



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

This Contract, executed on the respective dates indicated below, is effective as of
March 31, 2020, between Hawaii Public Housing Authority
State of Hawaii ("STATE"), by its Executive Director
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 1002 North School Street, Honolulu, Hawaii 96817
("CONTRACTOR"), a
under the laws of the State of , whose business address and federal
and state taxpayer identification numbers are as follows:

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
E. Pursuant to Section 356D-4, HRS, the STATE is authorized to enter into this Contract.
F. Money is available to fund this Contract pursuant to:
(1) Not Applicable
or (2) Federal Fund 755
or both, in the following amounts: State \$
Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:
1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number PMB-2018-23 ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

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

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

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

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

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

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

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

STATE

(Signature)
Hakim Ouansafi

(Print Name)
Executive Director

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

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
SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTY: Ka Hale O Kameha'ikana Community Resource Center

SERVICES: Property Management and Maintenance Services
RFP No. PMB-2019-28

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for property management and maintenance services at the Ka Hale O Kameha'ikana Community Resource Center (Resource Center) on Oahu: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Request for Proposals (RFP) number PMB-2019-28 and all addenda; and (5) CONTRACTOR's accepted proposal dated _____. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the HPHA, and in strict accordance with the terms and conditions of the Contract Documents, provide property management and maintenance services at the Resource Center, located at 1485 Linapuni Street, Honolulu, Hawaii 96819.
3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor and other means necessary to provide property management, maintenance and resident services as described in the RFP PMB-2019-28 and in the CONTRACTOR's accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR'S accepted proposal and this Contract, the Contract shall prevail.
4. **Work Plan: Miscellaneous Employee Time**

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

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



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- A. Maintain the overall physical appearance and condition of the Resource Center as well as the maintenance and upkeep of individual units.
- B. Provide a secure environment, enforcing rules, local ordinances and the HPHA policies to reduce or eliminate the number of incidents of crime, vandalism, rule violation and nuisance behavior.
- C. Maintain good communication between tenants and management personnel.
- D. Abide by the specified requirements, comply with all instructions related to the management and maintenance of the Resource Center that may be issued from time to time by the HPHA and adhere to all operating policies that have been or may be adopted and promulgated by the HPHA.

6. **Administrative Requirements & Minimum Qualifications**

A. Management Representative

- 1) The CONTRACTOR shall designate a contact person who will be responsible for oversight of the Resource Center and ensure Contract performance. The contact person shall respond to the HPHA's inquiries, complaints and/or problems within 24 hours, unless otherwise instructed by the HPHA.
- 2) The CONTRACTOR shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- 3) The CONTRACTOR shall ensure adequate and appropriate representation at regular meetings with the HPHA. The HPHA anticipates monthly meetings with the CONTRACTOR's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the HPHA.

B. Personnel

- 1) All personnel shall be considered employees of the CONTRACTOR.
- 2) The CONTRACTOR shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management/maintenance personnel are available at <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.
- 3) All staff training, including, without limitation, training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, shall be the responsibility of the CONTRACTOR. However, should any specific or extraordinary training be required of the CONTRACTOR, the HPHA may require attendance at no cost to the CONTRACTOR.



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- 4) The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property. Supervision and performance evaluation shall be the responsibility of the CONTRACTOR. Upon request, the HPHA shall be provided with access to employee performance evaluations for the purposes of monitoring.
- 5) The compensation and benefits for maintenance staff providing maintenance services at the Resource Center shall be apportioned to the commercial CAM account.
- 6) The CONTRACTOR with the concurrence of the HPHA shall hire a responsible employee as the Facility Manager who will be available during normal State of Hawaii operating hours, Monday through Friday from 7:45 a.m. to 4:30 p.m., **except for holidays observed by the Hawaii State government**, and serve as a point of contact for tenants and the HPHA. At a minimum, the Facility Manager shall respond to tenant concerns, supervise staff, enforce house rules, monitor vacancy rates, tenant accounts receivables, inspect the housing units and encourage tenant organization and participation.
- 7) The CONTRACTOR shall provide the HPHA with an email address and an after-hour contact phone number for the Facility Manager.
- 8) The CONTRACTOR shall not institute additional or alternative paid holidays, including without limitation, the closure of business days at the expense of the HPHA and /or without express written consent by the HPHA.
- 9) The CONTRACTOR shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the tenants at the Resource Center. The CONTRACTOR's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.
- 10) During the performance of this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment. The CONTRACTOR will take affirmative action to ensure equal treatment of its employees. Such action shall include without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall insert similar provisions in all subcontracts.

Furthermore, if 15 or more persons are employed, the CONTRACTOR agrees and shall take appropriate initial and continuing steps to notify participants,



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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.

- 11) The CONTRACTOR agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA and in its discretion, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- 12) The CONTRACTOR shall conduct a nationwide criminal background check on all personnel employed at each property and be made available upon request by the HPHA.
- 13) The CONTRACTOR agrees to remove any employee who is arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- 14) The CONTRACTOR shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using controlled substances, including without limitation, crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
- 15) The CONTRACTOR shall not employ an employee under this Contract who is a registered sex offender in any State, Indian Country or U.S. territory. At any time during the Contract term, if it is discovered by the HPHA or by the CONTRACTOR that an employee working at a property is a registered sex offender, the CONTRACTOR shall immediately dismiss this person from employment under this Contract.
- 16) The CONTRACTOR shall provide to the HPHA photo release authorization to use its staff photos in HPHA publication(s) and/or the HPHA website.



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C. Administrative Policies

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

- 1) Drug Free Workplace Policy;
- 2) Sexual Harassment Awareness in the Workplace Policy;
- 3) Non-Violence in the Workplace Policy;
- 4) Standards of Conduct;
- 5) Conflict of Interest;
- 6) Smoking Policy;
- 7) Safety Plan or Policies;
- 8) Americans with Disabilities Act; and
- 9) Procurement Policy and Procedures.

The CONTRACTOR shall disclose all conflicts of interest between the CONTRACTOR's organization and the AMP/MU/LIHTC residents to the HPHA. An initial written conflict of interest disclosure shall be submitted by the CONTRACTOR within seven (7) business days of the HPHA's issuance of a Notice to Proceed. Subsequent conflicts of interest disclosures shall be submitted to the HPHA every six (6) months, regarding personnel changes in the CONTRACTOR's organization and/or changes in the AMP/MU/LIHTC resident population.

The CONTRACTOR's procurement policy and procedures shall be in accordance with all applicable federal and state procurement rules to ensure a competitive process for selection of service providers. All service providers and/or subcontractors selected to render services under this Contract shall be in compliance with the CONTRACTOR's procurement policy.

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

D. Reporting Requirements

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

- 1) Monthly Delinquency Account Report;
- 2) Monthly Accounting Report; and
- 3) Monthly General Ledger Report;



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The HPHA may request additional reports including, without limitation:

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

E. Accounting and Fiscal Services

The CONTRACTOR shall perform the following minimum services:

- 1) Develop and propose an annual Resource Center operating budget for the HPHA approval not later than March of the preceding fiscal year, or as determined by the HPHA, using a format as specified by the HPHA. The CONTRACTOR's operations shall conform to the approved operating budget during the term of the Contract;
- 2) Maintain the financial and accounting functions for the Resource Center using a specified format which will be congruent to the HPHA system requirements;
- 3) Maintain a cash and disbursement register to record operating receipts and expenditures;
- 4) Maintain tenant ledgers with records of all accounting transactions, including security deposits and a running balance on each account;
- 5) Bill tenants monthly including common area maintenance (CAM). Provide monthly delinquency reports including current and vacated accounts to the HPHA within five (5) business days after the end of the grace period for collection of rent for collection of rent for the current month;
- 6) Provide each tenant a statement confirming the common area maintenance and operating expense within 60 days after the end of the calendar year;
- 7) Adjust the monthly CAM charges for each commercial tenant within 60 days after the end of the calendar year;
- 8) Provide a reconciliation of all revenue collected from the commercial tenants to determine the actual lease rent due to the HPHA within 60 days after the end of the calendar year;
- 9) Create any or all forms to provide informational and support data as required by the HPHA. The forms shall be in a manner that all input data



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will be easily transferable to the HPHA or otherwise acceptable to the HPHA;

- 10) Submit monthly accounting reports to the HPHA by the fifth (5th) business day of each month for the prior month reports to include: cash receipts and disbursements with copies of invoices, delinquencies, vacancies and reserve balances;
- 11) Make appropriate charges for damage to any unit by inspecting such unit with the tenant prior to vacating and submit any such charges to be deducted from the security deposit or to be billed to the tenant or request to the HPHA for security deposit refund so refund can be made within 14 days of the rental agreement termination date;
- 12) Make appropriate purchases for goods and services for the express and specific use for the Resource Center, within the approved Resource Center budget, following State and Federal procurement rules and regulations. The CONTRACTOR shall be held responsible for all purchases of goods and services above and beyond the approved Resource Center budget without prior approval of the HPHA;
- 13) Coordinate the subcontracting of the HPHA approved services to the Resource Center following the HPHA and State procurement policies and any applicable State or Federal procurement rules and regulations;
- 14) Pay operational expenses of the Resource Center from the "Imprest Account" established by the HPHA, which shall be funded at one and one-half (1 1/2) times the approved monthly operating budget. Reimbursement of imprest account shall be requested twice monthly;
- 15) Ensure all payments for goods and services received are made within 30 days from receipt of a proper invoice. If a payment is issued in excess of 30 days from the receipt date, the HPHA shall deduct the interest paid to the vendor in accordance with section 103-10, HRS, from the CONTRACTOR's management fee. This shall not apply in those cases where the delay in payment is due to circumstances beyond the control of the CONTRACTOR and acceptable to the HPHA;
- 16) Requisition repair parts and supplies from the HPHA for the express and specific use at the Resource Center that are available at the HPHA Central Store facility and/or request for purchases from sources authorized by the HPHA or otherwise approved by the HPHA;
- 17) Make all payments of salaries, wages, benefit contribution, and payroll taxes to or on behalf of the Resource Center staff and maintain all payroll records. The CONTRACTOR shall submit a written request for reimbursement of such items



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to the HPHA within 30 days after payroll period. Reimbursement of such expenses shall be made from imprest account and shall be limited to contract proposal amount for each expense category;

- 18) Submit a monthly invoice for management fees for approval by the HPHA within 30 days of delivery of service;
- 19) Respond to findings of any independent or the HPHA audit of Resource Center by submitting a corrective action plan and implementing the plan, if applicable;
- 20) Provide additional data requested by the HPHA utilizing current staff and personnel power. Special studies or surveys requiring pertinent expertise requested by the HPHA shall not be deemed additional data; and
- 21) Make all financial records concerning the Resource Center available to the HPHA during normal business hours.

F. Office Space, Equipment, and Supplies

The CONTRACTOR shall be permitted to use any designated administrative office space, maintenance facility, or other equipment assigned for express and specific use at the Resource Center. All personal property belonging to the HPHA and located at the Resource Center shall be under the custody and control of the CONTRACTOR at all times. The CONTRACTOR shall accept full responsibility for all equipment, except for normal wear and tear. The CONTRACTOR shall be fully responsible for stolen equipment or items when it is due to the CONTRACTOR's negligence, such as the failure to properly store and secure the HPHA properties. The HPHA reserves the right to deduct from the five percent (5%) management fee retainage for loss or damaged equipment or property.

The CONTRACTOR shall not close the administrative office and the Resource Center during normal business hours without prior written approval by the HPHA.

The CONTRACTOR shall perform the following minimum services:

- 1) Conduct an opening and closing inventory of equipment and supplies with the HPHA Contract Administrator upon the start and end date of the Contract;
- 2) Replace any consumable supplies in the current inventory of the Resource Center. The CONTRACTOR may forego the replenishment of supplies that are inventoried in excess of the reasonable needs of the Resource Center operating budget as developed by the CONTRACTOR and as approved by the HPHA.
- 3) Purchase supplies, materials, and equipment for the express and specific use at the Resource Center. Equipment purchases require prior approval by the HPHA, shall be considered property of the State and shall follow applicable State and HPHA fixed asset rules and regulations.



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- 4) Conduct an annual physical inventory of all equipment, materials and supplies located at the Resource Center. Upon 24 hours advance notice, the HPHA may conduct an inventory audit at the Resource Center.
- 5) Comply with all State and Federal laws, regulations, rules, and policies regarding the procurement of goods, services and construction.
- 6) Ensure that all materials and supplies are properly entered into the materials inventory database and documented on work orders when used/pulled from inventory.
- 7) Use the CONTRACTOR's company letterhead for all correspondences with the HPHA.

G. Property Management Services

1) Resource Center Leasing

The CONTRACTOR shall develop and implement a leasing program for the Resource Center to maintain 100% occupancy. The CONTRACTOR shall also be responsible for providing the following minimum services:

- a. Market vacant commercial space for lease upon approval of the HPHA;
- b. Accept and review all offers to lease, provide the HPHA with an analysis of lease terms with current market condition;
- c. Provide the HPHA with a recommendation on lease terms;
- d. Negotiate lease terms as requested by the HPHA;
- e. Coordinate lease execution between tenant and the HPHA;
- f. Coordinate with consultants and contractors to ensure timely and trouble free completion of tenant improvements;
- g. Cooperate with vendors and new tenants to ensure timely and trouble free initial occupancy;
- h. Orient new tenant on rules and regulations, facilities and services available;
and



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- i. A vacate inspection shall be conducted by the CONTRACTOR with the tenant present to inspect the unit and collect from the tenant the keys to the unit.

2) Resource Center Rules and Regulations

The CONTRACTOR shall perform the following minimum services:

- a. Enforce all covenants and conditions of the Lease Agreement; and
- b. Follow-up and collect on delinquent rent and other tenant charges.

3) Tenant Defaults, Lease Agreement and Evictions

Upon finding a tenant to be in default or in violation of any covenant, condition, provision, rule or regulation of the Lease, the CONTRACTOR shall proceed to terminate said Lease as provided for under the terms of the Lease and applicable law.

4) Maintenance

The CONTRACTOR shall maintain and repair the common areas of the Resource Center in a condition acceptable to the HPHA and in accordance with local and State laws, codes, and regulations and in accordance with the budget and maintenance plan. Maintenance and repair services shall include, without limitation routine and emergency/urgent repairs, preventive maintenance services and its equipment, and grounds maintenance. The CONTRACTOR shall also provide the following minimum services:

- a. Respond to requests for routine maintenance services for the common areas within one (1) working day from the date of such request;
- b. Respond to requests for emergency/urgent maintenance services not later than four (4) hours from the time of such request seven (7) days a week, 24 hours each day;
- c. Maintain grounds and all common areas to include, without limitation entries, thoroughfares and lobbies, which shall be kept in an immaculate condition at all times;
- d. Coordinate all garbage and refuse disposal and collection including City and County and/or private services. Maintain all refuse areas, enclosures and receptacles in a clean condition and in accordance with local, state, and federal fire, safety and health codes;



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- e. Conduct an annual unit inspection of each rental unit at the Resource Center to ascertain the physical condition of the unit;
- f. Coordinate with the HPHA and vendors for all purchases of supplies and equipment as authorized and in accordance with the budget;
- g. Obtain the HPHA approval for maintenance expenditures over and above those authorized in the budget and maintenance plan;
- h. Store and safeguard necessary supplies at the Resource Center, maintain a perpetual inventory. Such supplies inventory shall be available for inspection by the HPHA upon request;
- i. Store, safeguard and maintain equipment at the Resource Center, maintain a perpetual written inventory. Such equipment inventory shall be available for inspection by the HPHA upon request;
- j. Maintain a perpetual written inventory of all property at the Resource Center;
- k. Conduct extraordinary maintenance as scheduled or as approved by the HPHA;
- l. Develop and conduct a preventive maintenance program, perform preventive maintenance services for the common areas at least once a year and perform maintenance check and correction. Schedule for preventive maintenance program shall be submitted with annual budget to the HPHA;
- m. Make all additions, betterments, and replacements as requested and approved by the HPHA on a cost-reimbursable basis; whenever possible. The HPHA shall make reasonable efforts to provide plans for substantial additions, betterments, and/or replacements to the CONTRACTOR for their input; and
- n. Prepare and submit monthly reports on selected maintenance operations.



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COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTY: Ka Hale O Kameha'ikana Community Resource Center

SERVICES: Property Management and Maintenance Services
RFP No. PMB-2019-28

1. Subject to the availability, allocation and receipt of 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, a sum of money not to exceed _____ and ___/100 Dollars (\$ _____) for the initial Contract period

See attached and incorporated Exhibit A.

2. Federal funds shall be subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 12-month period, ending March 31, 2021, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. The CONTRACTOR shall be reimbursed on a cost reimbursement pricing structure according to the approved Budget. Said compensation consists of (i) Management Fee and (ii) Reimbursement for Expenses including salaries; medical and fringe benefits; payroll taxes; and other reimbursable expenses including insurance, payroll processing fee, and excise tax. Reimbursements are set forth on the attached Price Proposal dated _____. See Exhibit A.

Invoices for management fee shall be submitted to the HPHA on separate invoices and billed not earlier than the 1st of the following month.

4. The CONTRACTOR shall be paid a management fee on an earned fee basis for property management and maintenance services satisfactorily performed at _____ and ___/100 Dollars (\$ _____) per month for the initial Contract Period.
5. The CONTRACTOR's earned management fee for each month shall be determined by the completion of the below four (4) components of the CONTRACTOR's management work plan:

Management Plan Components		Percentage Allocation
1	Administrative Requirements	25%
2	Rent Collection	25%
3	Common Area & Grounds Maintenance	25%
4	Work Order System	25%
Total		100%



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COMPENSATION AND PAYMENT SCHEDULE

The percentage allocation assigned to each component shall be used for the purpose of determining the CONTRACTOR's management fee earned for each month. In the event that the CONTRACTOR fails to comply with any of the components of the CONTRACTOR's management plan, the respective portion of the management fee will not be earned.

6. The STATE shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of the initial Contract period. The STATE shall retain five percent (5%) from each monthly management fee as a withholding until final settlement of each Contract extension period. Requests for payment shall be submitted at the end of each Contract period and detail the gross amount requested, the five percent (5%) withholding amount and the net amount requested. Release of the five percent (5%) retainage shall be subject to final settlement of each applicable Contract period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.
7. Upon execution of the Contract, payments shall be paid in accordance with and subject to the following:
 - a. CONTRACTOR shall submit original invoice(s) for services rendered to:

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
P.O. Box 17907
Honolulu, HI 96817
 - b. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.
 - c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contractor Administrator that the CONTRACTOR has satisfactorily performed the services specified.
 - d. 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's fiscal year-end close out processes. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
 - e. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate dated not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance in lieu of the tax clearance



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COMPENSATION AND PAYMENT SCHEDULE

certificate is acceptable. A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select “Forms for Vendors/Contractors” from the chapter 103D, HRS, link.

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



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TIME OF PERFORMANCE

CONTRACTOR: _____

PROPERTY: Ka Hale O Kameha'ikana Community Resource Center

SERVICES: Property Management and Maintenance Services
RFP No. PMB-2019-28

1. The term of this Contract shall be for a 12-month period beginning March 31, 2020, 12:00 p.m. Hawaii Standard Time (HST) and ending March 31, 2021, 12:00 p.m. HST.
2. No services shall be performed on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of resoliciting, at the same rates as listed in the accepted proposal unless price adjustments are made and approved as provided in the Request for Proposals No. PMB-2019-28 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	60 months
4. The initial Contract period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 48 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract; and
 - c. A Supplemental Contract must be executed prior to expiration of the current Contract period; and
 - d. The STATE may be required to obtain the U.S. Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract if federal HUD funds are to be used as a funding source; and
 - e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and



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TIME OF PERFORMANCE

- f. The STATE has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and
- g. Necessary State and/or Federal funds are appropriated, allotted and received 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)

(Date)

* 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: _____

PROPERTY: Ka Hale O Kameha'ikana Community Resource Center

SERVICES: Property Management and Maintenance Services
RFP No. PMB-2019-28

1. Insurance Requirements

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

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

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



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- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect with this Contract.
- d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
- f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

2. Fidelity Bond

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

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

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

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



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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. Monitoring and Remedies
 - a. The CONTRACTOR's performance under the Contract will be monitored and evaluated through 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 HPHA auditors, the State Legislature, and/or other designated representatives.
 - b. The HPHA will periodically 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 the period as indicated in the notice issued by the HPHA.
 - 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. The HPHA reserves the right to make periodic or unscheduled/unannounced inspections to include without limitation all facilities, records, and files at the Resource Center to check that administrative policies and property management and program concerns are properly considered and adequately addressed. The HPHA will make available to the CONTRACTOR all appropriate findings, which affect the management and maintenance of the Resource Center or its budget and advise the CONTRACTOR of any corrective actions required.
 - e. The HPHA will conduct a review of financial activity for the Resource Center on a monthly basis to assess budget performance and to make budget adjustments. Special budget review sessions with the CONTRACTOR may be conducted by the HPHA as deemed necessary.
 - f. 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 for improvements and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the CONTRACTOR.



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- g. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals No. PMB-2019-05 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.

5. Damages

- a. The HPHA may withhold the payment of management fees, without being required to pay interest for late payment, until the CONTRACTOR implements and complies with a corrective action plan in response to findings by the HPHA or demonstrates improvement in performance after implementing its corrective action plan.
- b. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, including without limitation water lines, electronic conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for this purpose, the CONTRACTOR shall pay the difference upon demand by the HPHA.

6. Termination

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

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

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

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

- a. "STATE" and "HPHA".
- b. "Contract" and "Agreement".
- c. "CONTRACTOR" and "Successful Offeror".



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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.