Successful Bidder using the template provided by the HPHA.

(C) The Successful Bidder shall prepare the notice of termination for the HPHA Section 8 Branch Chief or Supervisor's signature.

(4) Postage, envelopes, and other consumable supplies necessary to facilitate the recertification process shall be paid for by the Successful Bidder and will be reimbursed by the HPHA. All costs incurred seeking reimbursement from the HPHA shall be supported by verifiable evidence that payment was made, such as invoices and receipts. No profit shall be allowed on reimbursable expenditures.

c. Post-documents received follow-up.

(1) Third-party verification.

(A) All circumstances and documentations self-certified or provided by a non-third party must be verified through Third Party Verification. This includes, without limitation, all forms of income, full time student status for students 18 years or older, childcare and/or medical expenses, and assets. Third-party verification shall adhere to the HUD guidance in relation to all tenant employment and income information in accordance with 24 CFR 5.233, and HUD administrative guidance.

(B) Asset Verification Form and Employer Verification Form to be provided by the HPHA.

(C) Mail third party verification forms/letters necessary to validate the circumstances.

(2) Once all documentation has been obtained and verified, evaluate the family’s income, assets and composition to determine eligibility, deductions/allowances and tenant rent amount.
(A) Document methods of calculation and the reason(s) for actions taken.

(B) Receive and respond to telephone inquiries made by tenants who are being processed and or interviewed.

(C) Receive and respond to tenants who have been processed or in the processing stage.

d. Emphasys Elite System and Recertification Portal data entry and submission.

(1) Enter all information accurately into Elite and certify the recertification in Elite for upload.

(2) The HPHA shall upload the certified recertification data into the HUD Public and Indian Housing Information Center (PIC) database.

(3) The Successful Bidder shall be responsible for correcting errors generated from the data upload.

e. Tenant notification and close-out.

(1) Print notice of rent letter generated from Elite.

(2) Print resident worksheet generated from Elite.

(3) Send notice of rent letter to tenant and owner.

(4) Send resident worksheet to tenant.

(5) Adjust account in Elite for credit due if rent was overpaid by the tenant.

(6) Determine whether retroactive rent is to be charged and document on file that retroactive rent is not chargeable to the tenant due to late recertification as a result of staff shortage.

(7) Determine whether a case should be processed for suspected fraud based on the verified information from sources such as the HUD EIV system, UIV non-HUD system, Departmental public assistance offices, including without limitation, employer reports and tax returns. Prepare and forward a written report of facts accompanied by
supporting documents and/or computations to the Section 8 Branch Chief or Supervisor for action.

(8) Monitor and respond to tenant recertification inquires as necessary.

(9) Maintain and submit documents of each recertification in accordance with instructions provided by the HPHA.

f. The HPHA may provide a one-time orientation and training for data entry into the Elite System upon request of the Successful Bidder. Should there be personnel turnovers during the term of the Contract period; the Successful Bidder shall be responsible to provide training to all new staff assigned to provide tenant recertification services.

g. Quality Control.

(1) The HPHA or HPHA designee shall review, at minimum, 10 percent (10%) of the recertifications completed by the Successful Bidder for quality control purposes.

(2) The Successful Bidder shall take appropriate corrective actions to rectify performance and recertification issues.

(A) Performance issues requiring the Successful Bidder's action shall be implemented and rectified within four (4) working days of receipt of notification issued by the HPHA.

(B) Recertification issues requiring tenant responses shall be initiated within four (4) working days of receipt of notification issued by the HPHA.

(C) All corrective actions taken are at the sole expense of the Successful Bidder. Services provided for correction actions taken are not billable to the HPHA.

h. Deliverables for recertification services shall include the following:

(1) Timely completion of assigned recertification cases.

(2) Log of completed recertifications to include tenant name, interim and/or annual recertification effective date, and completion date.
(3) Summary report of possible fraud cases referred to the Section 8 Branch Chief or Supervisor. Report to include tenant head of household name, social security number, and address.

B. Management Requirements

1. Service Location and Schedule.

Services shall be performed remotely. The Successful Bidder shall provide all office space and equipment necessary to perform the services.

The Successful Bidder shall manage staff time/schedule necessary to complete services within the allowable timeframe. Additional compensation is not negotiable for overtime.

2. Data Security Requirement.

Successful Bidder shall agree to and comply with the following data security requirements:

a. All data must be handled with the highest levels of protection of confidentiality, integrity and availability of the information. The Successful Bidder shall not transmit or store data in any format that is unnecessary for the certification process and shall not transmit or receive via an unsecure method or store any information on an unencrypted drive at any time. Data received electronically shall not be written down, printed, or copied to an unsecured type of media, except where required explicitly by the resulting Contract.

the laws pertaining to their handling, refer to NIST 800-122 Appendix C, thought the list is not intended to be exhaustive.

c. To ensure secure connections and encryption of data, the Successful Bidder shall agree to and comply with the State of Hawaii Office of Enterprise Technology Services (ETS) as follows:

(1) Policy No. 508 – Secure Device Policy;
(2) Policy No. 508.01 – Secure Devise Standards; and


d. To ensure data security which is obtained through the State is used, stored, and disseminated in accordance with ETS and HPHA requirements, the Successful Bidder shall agree to and comply with the State of Hawaii Department of Human Resources and Development Policy No. 103.001 – Acceptable Usage of IT Resources. See Attachment 17 – State of Hawaii DHRD Policy and Attachment 19 – Acknowledgement of Policies.

e. To obtain access to the network on which the Elite application resides, which is required for the recertification of tenants, each user employed by the Successful Bidder that is involved with the certification process shall agree to, sign, and comply with the State of Hawaii Non-Employee Remote Access Agreement. See Attachment 18 – State of Hawaii Non-Employee Remote Access Agreement and Attachment 19 – Acknowledgement of Policies.

The State of Hawaii Non-Employee Remote Access Agreement shall be completed, signed and submitted to the HPHA prior to commencement of services under the resulting Contract

f. Successful Bidder shall be familiar with and adhere to all applicable local, State, and Federal laws regarding the data types involves with tenant income recertification processing.

g. Successful Bidder shall comply with all other applicable HPHA, State of Hawaii, and Federal data protection requirements, policies, and guidelines as necessary for the
protection of tenant, State, and Federal data as determined by compliance requirements of each data type and source.

h. Successful Bidder shall notify the HPHA and any relevant authority for the data types of any data incidents, data breaches, or physical breaches of security immediately upon discovery and provide mitigation steps to reduce further risks.

i. Any medical or disability data should be handled with compliance to HIPAA standards. See the Code of Federal Regulations (CFR) 45 C.F.R. Part 164 Subpart C – Security Standards for the Protection of Electronic Protected Health Information.

j. Successful Bidder shall leverage services where (i) all data physically resides in systems located within the United States; and (ii) all access and support of such data is performed from the United States. Data shall not be accessed by the Successful Bidder located "offshore", outside of the United States or its territories. All physical locations where data is stored, transmitted, processed and/or received must remain within the United States. This includes all primary and secondary data centers and any backup facilities. Additionally, cloud environments and any components, including without limitation storage, virtualization, operating systems and networking may not be accessed by the Successful Bidder from networks outside the United States. Further, data may not be received, stored, processed or disposed via information technology systems located off-shore.

k. Implement technical requirements that are aligned with the CIS Critical Security Controls. CIS Critical Security Controls are available at https://www.cisecurity.org/controls/cis-controls-list.

3. Confidentiality of Information.

The Successful Bidder shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the Section 8 tenants/residents. The Successful Bidder’s personnel shall not provide confidential information to the tenants and the general public without expressed written consent of the HPHA.
The Successful Bidder shall ensure secure transfer of all files and data received under the resulting Contract. All files/data retained by the Successful Bidder shall be purged in a secured manner within 72 hours of submission of deliverables to the HPHA unless otherwise approved by the HPHA.

4. The Successful Bidder agrees to remove all personnel assigned to the resulting Contract if arrested for any criminal activity, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the services pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity of this project.

5. The Successful Bidder shall ensure that all personnel assigned to this project has not been convicted of selling, dealing, or using controlled substances, such as methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.

6. The Successful Bidder shall inform the HPHA of all personnel assigned to this project who is a registered sex offender.

C. Personnel Requirements

1. All personnel assigned to the resulting Contract shall meet the following minimum qualifications:

   a. Certified in occupancy and rent calculation or equivalent certification by an independent third party approved by the HPHA. This requirement may be met with ten (10) years of experience in conducting Federal and or State public housing tenant income recertifications.

   b. Minimum one (1) year of working experience in conducting Federal Section 8 or public housing tenant income recertifications.

   c. No criminal history.

   d. Familiar with the HUD regulations and working knowledge of the key regulatory citations governing annual certifications.

2. The Successful Bidder shall:

   a. Dedicate one (1) project coordinator for the resulting Contract. The project coordinator shall:
(1) Serve as the point of contact for the HPHA for all services requested and rendered under the resulting Contract;

(2) Supervise all of the Successful Bidder's personnel assigned to the resulting Contract; and

(3) Provide training to the Successful Bidder's personnel should there be personnel turnover during the term of the resulting Contract.

b. Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.

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

d. Agree to remove employee(s) from providing services to the HPHA upon written request by the HPHA.

D. Administrative Requirements

1. The Successful Bidder may be required to attend meetings quarterly or upon request by the Contract Administrator. The day and time are to be specified by the Contract Administrator. Necessary field visits shall be made as required.

2. Every four (4) weeks, the HPHA shall submit a report to the Successful Bidder listing any discrepancies or contract violation(s) requiring correction. These discrepancies or contract violation(s) shall be corrected or implemented within four (4) business days to avoid delays in payment issuance or for payment adjustment purposes.

3. Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing; and
The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

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

Such action shall include without limitation, the following:

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

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24 CFR, Subtitle A, Part 1 et seq.

4. The Successful Bidder employing 15 or more persons agrees and shall take appropriate initial and continuing steps to provide written notice to participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, Subtitle A, section 8.54(a) – Notice

5. Payment

The HPHA shall compensate the Successful Bidder based on the actual units of services rendered at the accepted unit price applicable to the specific types of service rendered.

All compensation shall be subject to the following:

a. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.
For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

b. The Successful Bidder shall submit one (1) original itemized invoice for services rendered on a monthly basis to:

Hawaii Public Housing Authority  
Section 8 Subsidy Programs Branch  
1002 North School Street  
P.O. Box 17907  
Honolulu, HI 96817

c. All invoices shall reference the Contract number assigned to the Contract. Invoices shall be itemized to include service dates, tenant names, quantity of services rendered, unit price, and a total amount due. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily performed the services specified. Payment shall be made based on the actual number of cases completed by the Successful Bidder.

d. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing to comply with the HPHA 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. For final payment, the Successful Offeror must submit a valid tax clearance certificate. A valid tax clearance certificate shall be dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.
IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory performance of work shall be monitored by the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.

3. Should the Successful Bidder continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.

4. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that monies due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

5. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.
B. Termination

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

(END OF SECTION)
Section 3
Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

A. Bid offers shall be submitted to the HPHA using the form prescribed in this IFB.

Note: Bid offers submitted using re-created forms or other forms may be rejected and deemed non-responsive.

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

C. A written response is required for each line item unless indicated otherwise.

See Attachment 15 - Bid Submittal Checklist.

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. Email transmissions shall not be accepted.

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder’s assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder’s assurance that he/she is willing and able to begin services effective July 27, 2022 or upon the HPHA’s issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective July 27, 2022 or upon the HPHA’s issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder’s exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.
The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The Successful Bidder shall be the responsive and responsible bidder offering the lowest Total Price. See Attachment 2.

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

A. Wage Certificate (Attachment 1);

B. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder;

C. Acknowledgement of Policies (Attachment 19);

D. Certification and Representations of Offerors, Form HUD 5369-C;

E. Statement of Experience (Attachment 20);

F. Copy of Occupancy and Rent Calculation Certificates or equivalent certifications of personnel to be assigned to the resulting Contract if awarded; and

G. Resume of all personnel who are potential candidates assigned to the resulting Contract if awarded. Should years of experience be used as a substitute to meet the Occupancy and Rent Calculation Certification requirement, please specify on the resume the number of years and types of experience used to meet this requirement.

II. HUD Forms

A. Instructions to Offerors Non-Construction, Form HUD 5369-B

The Form HUD 5369-B is provided for bidder’s information and reference. See Attachment 11. Form HUD 5369-B can also be found at www.hudclips.org.

B. Certification and Representations of Offerors, Form HUD 5369-C

The attached Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time.
See Attachment 12. This certification must be signed and dated by the Bidder's authorized representative. Form HUD 5369-C can also be found at www.hudclips.org.

(END OF SECTION)
Section 4
Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA for responsiveness and responsibility. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a "responsive bid." Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a "responsible bid." Responsibility determination may include past performance reviews and assessments provided by past and present clients of the bidder, professional references of the bidder, and/or the HPHA.

II. Method of Award

Award shall be made to the responsive and responsible bidder submitting the lowest Total Price on the Bid Offer Form. The low bid offer must conform to all requirements of the IFB with the Bid Offer Form completed in its entirety to be considered responsive and determined responsible to be eligible for award.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

(END OF SECTION)
Section 5
Attachments

1. Wage Certificate
   Due July 13, 2022

2. Bid Offer Form
   Due July 13, 2022

3. Sample Contract Based on Competitive Sealed Bids for Goods and Services
   For Bidder’s Information

4. Sample Contract – Attachment S1, Scope of Services
   For Bidder’s Information

5. Sample Contract – Attachment S2, Compensation and Payment Schedule
   For Bidder’s Information

6. Sample Contract – Attachment S3, Time of Performance
   For Bidder’s Information

7. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
   For Bidder’s Information

8. Sample Contract – Attachment S5, Special Conditions
   For Bidder’s Information

9. State General Conditions, AG-008 103D General Conditions
   For Bidder’s Information

10. General Conditions, Federal Form HUD 5370-C
    For Bidder’s Information

11. Instructions to Offerors, form HUD 5369-B
    For Bidder’s Information

12. Certification and Representations of Offerors, Form HUD 5369-C
    Due July 13, 2022

13. 2022 and 2023 Hawaii State Government Observed Holidays
    For Bidder’s Information

14. Class Specifications / Minimum Qualifications / Salary Schedule
    For Bidder’s Information

15. Bid Submittal Checklist
    For Bidder’s Information

    For Bidder’s Information
17. State of Hawaii Non-Employee Remote Access Agreement
   For Bidder’s Information

18. State of Hawaii Department of Human Resources Development Policy
   For Bidder’s Information

19. Acknowledgement of Policies
    July 13, 2022

20. Statement of Experience
    July 13, 2022