April 23, 2021

TO: Interested Offerors

FROM: Rick T. Sogawa, Procurement Officer

SUBJECT: Request for Proposals No. PEO-2021-16; Addendum No. 1 Professional Consulting Services for the Moving-to-Work Demonstration Program for the Hawaii Public Housing Authority

This Addendum No. 1 is to: 1) provide the Pre-Proposal Conference meeting minutes conducted on April 20, 2021; 2) amend the RFP; and 3) provide responses to written questions received up until April 21, 2021 as follows:

**Part I - Pre-Proposal Conference Meeting Minutes:**

See attached Minutes.

**Part II – Amendments to the RFP:**

1. Paragraph 8. under Subsection II. General Requirements on Page 25 under Section 2 of the RFP is hereby amended to read as follows:

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

   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.

   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

   AN EQUAL OPPORTUNITY AGENCY
   Providing Housing Assistance and Programs Free from Discrimination"
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.

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

The Successful Offeror 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 Successful Offeror shall not subcontract with any subcontractor where the Successful Offeror has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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."

2. Paragraph A. under Subsection IV. Scope of Work on Page 25 under Section 2 of the RFP is hereby amended to read as follows:

"A. The Successful Offeror shall provide all the necessary services professional consulting and technical assistance services on behalf of the HPHA for the MTW Demonstration Program including, without limitation,
3. Paragraph 7. under Subsection IV. Scope of Work on Page 25 under Section 2 of the RFP is hereby amended to read as follows:

"7. Preparing the request for eligibility determination and application to HUD or participation in the MTW Demonstration Program including, without limitation, budgets, proposed programming, reporting and evaluation. Eligibility determination request and application to HUD will be submitted at the sole discretion of the HPHA, which may be for Cohort #3, Cohort #4, or both Cohorts. The HPHA does not warrant submission of the eligibility determination request and application to HUD for both Cohorts under this Contract."

4. Paragraph a. under Subsection 1. Administrative Policies on Page 27 under Section 2 of the RFP is hereby amended to read as follows:

"a. The Successful Offeror shall agree and will include in its Contract that it does not and will not discriminate against any employee or applicant for employment. Such non-discrimination shall include, without limitation, the following:

i. Employment, upgrading, demotion, or transfer;
ii. Recruitment or recruitment advertising;
iii. Layoff or termination;
iv. Rates of pay or other forms of compensation; and
v. Selection for training, including apprenticeship.

The Successful Offeror 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 being set forth in 24 CFR Part 1 et seq.

The Successful Offeror 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."

5. Paragraph F. under Subsection I. General Instructions on Page 36 under Section 3 of the RFP is hereby amended to read as follows:

"F. The price proposal shall include: 1) all-inclusive lump sum price for the Cohort #3 application; 2) all-inclusive lump sum for Cohort #4 application; and 3) all-inclusive total lump sum price for both applications; and 4)
hourly rates for other technical assistance services related to the MTW Demonstration Program for the initial contract period and each of the option years. The price proposal shall detail hourly rates for each personnel that will be assigned to each application and other technical assistance services. Include a description of the basis for the cost of performing the requested services, including professional fees by labor category, other direct costs chargeable to the contract and general administration, overhead/profit and reimbursable expenses.”

6. Sample Contract – Attachment S1, Scope of Services; Attachment 4a shall replace Attachment 4 in its entirety. See attached revised Attachment 4.

7. Sample Contract – Attachment S1, Scope of Services; Attachment 8a shall replace Attachment 8 in its entirety. See attached revised Attachment 8.

Part III – Responses to Written Question:

Question 1. The Scope description in Section 2 Article IV.A. of the RFP refers to “implementation” in a number of cases. We believe that the firm selected to assist with developing the policies, program design and the application should also be available to provide implementation assistance. The Price Proposal language under Section 3 Article III.F. of the RFP asks for a fixed price for Cohorts #3 and #4 plus hourly rates. Can you confirm that the RFP also covers technical assistance for implementation if HPHA is selected for either Cohort through the lottery process and that fees for that assistance would be based on the hourly rates provided?

Response: Yes, please reference Amendment No. 4 in Part III above.

All other terms and conditions of the RFP shall remain in full force and effect.
Pre-Proposal Conference Minutes  
RFP PEO-2021-16  
Professional Consulting Services for the Moving-to-Work Demonstration Program

April 20, 2021  
9:00 am

Attendance:

Tiana Kobashigawa – HPHA  
Scott Jepson – EJP Consulting Group, LLC  
Maggie Merrill – EJP Consulting Group, LLC

I. Welcome

a. Introduction of HPHA Staff

   a. Tiana Kobashigawa – Contract Specialist/RFP Coordinator, conducts the procurement and is the main point of contact for this procurement; contact info provided on page 2 of RFP.

b. This Conference is to highlight the RFP requirements. Offerors are responsible for the full content of the RFP. Submission of a proposal shall be regarded as the offeror’s assurance that he/she is willing and able to comply with all aspects/requirements of the RFP.

c. Purpose or Need

   Furnish professional consulting services to further support HPHA’s request for determination of eligibility and application for the Moving to Work Demonstration (MTW) Program. The MTW Demonstration Program was established under the Omnibus Consolidated Recessions and Appropriations Act of 1996 to provide Public Housing Authorities the opportunity to design and test strategies that may use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. PHA’s with the MTW exemption have more flexibility on how they use their federal funds.

   HUD is currently soliciting applications from PHA’s for two cohorts:
   
   - Cohort #3; Work Requirements – Will test work requirements that aim to increase self-sufficiency of PHA residents and participants.
   
   - Cohort #4; Landlord Incentives – Implement MTW activities that aim to increase landlord participation in the HCV program by providing incentives.

Questions may be asked during this conference and verbal responses may be provided, however, we may ask you to submit questions in writing and we will provide a written response via issuance of an addendum so that the same information is shared with other interested offerors so to be fair and transparent.
II. Section 1 – Administrative Overview (Pg. 1)

a. Procurement Timeline (Pg. 3)

4/21/2021 - Written Questions Due to the HPHA
- Must be in writing via email or fax.
- okay to submit questions after this date, HPHA may provide clarifications to substantive questions received after this deadline.

4/23/2021 - Written Responses to be issued by the HPHA via an addendum to the RFP and will be sent to all registered interested offerors.

4/30/2021 @ 4:00 p.m. – Proposal submittal deadline; proposals shall be sealed, identified with the RFP No., offeror’s legal name, business address, phone number and address it to the RFP Coordinator
- Must follow format as prescribed in Section 3 of RFP.
- Electronic submission and fax transmissions shall not be accepted.

May 2021 – Proposal Review
May 2021 – Notice of Award
May 2021 – Contract Execution
May 10, 2021 or upon issuance of the Notice to Proceed – Start of Services

The HPHA reserves the right to amend or revise the timetable without prior written notice.

b. Wage and Labor Law Compliance (Pg. 4)

a. Prior to entering into a Contract in excess of $25k, an offeror shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions of employees performing services under the resulting contract. See Attachment 1 – Wage Certificate.

b. The Successful Offeror shall pay wages not less than wages paid to public officers and employees for similar work. Public wages are published on the Department of Human Resources Development (DHRD) website. See pg. 6 for website information.

c. Offerors are encouraged to account for all salary increases posted by DHRD as the HPHA will only consider requests for wage increases as as a result of wage increases to public officers and employees during the contract period or any option period that are not currently published.

c. RFP Amendments (Pg. 7)

HPHA reserves the right to amend the RFP at any time prior to the closing date in accordance with chapter 3-122, HAR. Interested offerors registered with the HPHA using the RFP Registration Form will be notified of all amendments through written communication which may include email, fax or USPS mail.

d. Rejection of Proposals (Pg. 8)

a. The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the RFP and demonstrate an understanding of the service specifications.
b. Proposals offering terms and conditions contradictory to those included in the RFP may be rejected.

e. Notice of Award (Pg. 8)

Notice of Award will be issued to the highest ranked Offeror. Successful Offeror will be required to enter into a formal written Contracts with the HPHA. See Attachments 3 – 10 for Sample Contract.

f. Protests (Pg. 9)

a. Actual/prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures.

b. Protests shall be submitted in writing within 5 business days after the posting of an award.

g. Monitoring and Evaluation (Pg. 10)

a. Performance shall be monitored and evaluated by the Contract Administrator, and/or other designated representatives.

b. Failure to comply with all terms or the Contract may be cause for suspension or termination as provided in the General Conditions of the Contract. See Attachment 9.

h. General Conditions and Special Conditions of the resulting Contracts are provided as Attachments 8, 9, and 10.

III. Section 2 – Scope of Work (Pg. 12)

a. Qualifying Requirements (Pg. 16)

a. Prior to award of a Contract, furnish proof of compliance with requirements of section 3-122-112, HAR (Pg. 16) to include tax clearance, unemployment insurance, workers compensations, temporary disability insurance, prepaid health care and registered to do business in the State of Hawaii.

Instead of applying for paper certificate of compliances, Offeror may demonstrate compliance utilizing the Hawaii Compliance Express (HCE). HCE requires a $12 annual subscription fee. Link to HCE provided on page 13 of RFP.

b. Business office required in the State where it conducts business and where accessible in person or via telephone calls during normal Hawaii State government business hours from 8:00am to 5:00pm HST. An answering service is not acceptable. A permanent office location and phone number shall be stated in the offeror’s proposal (Pg. 17).

c. Successful Offeror is required to defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liabilities arising out of or resulting from the acts or omissions of the Successful Offer or the Successful Offeror’s officers, employees, agents or subcontractors (Pg. 18).

d. Insurance requirements (Pg. 18)
i. Commercial General Liability with Personal Injury Liability: $1 mil per occurrence for bodily and personal property damage and $2 mil general aggregate; Personal injury liability limit of $1 mil per occurrence.

ii. Auto Liability covering all owned, non-owned and hired autos: $1 mil bodily injury per person, $1 mil per accident and $1 mil property damage per accident; OR $2 mil combined single limit.

iii. Workers Compensation: limits as required by applicable State laws;

iv. Successful offeror may use an umbrella policy in addition to the mandatory insurance policies to satisfy the minimum coverage limits (i.e. General Liability, Auto, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

v. The State of Hawaii, HPHA shall be named as additional insured with respect to operations performed for the HPHA under the resulting Contract.

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

b. Section 3 of the U.S. Housing Act of 1968 (Pg. 16)

a. To the greatest extent possible, ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

b. With all things being equal, commit to a hiring preference for low- and very-low persons, which includes advertising the vacancies to this population. Additional information about the Section 3 requirement will be provided by the contract administrator.

c. Contract Modification (Pg. 22)

a. Contract may be modified only by a written supplemental contract signed by the HPHA and authorized personnel authorized to sign contracts on behalf of the Successful Offeror.

d. For work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed consultant services related to the MTW demonstration program and other related fees which may arise during the course of the Contract.

e. An award will be issued for execution of one (1) contract for the services.

f. Initial term of the contract will be for up to a 12-month period with up to 48 months of options to extend but may be less than 12 months when it is in the best interest of the State. The maximum length of the contract will be 60 months. Option to extend the contract shall be exercised at the sole discretion of the HPHA and are subject to the availability of funds.

g. Contract Price Adjustment Other than wage increases (Pg. 24)
Contract price adjustments shall be limited to liability, auto, workers compensation, and/or medical insurance premiums the conditions provided on page 24 must be met for consideration of a price adjustment.

h. Contract Monitoring & Remedies (Pg. 24)

a. Ongoing monitoring performed by the Contract Administrator and his designated representatives.

b. If the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the RFP requirements, the HPHA may request for written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA also reserves the right to engage another company to perform the services to remedy the defect or failure and deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror. The HPHA may also utilize all other remedies provided under the resulting Contract and as allowable by law and rules.

c. Should the Successful Offeror 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 the monies due to the Successful Offeror or to directly assess the Successful Offeror.

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

i. Scope of Work (Pg. 25)

a. The Successful Offeror shall provide all the necessary services on behalf of the HPHA for the MTW Demonstration Program including, without limitation, the following:

i. Identify key issues affecting the potential application for participation in HUD’s MTW Demonstration program and any available expansion cohort.

ii. Collaborate with the HPHA’s staff on assessment of HPHA capacity, program and policy issues and potential solutions.

iii. Participate in meetings with management staff, planners, and program administrators to consider various program options, policies, and procedures.

iv. Participate in meetings with the HPHA Board of Directors, HPHA staff, HPHA partners and outside community/stakeholders for input.

v. Prepare cost estimates and/or budgets which account for all phases of planning and implementation of a demonstration program, such as staffing, operations, and reporting requirements.

vi. Identify various ways that State appropriated funds might be used to include without
limitation, constraints and timing issues.

vii. Preparing the request for eligibility determination and application to HUD for participation in the MTW Demonstration Program including, without limitation, budgets, proposed programming, reporting and evaluation.

viii. Assist the HPHA staff throughout the design/planning and program implementation to ensure:

- The HPHA's program objectives are met at each phase;
- Issues are identified and resolved to keep the HPHA compliant with program regulations and reporting requirements;
- The HPHA's resources are leveraged as effectively as possible; and
- Implementation of the demonstration project is successful.

ix. Assist in due diligence review activities associated with the projects including proposed use review, entitlement rights, applicable codes, governmental regulations and other planning restrictions, quiet title actions and/or quit claims.

x. Consult and advise regarding all Federal and State laws which apply to HUD’s MTW Demonstration Program and any corresponding State or local laws.

xi. Consult and advise on the amended ACC or other agreement with HUD related to the MTW Demonstration Program.

xii. Prepare a request for proposals and advise on the selection of outside agencies (e.g., nonprofit) to assist in the implementation of the MTW Demonstration Program and any related expansion.

xiii. Provide additional assistance as needed, including without limitation, for follow-ups reports and/or summaries for the HPHA Board of Directors, HUD, Legislature, and other interested stakeholders.

xiv. Advise on programming and operational issues.

a. Personnel Requirements (Pg. 29)

   a. The Successful Offeror shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management personnel listed on the DHRD website (link included on pg. 28)

   b. All staff training, such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations shall be the responsibility of the
Successful Offeror.

c. The Successful Offeror shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property.

d. The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed or discussed. The Successful Offeror's personnel shall not provide confidential information to the general public without express written consent of the HPHA by either policy, rules or letter.

e. The Successful Offeror shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using illegal controlled substances, such as crystal methamphetamine, in or around any state or federal public housing under the jurisdiction of the HPHA.

f. The Successful Offeror shall not employ an employee under this Contract who is a registered sex offender in any State.

b. Reporting Requirements (Pg. 29)

a. The Successful Offeror shall be responsible for the timely submission of reports as requested by the HPHA, including without limitation, the following:

i. Progress reports on the implementation of corrective action plans; and/or

ii. Special requests in response to inquiries from the HPHA Board of Directors, and/or other government agencies, including the State Legislature.

c. Payment (Pg. 29)

a. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

b. The HPHA shall reimburse the Successful Offeror for all salaries, wages, related taxes, other related administrative expenses and reimbursable expenses as agreed upon in the Contract.

c. The Successful Offeror shall submit monthly invoices, one (1) original for services rendered to:

Planning and Evaluation Office
Hawaii Public Housing Authority

Pre-Proposal Conference
RFP PEO-2021-16
All invoices shall reference the Contract number assigned to the Contract.

The Successful Offeror shall submit monthly invoices for payment, listing dates of services rendered for the previous month with an itemized breakdown of expense. Invoices for reimbursable expenses must include original invoice(s) for said expenses.

The Successful Offeror shall clearly indicate any adjustments made to the billing statement for work not performed.

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 in order to comply with the HPHA fiscal year-end close out process. 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.

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.

Section 3 – Proposal Forms and Instructions (Pg. 32-36)

b. General Instructions

a. Submission of a proposal shall constitute the Offeror’s indisputable representation of compliance with every requirement of the RFP.

b. Submit one (1) original proposal marked “ORIGINAL” and three (3) copies of the proposal marked “COPY”.

c. Proposal forms and proposal application instruction provided on pg. 33.

a. Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted.

b. Interested offeror shall submit its proposal under the interested offeror’s exact legal name that is registered with the State of Hawaii’s Department of Commerce and Consumer Affairs and shall indicate this exact legal name.

c. Interested offeror’s authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be
automatically rejected. If the proposal is not signed by an authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.

d. A proposal security deposit is not required for this RFP.

e. Proposals must be submitted on white, 8 ½” x 11” paper and shall be bound such as a three-ring binder. Tabbing of sections is required.

a. Proposal Application:

   a. Transmittal Letter (see attachment 2) which includes the following:

      i. Statement indicating that the interested offeror is a corporation or other legal entity. Also include the tax payer identification number of the legal entity.

      ii. Statement indicating that the interested offeror is registered to do business in Hawaii or will obtain a Hawaii State General Excise Tax License before the start of work.

      iii. A statement acknowledging all addenda to the RFP have been received.

b. Experience and Capability

   i. The interested offeror shall provide a list of verifiable experience with projects or contracts related to the services to be provided to either a public housing agency or government agency or private entity within the last five (5) years. Items to be included in the list provided on pg. 34.

c. Professional References

   i. The interested offeror shall provide a list of professional references.

d. Personnel

   i. Provide description of the necessary staff. Detail the proposed team’s capacity to successfully plan, implement and develop the proposed work.

e. Staff Qualifications

   i. Provide minimum qualifications of staff assigned to the program. Attach resumes and relevant professional background/experience for each key staff position.

f. Organization Chart

   i. If applicable, a project organization chart must be included with proposal.

g. Service Delivery
i. Detailed discussion to include the interested offeror’s approach to applicable service activities and management requirements from the Scope of Work.

ii. Include how the offeror’s approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

h. Financial Capacity

i. This section shall state the interested offeror’s status of current projects and financial capacity to complete the project in a timely and orderly manner. The price proposal shall detail hourly rates for each personnel that will be assigned to each application.

i. Price Proposal

   i. The price proposal shall include: 1) all-inclusive lump sum price for the Cohort #3 application; 2) all-inclusive lump sum for Cohort #4 application; and 3) all-inclusive total lump sum price for both applications.

j. Cost Reimbursement for All Costs Related to Personnel

   i. Cost reimbursements shall include, without limitation, personnel salaries, wages, medical benefits, payroll taxes and other expenses such as liability insurance, etc. The Successful Offeror shall be required to submit invoices detailing the amount(s) to be reimbursed.

k. Commitment to Section 3/Other Requirements

   i. Provide description of the interested offeror’s utilization and furtherance to the HPHA’s commitment to Section 3 requirements, Women’s Business Enterprises, and Minority Business Enterprises.

Section 4 – Proposal Evaluation and Award (Pg. 38)

a. All proposals received will be reviewed for overall compliance with RFP requirements and to ensure submittal of all required attachments, certifications, forms, and narrative sections.

b. Criteria for evaluation of proposals is provided on pages 38 – 41 of RFP, total possible is 100 points.

c. During the evaluation, proposals shall be classified as acceptable, potentially acceptable, or unacceptable.

   i. The evaluation committee may rank the proposals and limit the priority list to three (3) responsible offerors. Discussions will be held with the priority listed offerors to promote understanding of the HPHA’s requirements and the priority listed offerors proposals, and to clarify issues regarding their proposals before the best and final offer.

   ii. If there are less than three (3) acceptable or potentially acceptable proposals, the HPHA shall not hold discussions with offerors who submitted unacceptable proposals.

Pre-Proposal Conference
RFP PEO-2021-16

10
d. A single award will be made to the responsive and responsible offeror whose proposal conforms to the solicitation and determined to be most advantageous to the HPHA with consideration to price and other evaluation criteria set forth in the RFP (Pg. 39).

e. If there is only one responsible offeror submitting an acceptable proposal, an award may be made to the single offeror, rejected and a new request for proposals may be solicited if certain conditions are not met; the proposed RFP cancelled, or an alternative procurement method may be conducted pursuant to chapter 3-122-59, HAR.

f. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion.

Section 5 – Attachments (Pg. 42)

Be sure to review all contents and attachments in the RFP. By submitting a proposal, you’ll be held responsible for all requirements to deliver the services. All changes to the RFP will be communicated through issuance of an addendum.

Closing/Questions

Reminders:
- 4/21/2021 – Written Questions Due
- 4/23/2021 – Response to Written Questions
- 4/31/2021 4pm – Proposal Deadline
STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: 

SERVICES: Professional Consulting Services – MTW Demonstration Program
          RFP No. PEO-2021-16

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 to furnish professional consulting services to assist the HPHA in submitting an application(s) to related to the U.S. Department of Housing and Urban Development (HUD) for Cohort #3 and/or Cohort #4 under the Moving to Work (MTW) Demonstration Program: (1) Contract for Goods and Services Based Upon Competitive Sealed Proposals including the Contractor’s Acknowledgement, Contractor’s Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Request for Proposals (RFP) number PEO-2021-16 and all addenda; and (5) CONTRACTOR’s accepted proposal dated ____________ and Best and Final Offer dated ____________. These documents are collectively referred to as the “Contract Documents”.

2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of the Contract Documents, furnish professional consulting services to assist the HPHA in submitting an application(s) to related to the HUD for Cohort #3 and/or Cohort #4 under the MTW Demonstration Program.

3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to furnish professional consulting services to assist the HPHA in submitting an application(s) related to the HUD for Cohort #3 and/or Cohort #4 under the MTW Demonstration Program as described in RFP No. PEO-2021-16 and in the CONTRACTOR’s accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR’S accepted proposal and this Contract, this Contract shall prevail.

4. The scope of services shall consist of CONTRACTOR shall provide all necessary services on behalf of the HPHA for the MTW Demonstration Program, including without limitation:

   a. Identify key issues affecting the potential application for participation in HUD’s MTW Demonstration program and any available expansion cohort.

   b. Collaborate with the HPHA’s staff on assessment of HPHA capacity, program and policy issues and potential solutions.

   c. Participate in meetings with management staff, planners, and program administrators to consider various program options, policies, and procedures.

AG-011 Rev 07/28/2005
STATE OF HAWAII

SCOPE OF SERVICES

d. Participate in meetings with the HPHA Board of Directors, HPHA staff, HPHA Partners and outside community/stakeholders for input.

e. Prepare cost estimates and/or budgets which account for all phases of planning and implementation of a demonstration program, such as staffing, operations, and reporting requirements.

f. Identify various ways that State appropriated funds might be used to include without limitation, constraints and timing issues.

g. Preparing the request for eligibility determination and application to HUD for participation in the MTW Demonstration Program including, without limitation, budgets, proposed programming, reporting and evaluation. **Eligibility determination request and application to HUD will be submitted at the sole discretion of the HPHA, which may be for Cohort #3, Cohort #4, or both Cohorts.**

h. Assist the HPHA staff throughout the design/planning and program implementation to ensure:

   i. The HPHA’s program objectives are met at each phase;

   ii. Issues are identified and resolved to keep the HPHA compliant with program regulations and reporting requirements;

   iii. The HPHA’s resources are leveraged as effectively as possible; and

   iv. Implementation of the demonstration project is successful.

i. Assist in due diligence review activities associated with the projects including proposed use review, entitlement rights, applicable codes, governmental regulations and other planning restrictions, quiet title actions and/or quit claims.

j. Consult and advise regarding all Federal and State laws which apply to HUD’s MTW Demonstration Program and any corresponding State or local laws.

k. Consult and advise on the amended ACC or other agreement with HUD related to the MTW Demonstration Program.

l. Prepare a request for proposals and advise on the selection of outside agencies (e.g., nonprofit) to assist in the implementation of the MTW Demonstration Program and any related expansion.

m. Provide additional assistance as needed, including without limitation, for follow-ups reports and/or summaries for the HPHA Board of Directors, HUD, Legislature, and other interested stakeholders.
n. Advise on programming and operational issues.

5. Contract Monitoring

It is understood that the STATE, its auditors, and other designated representatives may monitor performance under this Contract. Based on monitoring findings, the CONTRACTOR may be requested to provide additional information or reports not previously requested or required, including a corrective action plan.
STATE OF HAWAII
SPECIAL CONDITIONS

CONTRACTOR: ________________________________________________
SERVICES: Professional Consulting Services – MTW Demonstration Program
RFP No. PEO-2021-16

1. The HPHA reserves the right to engage the CONTRACTOR for submission of the eligibility determination request and application to HUD for Cohort #3, Cohort #4, or both Cohorts. The HPHA does not warrant submission of the eligibility determination request and application to HUD for both Cohorts under this Contract. The HPHA reserves the right to engage the CONTRACTOR for submission of the eligibility determination request and application to HUD for Cohort #3, Cohort #4, or both Cohorts. The HPHA does not warrant submission of the eligibility determination request and application to HUD for both Cohorts under this Contract.

4.2. Insurance Requirements

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance</td>
<td>$12,000,000.00 combined single limit combined single limit per occurrence for bodily injury and property damage and $2,000,000.00 aggregate. Personal injury limits of $1,000,000.00 per occurrence.</td>
</tr>
<tr>
<td>with Personal Injury Liability</td>
<td></td>
</tr>
<tr>
<td>Automobile Insurance covering all owned, non-owned and hired automobiles.</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>Workers Compensation as required by applicable State laws.</td>
<td>Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-CONTRACTORs (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>Errors and Omissions at a minimum of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.</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, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees
STATE OF HAWAII

SPECIAL CONDITIONS

to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

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

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

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

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

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

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

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

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

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

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

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

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

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.

3.5. Monitoring and Remedies
STATE OF HAWAII

SPECIAL CONDITIONS

a. The CONTRACTOR’s performance under the Contract will be monitored and on an ongoing basis through desktop monitoring, personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.

b. The HPHA may submit monitoring report(s) to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA to avoid delays in payment issuance or for payment adjustment purposes.

c. Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The CONTRACTOR 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 Services and shall continue for a duration of time as deemed necessary by the HPHA.

d. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR 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.

e. Should the CONTRACTOR 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 CONTRACTOR or to directly assess the CONTRACTOR.

f. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals No. PEO-2021-16 or this 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.

g. In the event the CONTRACTOR is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of
less than 12 months. During this time, the HPHA will monitor the CONTRACTOR’s performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the CONTRACTOR.

4.6. Termination

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

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

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

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

a. "STATE" and "HPHA".

b. "Contract" and "Agreement".

c. "CONTRACTOR" and "Successful Offeror".

8.10. 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 will be considered a breach of the resulting Contract and may result in suspension or termination of the Contract.

9.11. 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.