STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
__________________________, ______, between _____________________________.
(Hawaii Public Housing Authority)

State of Hawaii ("STATE"), by its ____________________________. Executive
Director,
(Insert name of state department, agency, board or commission)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is _____________________________.

__________________________, ______, between _____________________________.

("CONTRACTOR"), a _____________________________.

under the laws of the State of _____________________________, whose business address and federal
and state taxpayer identification numbers are as follows: _____________________________.

RECATALS

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

B. The STATE has issued an invitation for competitive sealed bids, and has received
    and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in
    accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title
    3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and
    applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and
    responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

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

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

(1) _____________________________.
(Identify state sources)
or (2) _____________________________.
(Identify federal sources)
or both, in the following amounts:

State $ _____________________________.
Federal $ _____________________________.

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory
    manner as determined by the STATE, provide all the goods or services, or both, set forth in the
    Invitation for Bids number SPB-2022-03 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"),
    both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied
    or services performed, or both, under this Contract in a total amount not to exceed
($ ___________ ), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

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

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

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

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

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

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

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

STATE

(Signature)
Hakim Ouansafi
(Print Name)
Executive Director
(Print Title)
(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

(Signature)

(Print Name)

(Signature)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

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

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF ____________________________ )
 ) SS.
 ) COUNTY OF ________________________ )

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

________________________________
(Signature)

________________________________
(Print Name)

Notary Public, State of __________________________
My commission expires: __________________________

Doc. Date: ______________________ # Pages: __________________
Notary Name: ______________________ Circuit
Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids

________________________________
(Notary Stamp or Seal)

Notary Signature ______________________ Date

NOTARY CERTIFICATION
STATE OF HAWAII

CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

1. CONTRACTOR □ is □ is not a legislator or an employee or a business in which a legislator
   or an employee has a controlling interest. (Section 84-15(a), HRS).

2. CONTRACTOR has not been represented or assisted personally in the matter by an individual
   who has been an employee of the agency awarding this Contract within the preceding two years
   and who participated while so employed in the matter with which the Contract is directly
   concerned. (Section 84-15(b), HRS).

3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other
   compensation to obtain this Contract and will not be assisted or represented by a legislator or
   employee for a fee or other compensation in the performance of this Contract, if the legislator or
   employee had been involved in the development or award of the Contract. (Section 84-14 (d),
   HRS).

4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other
   consideration by an individual who, within the past twelve (12) months, has been an agency
   employee, or in the case of the Legislature, a legislator, and participated while an employee or
   legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

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

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

CONTRACTOR

By ____________________________________________
(Signature)

Print Name ____________________________________________

Print Title ____________________________________________

Name of Contractor ____________________________________________

Date ____________________________________________

AG-010 Rev 11/15/2005
STATE OF HAWAII
SCOPE OF SERVICES

CONTRACTOR: 
PROGRAM: Section 8 Subsidy Program on Oahu
SERVICES: Tenant Income Recertification Services
IFB SPB-2022-03

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for tenant income recertification services: (1) Contract for Goods and Services Based on Competitive Sealed Bids including the Contractor’s Acknowledgement, Contractor’s Standard of Conduct Declaration, and Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids No. SPB-2022-03 and all addenda; (5) CONTRACTOR’s accepted bid offer dated . These documents are collectively referred to as the “Contract Documents”.

2. The CONTRACTOR shall provide tenant income recertification services to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all personnel, equipment, and other means necessary to provide tenant income recertification services as described in IFB SPB-2022-03 and the CONTRACTOR’s accepted bid offer. If there is a conflict between the CONTRACTOR’S accepted bid offer and this Contract, the Contract shall prevail.

4. The CONTRACTOR 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 CONTRACTOR's control and are acceptable and approved by the HPHA for contract extension(s) of up to 45 days.

5. The CONTRACTOR shall provide tenant income recertification services as follows:

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 CONTRACTOR 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 CONTRACTOR.

The CONTRACTOR 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 CONTRACTOR shall be responsible for the costs of telephonic interpreter services should the CONTRACTOR 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 CONTRACTOR in accordance with 24 CFR 5.233.

(D) The CONTRACTOR shall give the HPHA a minimum of 48 hours advance notice to generate/obtain the required EIV report for the CONTRACTOR. Information shall include: tenant name, gender, date of birth and social security number of each family member age 18 years or older.
STATE OF HAWAII

SCOPE OF SERVICES

(4) Criminal background check:

(A) The CONTRACTOR 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 CONTRACTOR shall note 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 CONTRACTOR 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 noted 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR using the template provided by the HPHA.

(C) The CONTRACTOR shall prepare the notice of termination for the HPHA Section 8 Branch Chief or Supervisor's signature.
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(4) Postage, envelopes, and other consumable supplies necessary to facilitate the recertification process shall be paid for by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Should there be personnel turnovers during the term of the Contract period; the CONTRACTOR 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 CONTRACTOR for quality control purposes.

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

   (A) Performance issues requiring the CONTRACTOR’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 CONTRACTOR. 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 CONTRACTOR shall provide all office space and equipment necessary to perform the services.

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

2. Data Security Requirement.

CONTRACTOR 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 CONTRACTOR 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.

STATE OF HAWAII

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c. To ensure secure connections and encryption of data, the CONTRACTOR 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 Device 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.
STATE OF HAWAII

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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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the Section 8 tenants/residents. The CONTRACTOR's personnel shall not provide confidential information to the tenants and the general public without expressed written consent of the HPHA.

The CONTRACTOR shall ensure secure transfer of all files and data received under the resulting Contract. All files/data retained by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR’s personnel assigned to the resulting Contract; and

      (3) Provide training to the CONTRACTOR’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.
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d. Agree to remove employee(s) from providing services to the HPHA upon written request by the HPHA.

D. Administrative Requirements

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

The CONTRACTOR 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.
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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.
STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: ________________________________
PROGRAM: Section 8 Subsidy Program on Oahu
SERVICES: Tenant Income Recertification Services
IFB SPB-2022-03

1. Subject to the availability and receipt of Federal funds and the CONTRACTOR's full and
timely performance of all contractual obligations, the STATE agrees to pay the
CONTRACTOR for services satisfactorily performed under this Contract an amount of
compensation not to exceed ______________________ and __/100 Dollars
($______________) for the initial Contract period.

See attached and incorporated Exhibit A.

Such compensation shall be the all-inclusive cost to STATE, including without limitation
personnel, equipment, overhead, applicable taxes, and all other costs incurred for the
provision of services as specified in IFB SPB-2022-03. Bid prices shall be firm for the
duration of the Contract period and are not negotiable.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the
U.S. Department of Housing and Urban Development (HUD). Funding and period of
availability may change upon notice by HUD to STATE. If there should be insufficient
funds for any portion of the remaining Contract period beyond the initial 12-month
Contract period, the STATE may terminate the Contract or revise the amount/quantity of
services required without penalty.

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

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

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

b. All invoices shall reference the Contract number assigned to the Contract.
   Invoices shall be itemized to include service dates, tenant name, quantity and
types 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 CONTRACTOR has satisfactorily performed the services
specified. Payment shall be made based on the actual number of cases
completed by the CONTRACTOR.
c. 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.

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

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

f. For final payment, the CONTRACTOR 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 HCE Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.
STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: ____________________________
PROGRAM: Section 8 Subsidy Program on Oahu
SERVICES: Tenant Income Recertification Services
IFB SPB-2022-03

1. The term of this Contract shall effective upon the STATE’s issuance of a Notice to Proceed and ending December 31, 2022.

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

3. The option to extend the Contract will be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in the Invitation for Bids No. SPB-2022-03 (IFB) or this Contract:

   Initial term of Contract: Up to 158 days
   Length of each extension: Up to 45 days
   Maximum length of Contract: Up to 217 days

4. The initial Contract period shall commence on the STATE’s issuance of a Notice to Proceed. The following conditions must be met for an extension:

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

   b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 45 days. The Contract extension(s) shall be awarded at the same rates as provided in the accepted bid offer unless price adjustments are made and approved of; and

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

   d. The STATE may be required to obtain the United States Housing and Urban Development’s written approval if federal HUD funds are to be used; and

   e. The STATE 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

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

TIME OF PERFORMANCE

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

h. Necessary State and/or Federal funds are appropriated and allotted for an extension.
STATE OF HAWAII
CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)  
Hakim Ouansafi  
(Print Name)  
Executive Director  
(Print Title)  

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

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

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

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

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

(Signature)  
(Date)  
(Print Name)  
(Print Title, if designee of the Director of DHRD)
STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: ____________________________
PROGRAM: Section 8 Subsidy Program on Oahu
SERVICES: Tenant Income Recertification Services
IFB No. SPB-2022-03

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Insurance with</td>
<td>$1,000,000.00 per occurrence for bodily injury and personal property</td>
</tr>
<tr>
<td>Personal Injury Liability (occurrence form)</td>
<td>damage and $2,000,000.00 general aggregate.</td>
</tr>
<tr>
<td></td>
<td>Personal injury liability limit of $1,000,000.00 per occurrence.</td>
</tr>
<tr>
<td>Automobile Insurance</td>
<td>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.</td>
</tr>
<tr>
<td>covering all owned, non-owned and hired</td>
<td></td>
</tr>
<tr>
<td>automobiles.</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Insurance to include Employer’s Liability. Both such coverages shall</td>
</tr>
<tr>
<td>as required by applicable State laws.</td>
<td>apply to all employees of the CONTRACTOR and to all employees of sub-</td>
</tr>
<tr>
<td></td>
<td>CONTRACTORs (in case any sub-CONTRACTOR fails to provide adequate</td>
</tr>
<tr>
<td></td>
<td>similar protection for all his employees).</td>
</tr>
</tbody>
</table>

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

b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

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

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

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

2. The CONTRACTOR shall have a permanent office in the State where he/she conducts business and a local point of contact in the State of Hawaii where he/she will be accessible in person or via telephone during normal Hawaii State government business hours to address requests that require immediate attention. An answering service is not acceptable.

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

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

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

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement
or 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 CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR shall not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

f. Noncompliance with HUD 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.

4. The STATE shall monitor the performance of work an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.

5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.

6. In the event that there is a conflict between the Federal General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.
7. The CONTRACTOR employing 15 or more persons agree 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, section 8.54(a) – Notice.

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

9. Interchangeable Terms. The following terms shall be one and same:
   a. "STATE" and "HPHA".
   b. "Contract" and "Agreement".
   c. "CONTRACTOR" and "Successful Bidder".

10. This Contract may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument. This Contract may also be executed by electronic signature.

11. COVID-19 PANDEMIC
   a. Due to the COVID-19 pandemic, the Contractor shall have their employees adhere to the following protocols while working at all HPHA properties.
      (1) Contact with tenants should be avoided with social distancing of a minimum of six (6) feet maintained,
      (2) Non-essential work that requires close contact should be avoided,
      (3) Wash or clean hands before entering or leaving the site with soap and water or hand sanitizer with at least 60% alcohol content,
      (4) Wear a face mask covering mouth and nose at all times on HPHA properties,
      (5) Workers with a fever, cough or other flu-like symptoms are not allowed on the properties.

AG-015 Rev 11/15/2005
b. Protocols for the COVID-19 pandemic will remain in effect until the Governor of Hawaii withdraws the Emergency Proclamation for COVID-19.


a. CONTRACTOR shall submit a COVID-19 Vaccination Status Attestation Form (Vaccination Status Attestation Form) listing all individuals requiring access to HPHA facilities while performing services under the Contract. The Attestation Form shall identify each individual’s verified vaccination status and shall be submitted to the HPHA designated representative by hard copy or through encrypted electronic mail submission.

Vaccination status for each individual listed on the Vaccination Status Attestation Form shall be designated as follows:

(1) Fully vaccinated for COVID-19 (meaning two (2) weeks have passed since the CONTRACTOR employee’s second dose in a two-dose series or two (2) weeks have passed since a single-dose vaccine);

(2) Partially vaccinated for COVID-19 (meaning one (1) dose of a 2-dose series of vaccination was received); or

(3) Not vaccinated for COVID-19.

b. CONTRACTOR shall submit the Vaccination Status Attestation Form to the HPHA Contract Administrator not later than three (3) business days prior to the Contract start date.

c. CONTRACTOR shall maintain documentation of vaccination status to include a photocopy of CDC COVID-19 Vaccination Record Cards with vaccination date(s) for those individuals who are fully and partially vaccinated. The photocopy of the card(s) shall be submitted to the HPHA upon request by the HPHA.

d. Should the CONTRACTOR submit a Vaccination Status Attestation Form without designating one (1) of the three (3) vaccination status options as listed above, the specific individual shall be considered “Not vaccinated for COVID-19” and shall be subject to the weekly testing requirement until the CONTRACTOR submits an updated Vaccination Status Attestation Form reflective of the correct vaccination status.

e. Fully vaccinated CONTRACTOR employees who provides a copy of their CDC COVID-19 Vaccination Record card indicating fully vaccinated status shall not be subject to the weekly COVID-19 testing requirement.
f. Partially vaccinated CONTRACTOR employees who attest to and provide a copy of their CDC COVID-19 Vaccination Record card indicating they have: (1) received the first dose of the Moderna or Pfizer vaccine and have a scheduled an appointment for the second dose; or (2) received the second dose of the Moderna or Pfizer vaccine less than two (2) weeks prior to the attestation date; or (3) received the single dose of a one-dose vaccine (e.g., Johnson & Johnson/Janssen) less than two (2) weeks prior to the attestation date are subject to the weekly testing requirement until the CONTRACTOR employee can provide an updated attestation and evidence that he/she received the second dose and/or are fully vaccinated.

g. Unvaccinated CONTRACTOR employees who submit an attestation indicating they are not fully vaccinated and do not intend to become fully vaccinated will be subject to weekly testing requirement.

h. CONTRACTOR employees subject to the weekly testing requirement are responsible for submission of a COVID-19 Testing Attestation Form and provide documentation of negative COVID-19 test result to the CONTRACTOR or CONTRACTOR’s designated representative prior to the start of their work shift in accordance with the weekly reporting deadline requirement.

i. CONTRACTOR employees on leaves of absence must comply with the COVID-19 vaccination and testing requirements prior to returning to duty at any of the HPHA facilities. CONTRACTOR is responsible to advise his/her employees of these requirements.

j. These requirements will automatically terminate if/when the Governor or other authorized government official ends these statewide mandates.”